

## Terms and Conditions

### AmBank SIGNATURE Priority Private - AUM Linked Loyalty Programme Programme Period: 26 August 2023 – 30 June 2024

**REMINDER: The Eligible Clients (as defined below) is hereby reminded to read and understand the terms and conditions below and the additional terms and conditions (if any), which are available at <https://www.ambank.com.my/eng/terms-and-conditions>. If the Eligible Clients do not understand any of the terms and conditions and the updated terms and conditions (if any), the Eligible Clients are advised to discuss with any of the Bank's authorized representative.**

#### 1. Definition

For the purpose of this terms and conditions, the following words and expressions shall have the 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 and any reference to 'AmBank Group' in these terms and conditions herein, shall include all or any entity within the AmBank Group.

**"Bank"** refers to AmBank (M) Berhad [Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

**"Day"** refers Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

**"Prior Notice"** refers to notice by the Bank of certain facts or of a particular state of affairs of at least three (3) calendar days.

**"Programme"** refers to **"AmBank SIGNATURE Priority Private-AUM Linked Loyalty Programme"** organised by the Bank in accordance with the terms and conditions stipulated herein.

**"AmSPB"** refers to AmBank SIGNATURE Priority Banking.

**"Priority Private"** refers to AmBank SIGNATURE Priority Private.

**"Asset Under Management/ AUM"** refers to AUM in any Conventional and/or Islamic deposits or investment i.e. Savings Account + Current Account + Fixed Deposit (FD) + investments inclusive of Bancassurance whether Conventional or Islamic, held and offered through the Bank.

**"Principal Cardholder(s)"** refers to the principal cardholder of AmSPB The Metal Visa Infinite Credit Card.

“**Eligible Card**” refers to the Principal cardholders of AmSPB The Metal Visa Infinite Credit Card.

“**Loyalty Credits**” refers to loyalty credits earned based on the eligibility by AUM tier and bonus loyalty credits earned based on incremental AUM as stipulated in Table A. The loyalty credits will be credited into the respective Eligible Client’s Eligible Card in the form of cashback.

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. Programme Period

The Programme shall run from **26 August 2023 to 30 June 2024**, both dates are inclusive (“**Programme Period**”) or such other periods as may be determined by the Bank with Prior Notice to the Eligible Clients (as defined below) before the new terms and conditions take effect and published on the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my).

## 3. Eligibility

3.1 “**Eligible Clients**” refers to clients of the Bank who meets the following criteria:

- a) Priority Private client with minimum principal AUM of Ringgit Malaysia Two Million (RM2,000,000) at the end of each Programme month subject to Table A as stipulated below.
- b) Hold a principal AmSPB The Metal Visa Infinite Credit Card during the Programme Period as described herein,

but does not include:

- a) supplementary Priority Private client and supplementary cardholders
- b) cardholders of other credit cards, debit cards, prepaid cards, corporate cards or commercial cards, issued by the Bank; and/or
- c) cardholders whose card accounts have been suspended, cancelled or terminated for whatsoever reasons during and up till twelve (12) weeks after expiry of the Programme Period.

3.2 For the avoidance of doubt, this Programme does not require any registration for participation purpose.

## 4. Programme Mechanics

4.1 Eligible Client who meet the AUM tier eligibility with a minimum monthly card spend of Ringgit Malaysia Two Thousand (RM2,000) or equivalent on the Eligible Card will be entitled to Loyalty Credits according to their eligible AUM Tier as stipulated in Table A below.

**Table A : Loyalty Credits Entitlement Based on AUM Tier and Incremental AUM**

Eligibility by Principal AUM Tier	Loyalty Credits Entitlement
Tier 1: RM2,000,000 – RM4,999,999	RM250
Tier 2: RM5,000,000 – RM9,999,999	RM500
Tier 3: RM10,000,000 and above	RM1,000
<b>Bonus Loyalty Credits</b>	
<b>Every incremental AUM of RM500,000 = RM500</b>	
<b>Spend Conditions</b>	
<b>Eligible Client must meet the minimum monthly card spend of Ringgit Malaysia Two Thousand (RM2,000)</b>	

**Table B : Loyalty Credits Capping Limit**

Period	Programme Period	Maximum Loyalty Credits Entitlement Per Eligible Client	Maximum Total Loyalty Credits Allocated For Each Period
1	26 August 2023 – 31 December 2023 (4 months)	RM2,000	RM100,000 (RM25,000 monthly capping)
2	1 January 2024 – 31 March 2024 (3 months)	RM2,000	RM75,000 (RM25,000 monthly capping)
3	1 April 2024 – 30 June 2024 (3 months)	RM2,000	RM75,000 (RM25,000 monthly capping)

- 4.2 The total aggregate AUM (in Ringgit Malaysia (RM) and RM equivalent) of the Eligible Client of every calendar month will be used to determine the applicable AUM Tier and Loyalty Credits Entitlement which the Eligible Client is entitled to.
- 4.3 The Eligible Client who meet the criteria in clause 4.1 will also be entitled to a Bonus Loyalty Credit of Ringgit Malaysia Five Hundred (RM500) for every incremental AUM of Ringgit Malaysia Five Hundred Thousand (RM500,000). The total aggregate AUM (in Ringgit Malaysia (RM) and RM equivalent) of the Eligible Client's at the current calendar month versus the previous calendar month will be used to determine the net incremental AUM and Bonus Loyalty Credits Entitlement which the Eligible Client is entitled to.

### Illustration A

Client A signs-up as a Priority Private member on 1 Sep 2023 with AUM of RM 5,000,000 (baseline) and maintain the following monthly AUM and card spend.

Description	Sep 2023	Oct 2023	Nov 2023	Dec 2023
AUM Tier	RM5,000,000	RM5,300,000	RM5,800,000	RM5,800,000
Incremental AUM	RM0	RM300,000	RM500,000	RM0
Total Card Spend	RM1,000	RM3,000	RM3,000	RM4,000

### Total Loyalty Credits Earned for Client A

AUM Tier Loyalty Credits	RM500	RM500	RM500	RM500
Bonus Loyalty on Incremental AUM	RM0	RM0	RM500	RM0
Total Loyalty Credits Earned	<b>RM0</b> <i>(Not meeting RM2,000 minimum spend criteria)</i>	<b>RM500</b> <i>(Meet AUM Tier 1 Criteria &amp; RM2,000 minimum spend criteria)</i>	<b>RM1,000</b> <i>(Meet AUM Tier 1, RM500,000 incremental AUM criteria &amp; RM2,000 minimum spend criteria)</i>	<b>RM500</b> <i>(Meet AUM Tier 1 &amp; RM2,000 minimum spend criteria)</i>
	<b>Total Loyalty Credits Earned for Period 1</b> <b>RM2,000</b>			

- 4.4 The Eligible Client must be AUM Qualified by maintaining a minimum principal AUM of Ringgit Malaysia Two Million (RM2,000,000) throughout the Programme Period and at the point of Loyalty Credits fulfillment and must meet the minimum monthly card spend of Ringgit Malaysia Two Thousand (RM2,000) or equivalent on the Eligible Card to be entitled to the Loyalty Credits.
- 4.5 The maximum total allocated Loyalty Credits for each Programme Period is capped at Ringgit Malaysia One Hundred Thousand (RM100,000) for Period 1 and Ringgit Malaysia Seventy-Five Thousand (RM75,000) for Period 2 and Period 3 respectively as stipulated in Table B. Notwithstanding, each Eligible Client is entitled to the total Loyalty Credits inclusive of Bonus Loyalty Credits of up to a maximum of Ringgit Malaysia Two Thousand (RM2,000) for each period.
- 4.6 The Eligible Client who fulfilled the criteria in Clause 4.1, Clause 4.3 and Clause 4.4 will be eligible to the Loyalty Credits based on a first-come, first-served basis, according to the Eligible Card spend transaction stamp as recorded in the Bank's system.
- 4.7 The following card transactions will be **excluded** as qualifying card spend:
- On-going monthly instalments under the existing AmFlexi-Pay Program/ Easy Payment Plan (EPP), Balance Transfer (BT) and QuickCash (QC);
  - quasi-cash transactions for betting and/or gaming transactions;
  - transactions which are subsequently cancelled, disputed, refunded, or transactions which are unauthorized, suspicious or fraudulent in any nature/ subsequently discovered to be unauthorized, suspicious or fraudulent in any nature;

- d) interest/ management fee payments, late payment charges, charges for cash withdrawals, card services tax and any other form of service/ miscellaneous fees;
- e) e-wallet transactions from the following e-wallet service providers:

Merchant Category Code (MCC)	E-Wallet Service Providers
4121, 4789, 5734, 6540 & 7399	Grab Pay
4784	Touch 'n Go
6540	Boost / Big Pay

- f) cash advance / deposit / withdrawal transactions;
- g) any fees or charges imposed by the Bank;
- h) trade financing transactions;
- i) transactions which are under special corporate arrangements where existing rebates are applicable or for business purposes
- j) corporate bill payments or corporate GIRO transactions

4.8 All card spends transactions made during the Programme Period must be based on the Malaysian time as captured by the Bank's transaction records and posted to the Eligible Client's Eligible Card account during the Programme 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 and/or Merchant.

4.9 The Loyalty Credits will be credited into the respective Eligible Client's Eligible Card account within twelve (12) weeks from the end of the Programme Period and the Loyalty Credits (cashback) will be reflected in his/her card statement.

4.10 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 Eligible Clients' entitlement for the Cashback.

## 5 Disqualification

The Bank reserves the right to disqualify the participation of any Eligible Client's for the purpose of this Programme in the event: -

- a) the Eligible Client's Eligible Card account is in default of any facilities granted at any time during the Programme Period; or
- b) the Eligible Client's Eligible Card account is cancelled or closed within twelve (12) weeks from the end of the Programme Period; or
- c) the Eligible Client's has provided untrue information or acted fraudulently in any manner during the Programme Period; or
- d) the Eligible Client has breached any of these Terms and Conditions stipulated herein.

## 6 General

- 6.1 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 to vary the Programme Period with Prior Notice.
- 6.2 The Bank shall, at any time, have the right to cancel, terminate or suspend the Programme 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/eng/terms-and-conditions](http://www.ambank.com.my/eng/terms-and-conditions) or displayed in branches, and any such notice shall be deemed given when so posted at its official website or displayed in branches, whichever is earlier.
- 6.3 The Bank's decision on all matters relating to the Programme shall be final and binding and no correspondence or appeal will be entertained.
- 6.4 To the extent permitted by law, the Bank shall not be liable to the Eligible Clients 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, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
- 6.5 The Bank would not be liable to any Eligible Client 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 Clients' participation in this Programme, 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.
- 6.6 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.
- 6.7 The Eligible Client(s) is required to log on the Bank's corporate website for any Programme updates and refer to <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions, if any.
- 6.8 For any assistance and/or feedback related to this Programme, the Eligible Clients may contact the Bank's AmBank SIGNATURE Priority Private contact centre at **+603-2178 6600** (Monday – Sunday, 7.00 a.m. to 11.00 p.m.) or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).
- 6.9 The Bahasa Malaysia version of this Terms and Conditions is also available at <http://www.ambank.com.my/bm/terms-and-conditions>.