

Terms and Conditions

MERCHANT DEBIT CARD REBATE CAMPAIGN

Campaign Period : 21 August 2023 to 31 March 2024

REMINDER: The Eligible Merchant(s) (as defined below) are hereby reminded to read and understand the conditions below which are available at www.ambank.com.my/TNC. If the Eligible Merchant(s) do not understand any of the conditions herein, the Eligible Merchant(s) are advised to discuss with the Bank's authorised representative for this Campaign.

1 Definition

1.1 For the purpose of this Campaign Notice, the following words and expressions shall have meanings assigned to them except where the context otherwise requires:

“**AmBank Group**” refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated within or outside Malaysia, existing now or in the future.

“**Bank**” refers to AmBank (M) Berhad [Registration No.: 19690100016 (8515-D)] or AmBank Islamic Berhad (Registration No.: 199401009897 (295576-U)), both incorporated in Malaysia and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Campaign**” refers to “Merchant Rebate Campaign” organised by the Bank in accordance with the conditions as stipulated herein.

“**CA/-i**” refers to AmBank Current Account/AmBank Islamic Current Account of the Eligible Merchant(s) maintained with the Bank.

“**Merchant**” means individuals, business including sole proprietors, partnerships and companies registered with Companies Commission of Malaysia, government agencies, statutory bodies, societies and other similar legal entities registered with the Bank to become a Merchant and receives payments for good and services from a customer through AmBank Merchant terminal.

“**Prior Notice**” means a notice by the Bank of at least three (3) calendar days and published on the Bank's website at www.ambank.com.my.

“**Settlement Function**” is defined as the procedures required of and carried out by the Eligible Merchant via a Point of Sales (POS) Terminal/ for purposes of transmitting data of Card/ E-Debit Transactions to the Bank or the terminal vendor to enable the Bank to make settlement to the Eligible Merchant.

“**Participating Months**” means each full month during which merchant participate in this Campaign.

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.

2 Campaign Period

2.1 This Campaign will commence on 21 August 2023 and end on 31 March 2024 both dates inclusive (“Campaign Period”). The Bank reserves the right to vary or amend the duration of the Campaign Period with Prior Notice.

3 Campaign Eligibility

- 3.1 This Campaign is open to selected existing AmBank Merchant that have successfully registered for a Bank's CA-i during the Campaign Period and have fulfilled the Campaign mechanics and conditions herein ("**Eligible Merchant**").
- 3.2 The CA-i deposit account opened under this Campaign is protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

4 Campaign Mechanics

- 4.1 To participate in this Campaign, the Eligible Merchant must fulfil the following:
- (i) The Eligible Merchant is required to register and maintain an active AmBank CA-i as the settlement account during the Campaign Period.
- (ii) The Eligible Merchant need to maintain a minimum deposit amount in their CA-i in accordance with the sales volume for six (6) months as per table below:

Tier - Merchant Sales Volume (RM)	Required six (6) Months Average CA-i balance (RM)
10,000 – 50,000	70,000
50,001 – 100,000	150,000
100,001 – 200,000	350,000

- 4.2 Upon fulfilling the conditions abovementioned, Eligible Merchant will be entitled to receive 0.20% debit Merchant Discount Rate ("**MDR**") on all local debit card transactions (0.20% Debit MDR") up to six (6) months provided the following Campaign criteria & requirements have been fulfilled by the Eligible Merchants:
- 4.3 The Eligible Merchant is required to adhere to all conditions below in order to enjoy a Debit Merchant Discount Rate of 0.20% ("**0.20% Debit MDR**") during the Campaign Period:
- (i) The Eligible Merchant is required to maintain an active CA-i utilize the settlement function.
- (ii) The Eligible Merchant need to comply with all terms and conditions provided in the Bank's Merchant Services Terms and Conditions, or such other conditions as the Bank may stipulate from time to time by giving prior notice; and
- (iii) the Bank has not received any notice requiring the Bank to withhold payment to the Eligible Merchant or the Bank has yet to exercise its discretion to withhold payment to the Eligible Merchant pursuant to Merchant Terms and Conditions.
- 4.4 The 0.20% Debit MDR rebate will be credited into the Eligible Merchants' CA-i within eight (8) weeks after the end of the six (6) participating months and it will be reflected on the statement of account in the following month.
- 4.5 In the event the Eligible Merchant fails to inform the Bank that they did not receive the 0.20% Debit MDR within eight (8) weeks after the end of the six (6) participating months, the Eligible Merchants are deemed to have received the 0.20% Debit MDR and any appeal or request for the reimbursement of the duly charged MDR will be evaluated by the Bank. Bank's decisions pertaining any appeal on MDR will be final.
- 4.6 The Bank will not entertain any request from the Eligible Merchants to transfer the 0.20% Debit MDR to other accounts maintained with the Bank or accounts maintained at any other financial institution or any third party's accounts.

- 4.7 The 0.20% Debit MDR is non-transferable to any third party and non-exchangeable for up-front cash, credit or any such other kind.
- 4.8 By participating in the Campaign, the Eligible Merchants:
- (a) Agree that they have read, understood and agreed to be bound by the terms and conditions stated herein;
 - (b) Agree that all records of transactions captured by the Bank's system within the Campaign Period is based on local date and time and shall be accurate and conclusive;
 - (c) Agree that the Bank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Merchants.

5 Disqualification

- 5.1 The Bank has the right to disqualify the participation of any Eligible Merchants for the purpose of this Campaign the Eligible Merchants in the event:
- (a) the Eligible Merchant' CA-i is closed within four (4) weeks from the expiry of the Campaign Period; or
 - (b) the Eligible Merchant have provided untrue information or acted fraudulently in any manner during the Campaign Period;
 - (c) the Eligible Merchant have breached any of the conditions stipulated herein.
- 5.2 Eligible Merchant who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to or during the Campaign Period shall not be eligible to participate and/or shall be immediately disqualified from participating in the Campaign.

6 General

- 6.1 By participating in this Campaign, the Eligible Merchant are advised to read and understand the conditions herein, which shall be read together with:
- a) General Terms and Conditions for Accounts and Services;
 - b) Specific Terms and Conditions for Commodity Murabahah-Based Current Account (applicable to CA-i only). The Eligible Merchant is required to log on to the Bank's official website at <http://www.ambank.com.my/eng/terms-and-conditions> for any Campaign updates or the latest terms and conditions, if any.
- 6.2 The Bank's decision on all matters relating to the Campaign is binding and final and no correspondence or appeal shall be entertained.
- 6.3 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.
- 6.4 The Bank is not liable for any loss or damages suffered such as loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, arising out of or in connection with the Campaign, save and except where such loss or damages were directly caused by the Bank's gross negligence, wilful default or fraud.
- 6.5 To the extent permitted by law, the Bank shall not be liable to the Eligible Customers when any Force Majeure event occurs. "Force Majeure" refers to any unforeseen events and/or

circumstances not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, each of which is beyond the control of neither party or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.

7. The Bank shall have the right to suspend, terminate or cancel the Campaign at any time by giving Prior Notice to the Eligible Merchants on the Bank's website at www.ambank.com.my.
8. The Bank shall have the right to vary, amend, delete or add to any of the conditions specifically set out herein, in whole or in any part from time to time, with Prior Notice.
9. No compensation in cash or any kind shall be given to the Eligible Merchants for any losses or damages suffered or incurred by the Eligible Merchants as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the terms and conditions herein unless the same is solely due to the gross negligence and/or default of the Bank.
10. To the extent permitted by law, the Bank shall not be liable to the Eligible Merchants for any losses or costs (including loss of business opportunities or profits) caused by abnormal and unforeseeable circumstances outside the Bank's reasonable control which is unavoidable, including but not limited to any accident, act of terrorist, breakdown of machinery, civil commotion, fire, industrial dispute, labour unrest, lock-out, natural disaster, riot, strike, war (whether declared or undeclared), or data processing system, electrical, telecommunication system or transmission link failure.
11. For any assistance and/or feedback relating to this Campaign, Eligible Customers may contact the Bank's Contact Centre at 03-2178 8888 (Monday - Sunday, 8.00 a.m. to 8.00 p.m.) or e-mail to customercare@ambankgroup.com