

## ZEROLISATION - JomPAY ZERO FEE (“CAMPAIGN”) TERMS & CONDITIONS

**REMINDER: The Participants (as defined below) is hereby reminded to read and understand the terms and conditions below which is available at [www.ambank.com.my](http://www.ambank.com.my). If the Participants does not understand any of the terms and conditions below, the Participants is advised to discuss with the Bank’s staff, authorized representative or agents.**

### DEFINITION

For the purpose of this terms and conditions, the following words and expressions shall have the meanings assigned to them unless the context otherwise requires:

1. **“AmBank Group”** refers to all related companies and associate companies of the Bank and its holding company incorporated within or outside Malaysia, whether existing now or in future.
2. **“Bank”** collectively means AmBank (M) Berhad (‘AmBank’) [Registration No. 196901000166 (8515-D)] and AmBank Islamic Berhad (‘AmBank Islamic’) [Registration No. 199401009897 (295576-U)], both incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having their registered address at Level 22, Bangunan AmBank Group, No.55, Jalan Raja Chulan, 50200 Kuala Lumpur.
3. By participating in the Campaign, Participants are taken to have read, understood and agreed to abide by and be bound by these terms and conditions of the Campaign, the Data Protection & Privacy Notice as detailed below, and all amendments, additions, replacements, deletions and modifications hereto (**“Terms and Conditions”**) as may be made from time to time by the Bank and shall be bound by them and abide by the decision of the Bank.
4. **“Prior Notice”** refers to notice issued by the Bank to customers within 14 calendar days and published on the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my)

### CAMPAIGN

5. The **“Campaign”** means **“ZEROLISATION - JomPAY ZERO FEE CAMPAIGN”** organised by the Bank in accordance with the Terms and Conditions as stipulated herein.

### CAMPAIGN PERIOD

6. The **1<sup>st</sup> August 2020 until 31<sup>st</sup> January 2021**, both dates inclusive (**“Campaign Period”**) or such other period(s) as may be determined by the Bank with Prior Notice to Participant before the new Terms and Conditions take effect.

## ENTRY ELIGIBILITY

7. Must be either an existing or new customer of AMBB or AMBI and signed up as JomPAY merchant within the Campaign Period (“**Participant**”).
8. If you are not a JomPAY merchant, please sign-up to be eligible to participate in this Campaign. Application to be a JomPAY merchant and the required supporting documents must be submitted to Cash Sales, Transaction Banking within the Campaign Period.

## QUALIFYING CRITERIA

9. The Bank shall select the first ten (10) completed JomPAY submissions based on a first come, first served basis.
10. Fee waiver (“**ZERO fee**”) is applicable for a duration of six (6) months effective from the subsequent month of JomPAY Merchant ID go-live date. Example as below:

Submission date	JomPAY Merchant ID Go-live date	ZERO fee period commencement date	ZERO fee period end date
4 <sup>th</sup> Aug 2020	4 <sup>th</sup> Sep 2020	1 <sup>st</sup> Oct 2020	31 <sup>st</sup> Mar 2021
31 <sup>st</sup> Jan 2021	19 <sup>th</sup> Mar 2021	1 <sup>st</sup> Apr 2021	30 <sup>th</sup> Sep 2021
3 <sup>rd</sup> Feb 2021	10 <sup>th</sup> Apr 2021	Not an eligible Participant due to submission date is after the Campaign Period	

11. The transaction must be made during the Campaign Period and comply with the entry eligibility and qualifying criteria mentioned herein, in order to be considered as eligible entry (“**Eligible Entry(s)**”). Entries received outside the Campaign Period will be disqualified.

## PRIZES

12. ZERO fee shall be in a form of cash rebate (“**Cash Rebate**”) and shall be credited to the eligible Participant’s collection account within two (2) months from the ZERO fee period end date. Example as below:

JomPAY Merchant ID Go-Live date	ZERO Fee period commencement date	ZERO Fee period end date	Cash Rebate credit date
4 <sup>th</sup> Sep 2020	1 <sup>st</sup> Oct 2020	31 <sup>st</sup> Mar 2021	31 <sup>st</sup> May 2021
19 <sup>th</sup> Mar 2021	1 <sup>st</sup> Apr 2021	30 <sup>th</sup> Sep 2021	30 <sup>th</sup> Nov 2021

13. ZERO fee is subjected to a maximum of RM0.50 for the first one hundred (100) transactions within the Campaign Period, whichever is lower. Example as below:

ZERO fee	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Total Transaction</b>	20	80	100	150	200	500
<b>Total Cash Rebate</b>	RM10	RM40	RM50	RM50	RM50	RM50

14. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the Prizes requested by winners will be permitted.
15. Cash Rebate for ZERO fee is non-transferrable and non-exchangeable for cash. The Bank reserves at its discretion to substitute any of the Cash Rebate with that of similar value. Taxes, fees and other costs associated with the use of the Cash Rebate are the sole responsibility of the winner.
16. The Bank reserve the right to substitute or replace the Prizes offered in this Campaign with a similar valued price with the Prize with another item of similar value with prior notice.

#### **PROCESS OF WINNERS SELECTION AND PRIZE REDEMPTION**

17. All decisions made by the Bank in relation to the Campaign including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes is final and conclusive. No further correspondence, queries or appeals shall be entertained.

#### **PRIVACY NOTICE**

18. By participating in the Campaign, the Participants give their consent to and authorise the Bank to collect, store, use, process their particulars ("**Personal Data**") for the purpose of running the Campaign, but not limited to announcing and publishing Personal Data at the Bank's website for advertising and publicity purposes.
19. The Bank may use a third party service including but not limited to participating JomPAY Financial Institutions to process the Participants' Personal Data. All such third parties are contractually obliged, not to use the Participants' Personal Data in any other way than stated herein.
20. The Participants also give their consent to their respective banks to share and disclose their Personal Data to the Bank for the purpose related to the Promotion.
21. Under the laws of Malaysia, the rights of the Participants includes:
  - a) The rights to withdraw consent for the use of Personal Data at any time by contacting the Bank at the contact details mentioned below.
  - b) The rights to obtain a copy of the Personal Data which the Bank hold; and
  - c) The rights to correct inaccurate Personal Data.
22. The Bank shall take reasonable precautions to keep the Participants' Personal Data secure, and requires third party processors to do the same. However, the Bank may disclose the Participants' Personal Data if required by law, search warrant, subpoena or court order.
23. All Personal Data relating to the Promotion shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.

## GENERAL TERMS AND CONDITIONS

24. By participating in this Campaign, the Eligible Customer(s) are advised to read and understand the below terms and conditions which are available at <http://www.ambank.com.my/eng/terms-and-conditions>.
  - a) General Terms and Conditions for Accounts and Services; and
  - b) Specific Terms and Conditions for Commodity Murabahah-Based Current or Savings Account (applicable to AmBank Islamic Current and Savings Account only).
25. The Bank shall be entitled to amend, vary, delete or add to any of these Campaign Terms and Conditions and/or to modify, cancel, terminate or suspend the Campaign at any time with giving prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Participants as a result of the above.
26. To the fullest extent permitted by applicable laws, the Bank offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Campaign, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes.
27. The Bank shall not be liable and responsible nor shall accept any liabilities of whatsoever nature howsoever arising or suffered by any Participants resulting directly or indirectly from this Campaign.
28. All decisions made in relation to the Campaign shall be final, conclusive and binding.
29. The Bahasa Malaysia version of this Terms and Conditions is also available. In the event of any discrepancy or conflict in the interpretation of these terms and conditions, the English and Bahasa Malaysia versions of each of these terms and conditions shall be construed as the equivalent of each other, and each of the terms and conditions stipulated shall carry the same meaning.
30. By participating in the Campaign, Participants agree to be bound by the Terms and Conditions herein. The Campaign Terms and Conditions contained in the Bank's website <http://www.ambank.com.my> shall prevail over any inconsistent terms and conditions contained in any other promotional or advertising materials for the Campaign.
31. All questions 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.
32. For any assistance and/or feedback relating to this Campaign, Participant(s) may contact the Bank's Contact Centre by calling 03-2178 8888 or via e-mail to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).

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