

## Terms and Conditions

### “AmBank SIGNATURE Priority Banking Top Spenders FIFA Campaign 2022” Campaign Period: 1 July 2022 to 31 August 2022

**REMINDER: All Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated terms and conditions (if any) which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Eligible Cardholders do not understand any of the terms and conditions and the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank’s staff or authorised representative.**

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank (M) Berhad (196901000166 (8515-D)) (collectively referred to as “**Bank**”) relevant credit card agreement(s) (“**Cardholder Agreement**”), which govern the use of the credit card issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement, these Terms and Conditions will prevail in so far as it relates to this Campaign (as defined below).

Words denoting “person” shall include living persons and, if and where applicable, body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.

#### Campaign

1. This “**Campaign**” means this “**AmBank SIGNATURE Priority Banking Top Spenders FIFA Campaign 2022**” organised by the Bank in accordance with the Terms and Conditions as herein stipulated.

#### Campaign Period

2. This Campaign shall run from **1 July 2022 to 31 August 2022**, both dates inclusive (“**Campaign Period**”) or such other periods as may be determined by the Bank with prior notice of at least five (5) calendar days (“**Prior Notice**”) to the Eligible Cardholders (as defined below).

#### Eligibility

3. This Campaign is only open to AmBank SIGNATURE Priority Banking Visa cardholders of the Bank who holds a principal or supplementary AmBank Visa Credit Card (“**Eligible Cardholders**”) during the Campaign Period and **does not include:-**
  - a. cardholders of other Visa credit cards that are not AmBank SIGNATURE Priority Banking Visa Card/-i/ Mastercard/ UnionPay credit card, corporate cards, commercial cards, debit cards or insurance cards issued by the Bank;
  - b. cardholders whose card accounts have been suspended, cancelled, or terminated for whatsoever reasons during and up till twelve (12) weeks after expiry of the Campaign Period,

(collectively the “**Eligible Cards**”).

4. The Prize (defined below) is only open to (“**Eligible Cardholders**”) during the Campaign Period and **does not include:-**
  - a. permanent, contract and/or temporary staff or employees of the Bank (including its subsidiaries and affiliated companies) and their immediate family members (children, parents, siblings, including spouses); and

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- b. Representative and/or agents involved in this Campaign (including but not limited to the advertising and promotion agents).
5. For the avoidance of doubt, this Campaign does not require any registration for participation.

#### Eligible Transactions

6. Subject to the terms and conditions herein, top two (2) Eligible Cardholders who use their Eligible Cards to perform successful retail transaction(s) with **highest cumulative spends during Campaign Period** as recorded in the Bank’s system (“**Eligible Transaction**”), will be eligible to win an all-expenses paid trip for two (2) to watch a quarter-final or semi-final 2022 FIFA World Cup match in Qatar (“**Prize**”).
7. All Eligible Transactions provided in Clause 6 must be for personal consumption only and not for business purposes.

For the avoidance of doubt, Eligible Transactions **exclude** the following transactions:-

- (a) government related services transactions with MCC code: 9211, 9222, 9223, 9311, 9399, 9402, 9405;
  - (b) charitable and social services transactions with MCC code: 8398;
  - (c) insurance payment with MCC code: 5960, 6300;
  - (d) quasi cash transactions for eWallet service providers such as Touch ‘N Go / GrabPay / ShopeePay; or for betting and/or gaming;
  - (e) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;
  - (f) corporate bill payments or corporate GIRO transactions;
  - (g) cash advance / deposit / withdrawal transactions;
  - (h) any fees or charges imposed by the Bank;
  - (i) trade finance transactions;
  - (j) transactions which are under any special corporate arrangements where rebates are applicable;
  - (k) retail spend transactions which are not defined in Clause 6 above; and
  - (l) retail spend transactions which are subsequently cancelled, disputed, refunded, or unauthorized, suspicious or fraudulent in any nature/subsequently discovered to be unauthorized, suspicious or fraudulent in any nature;
8. All Eligible Transactions made during the Campaign Period must be based on the Malaysian time as captured by the Bank’s system and posted to the Eligible Cardholder’s Eligible Card account during Campaign Period. The Bank is not responsible for any failure and/or delay in the transmission of evidence of sales transactions due to reasons not within the Bank’s control such as the failure, delay, action, or omission on the part of Visa.

#### Campaign Prize

9. The Prize available throughout the Campaign Period is as follows:

All-expenses paid trip for two (2) to watch the 2022 FIFA World Cup in Qatar	Throughout Campaign Period
5 Days 4 Nights trip for two (2) to watch a 2022 FIFA World Cup match in Qatar, which includes:	Two (2) units

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<ol style="list-style-type: none"><li>i. 4 nights' hotel accommodation (5-star) – Mondrian Doha</li><li>ii. Return flight tickets for two (2) originating from KLIA airport in Malaysia to Qatar</li><li>iii. Airport transfers in Doha</li><li>iv. Daily breakfast</li><li>v. Two (2) tickets to a FIFA World Cup Qatar 2022 match (1x quarter-final match or 1x semi-final match) with pre-match hospitality</li><li>vi. Transportation to/from FIFA World Cup matches and scheduled activities</li><li>vii. On-ground group activities</li><li>viii. Visa prepaid product - \$400 USD value per package (\$50 USD per night per person)</li><li>ix. Guest amenity/gift - \$400 USD value per package</li><li>x. Visa Everywhere Lounge access</li><li>xi. Visa Concierge located at the hotel</li><li>xii. Visa Event, Medical and Security support staff</li></ol>	
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10. Only two (2) Top spenders will be shortlisted (“**Shortlisted Winners**”) and the shortlisting will be done via telephone call via their mobile number maintained in the Bank’s system, between 8.45am until 5.45pm from Mondays to Thursdays and between 8.45am until 4.45pm on Fridays (except public holidays), within eight (8) weeks from the end of Campaign Period to be confirmed as the winners of the Prize (“**Winner**”).
11. The Bank shall notify all Winners via SMS/telephone/electronic mailer/mailer based on their contact details maintained in the Bank’s system. Notwithstanding the foregoing, the Bank reserves the right to use any other medium or method, including the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my) for the purpose of announcing the Winners.
12. Winners shall be required to attend the prize presentation ceremony and/or other publicity programmes at their own costs and expenses as and when required as notified by the Bank via telephone call and/or electronic mailer with regards to the date, time and venue of the prize presentation ceremony and/or other publicity programmes. Any photos taken during these programmes shall be deemed as the Bank’s property and the Bank has the right to use any of the photos for all promotional / advertising / announcement purpose. The Bank shall make three (3) attempts to contact the Winners. If the Winner cannot be contacted after these attempts, the Bank shall make no further attempts or if the Winner is successfully contacted but fails to attend the ceremony and/or programmes without any valid reason(s), the Bank reserves the right to forfeit the said Winner’s trip and to select a new Winner.
13. In the event the Bank is unable to provide or the Winner chooses to forego the Prize won due to health reasons or Covid-19 concerns, the Bank reserves the right to substitute the Prize with an alternative Cash prize of a similar value with prior notice of at least five (5) calendar days on the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my).
14. The Prize offered in this Campaign cannot be construed as any endorsement or recommendation of the trip by the Bank. Visa is the main sponsor of the Prize and for any dispute in relation to the Prize, the Winner shall communicate with Visa without any recourse to the Bank. The Bank shall not be held liable for any losses or damages sustained by the

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Winner during or after the Qatar trip and shall not entertain any complaints whatsoever in relation to the Prize.

15. Upon receipt of the Prize, the Winner(s) agree not to hold the Bank liable for any action, claim, damage, expense, judgment, liability or proceeding suffered in relation with their participation in the Campaign or from winning the Prize.
16. Notwithstanding the foregoing, the Bank reserves the right to utilize any other medium or method, including the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my) for the purpose of announcing the Eligible Cardholders’ entitlement for the Prize.

#### Disqualification

17. The Bank reserves the right to disqualify the participation of any Eligible Cardholder for the purpose of this Campaign in the event:
  - (a) the Eligible Cardholder’s Eligible Card account is in default of any facilities granted at any time during the Campaign Period; or
  - (b) the Eligible Cardholder’s Eligible Card account is closed within twelve (12) weeks from the end of the Campaign Period; or
  - (c) the Eligible Cardholder’s has provided untrue information or acted fraudulently in any manner during the Campaign Period; or
  - (d) The Eligible Cardholder has breached any of the terms and conditions stipulated herein.

#### General

18. The Bank would not be liable to any Eligible Cardholder for any damage or losses suffered, including loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages, arising from the Eligible Cardholder’s participation in this Campaign, or the Bank exercising its rights pursuant to any of the terms and conditions herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank’s gross negligence, wilful default or fraud.
19. The Bank shall have the right to vary, amend, delete or add to any of the terms and conditions set out herein, in whole or in any part from time to time including varying the Campaign Period with Prior Notice.
20. The Bank shall, at any time, have the right to cancel, terminate or suspend this Campaign with Prior Notice. Any notice to be given by the Bank shall be posted in the Bank’s official website at [www.ambank.com.my](http://www.ambank.com.my) or its branches, and any such notice shall be deemed given when so posted at its official website or its branches, whichever is earlier.
21. The Bank’s decision on all matters relating to this Campaign shall be final and binding and no correspondence or appeal will be entertained.
22. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholders when any Force Majeure event occurs. “**Force Majeure**” refers to any unforeseen events and/or circumstances which are not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove such as fire, earthquake, flood, epidemic, pandemic,

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accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.

23. The Bank would not be liable to any Eligible Cardholder for any damage or losses suffered, including loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages, arising from the Eligible Cardholders’ participation in this Campaign, or the Bank exercising its rights pursuant to any of the terms and conditions herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank’s gross negligence, willful default or fraud.
24. All disputes concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by, construed, and enforced in accordance with the laws of Malaysia. The parties hereby submit to the exclusive jurisdiction of the courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.
25. The Bahasa Malaysia version of this Terms and Conditions is also available. In the event of any discrepancies or conflict in the interpretation of this Terms and Conditions, the English and Bahasa Malaysia versions of each of these terms and conditions shall be construed as equivalent of each other and each of the Terms and Conditions stipulated in both languages shall carry the same meaning.
26. For any assistance and/or feedback related to this Campaign, the Eligible Cardholders may call the Bank’s Contact Centre at +603-2178 8888, operational daily from 7am to 11pm or email to [custmercare@ambankgroup.com](mailto:custmercare@ambankgroup.com).