

Merchant Deposit Campaign Terms and Conditions
(1 February 2021 – 31 July 2021)

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

1. Definition

1.1 For the purpose of these 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 of Malaysia, existing now or in the future and reference to ‘AmBank Group’ in these terms and conditions herein, shall include all or any entity within AmBank Group.

“Merchant” refers to newly on-boarded Merchant Customers under Retail Banking during the Campaign Period.

“BCA/BCA-i” refers to Basic Current Account/Basic Current Account-i that is opened for newly on-boarded Merchant Customers.

“Merchant Settlement Account” refers to the BCA/BCA-i that is tagged for card transactions payment settlement.

“Monthly Average Balance (MAB)” is defined as the sum of all the daily closing balance of the deposits in Eligible Customer’s Merchant Settlement Account, divided by the number of days in the same month.

“Bank” refers to both **AmBank (M) Berhad (‘AmBank’)** [Registration No.: 196901000166 (8515-D)] and **AmBank Islamic Berhad (‘AmBank Islamic’)** [Registration No.: 199401009897 (295576-U)], companies incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having their registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“Retail Banking” refers to consumer banking that caters for Non-Individual Customers only.

“Campaign” refers to “Merchant Deposit Campaign” organised by the Bank in accordance with the terms and conditions stipulated herein.

“Prior Notice” means at least three (3) working days prior notice by the Bank and published on the Bank’s website at www.ambank.com.my.

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.

1.2 The term **“Associate Corporations”** shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013 or the Islamic Financial Services Act 2013, where applicable. The term **“Related Corporations”** shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

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2. Campaign Period

2.1 The Campaign will commence on **1 February 2021 and ends on 31 July 2021** (both dates are inclusive) ("**Campaign Period**") or such other periods as may be determined with Prior Notice by the Bank.

3. Eligibility

3.1 The Campaign is open to all merchant customers ("**Eligible Customers**") that are newly on-boarded during the Campaign Period.

3.2 The Campaign is only applicable to the BCA/BCA-i that is tagged as a Merchant Settlement Account.

3.3 The following categories of persons shall **NOT** be eligible to participate in this Campaign:

(a) Individual customers

(b) Permanent and/or contract employees of AmBank (M) Berhad and AmBank Islamic Berhad and their immediate family members (i.e. spouses, children and parents).

(c) Representatives, vendors and/or agents (including advertising and promotion agents) of AmBank Group (including their respective Related Corporations) and their immediate family members (spouses, children and parents).

4. Campaign Mechanics

4.1 The Eligible Customers must maintain a minimum MAB of RM200,000 (Ringgit Malaysia: Two Hundred Thousand) in the Merchant Settlement Account for a duration of three (3) months from the Eligible Customers on-boarding date in their respective batches.

4.2 Eligible Customers who meet the criteria in clause 4.1 above will qualify for selection of winners from their respective batches.

4.3 Qualified Eligible Customers will go through a winners' selection process after the cut-off period of the respective batches.

4.4 Details are illustrated in Table 1 below:

Table 1

Batch	On boarding of Eligible Customers	Duration of 3 months	Minimum MAB	Cut-off Period
1	1 February 2021 – 28 February 2021	1 March 2021 – 31 May 2021	RM200,000	31 May 2021
2	1 March 2021 – 31 March 2021	1 April 2021 – 30 June 2021	RM200,000	30 June 2021
3	1 April 2021 – 30 April 2021	1 May 2021 – 31 July 2021	RM200,000	31 July 2021
4	1 May 2021 – 31 May 2021	1 June 2021 – 31 August 2021	RM200,000	31 August 2021
5	1 June 2021 – 30 June 2021	1 July 2021 – 30 September 2021	RM200,000	30 September 2021
6	1 July 2021 – 31 July 2021	1 August 2021 – 31 October 2021	RM200,000	31 October 2021

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5. Prizes

5.1 There will be five (5) identified winners from each batches. Each winner from the respective batches will receive a cash prize of Ringgit Malaysia Five Thousand (RM5,000) (**Batch Prize**) as shown in Table 2 below:

Table 2

Batch	No. of Winners	Prize
1	5	RM5,000 each
2	5	RM5,000 each
3	5	RM5,000 each
4	5	RM5,000 each
5	5	RM5,000 each
6	5	RM5,000 each

5.2 Each winner is only allowed to win one (1) Batch Prize.

5.3 The prizes are non-transferable to any third party and non-exchangeable for credit or any such other kind.

6. Selection of Winners

6.1 The Bank's system shall assign a unique serial number to each qualified Eligible Customers from the respective batches during the Campaign Period, which is then used for sorting all qualified Eligible Customers in an ascending order. Following this, each qualified Eligible Customer is then numbered sequentially starting from 1 for the serial number with the lowest value ("**Sequential Number**").

6.2 The total number of qualified Eligible Customers shall then be divided by ten (10) to return the multiplier value for shortlisting of five (5) Eligible Customers from the respective batch for the Batch Prize ("**Potential Batch Prize Winners**").

Example:

200 total qualified Eligible Customers are divided by 10 to return the multiplier value of 20, which means that the Eligible Customers' with the 20th and its multiples, i.e. 40th, 60th until 200th serial number shall be shortlisted as Potential Batch Prize Winners.

6.3 The shortlisted Potential Batch Prize Winners with the lowest Sequential Number shall be contacted for a Question and Answer session via recorded telephone call ("**Phone Q&A**") at their mobile numbers maintained in the Bank's system, between 9.00am to 5.00pm from Monday to Friday (except public holidays), within twelve (12) weeks from the cut-off period of the respective batches, at the discretion of the Bank.

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- 6.4 The shortlisted Potential Batch Prize Winners shall be required to answer one (1) question correctly to be selected as the Batch Winner. The Bank shall make three (3) attempts to contact the Potential Batch Prize Winners within the same day. If the first contact attempt fails due to reasons such as calls went unanswered, mobile number not in service, no connection or any such reasons, then the Bank shall make two (2) more attempts at the next available time at the Bank's discretion. If the final attempt also fails, then the shortlisted Potential Batch Prize Winner shall be disqualified from winning the said Prize. The next-in-line Potential Batch Prize Winner with the lowest Sequential Number from the list of Potential Batch Prize Winners shall then be contacted to have an opportunity to win the Batch Prize.
- 6.5 If that shortlisted Potential Batch Prize Winner fails to answer the Phone Q&A correctly, then the said shortlisted Potential Batch Prize Winner shall be disqualified from winning and the next-in-line Potential Batch Prize Winner shall be contacted to have an opportunity to win the Batch Prize.
- 6.6 The Bank shall not be responsible for any telephone calls made to the shortlisted Potential Batch Prize Winner which are incomplete, disconnected, unanswered, or the unavailability of the said Potential Batch Prize Winner at the appointed date and time and/or due to any other such reasons.

7. Prize Winners

- 7.1 The Bank shall notify the prize winners via SMS/telephone/electronic mailer/mailer/etc. based on their contact details maintained in the Bank's system. Notwithstanding the foregoing, the Bank reserves the right to use any other channels or methods, including the Bank's website at www.ambank.com.my as it deems fit, for the purpose of announcing the winners.
- 7.2 The results of all winners shall be announced within twelve (12) weeks from the cut-off period of the respective batch for winners' computation.
- 7.3 All winners may be required to attend a 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. The Bank shall make three (3) attempts to contact the winner. If a winner fails to be contacted after these attempts, the Bank shall make no further attempts to contact the winner or if the winner is successfully contacted but fails to attend such ceremony and/or programmes without any valid reasons, the Bank reserves the right to forfeit the said winner's Prize and to select the next Shortlisted Eligible Customer via Q&A as the next new winner.
- 7.4 All cash prizes shall be credited into each respective winner's BCA/BCA-i that is tagged as a Merchant Settlement Account.

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8. Disqualification

- 8.1 The Bank reserves the right to disqualify the participation and/or transaction of any Eligible Customers for the purpose of this Campaign without having to notify the Eligible Customers in the event:
- a) The selected banking transactions are received before and/or after the stipulated Campaign Period; or
 - b) the Eligible Customer's BCA/BCA-i that is tagged as a Merchant Settlement Account is in default of facilities granted at any time during the Campaign Period; or
 - c) the Eligible Customer's BCA/BCA-i that is tagged as a Merchant Settlement Account is closed before the notification of the winners by the Bank; or
 - d) the Eligible Customer has provided untrue information, acted fraudulently or has not acted in good faith in any manner during the Campaign Period; or
 - e) the Eligible Customers have breached any of the terms and conditions stipulated herein.

9. General

- 9.1 By participating in this Campaign, the Eligible Customers are advised to read and understand the below terms and conditions which are available at <https://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).

The Eligible Customer(s) is required to log on to the Bank's official website at <https://www.ambank.com.my/eng/terms-and-conditions> for any updates or the latest terms and conditions, if any.

- 9.2 The Bank's decision on all matters relating to the Campaign is binding and final and no correspondence or appeal shall be entertained.
- 9.3 All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in court of Malaysia in Kuala Lumpur.
- 9.4 The Bank would not be liable to any Eligible Customers for any damages 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 Customers' 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.
- 9.5 The Bank shall have the right to suspend, terminate or cancel the Campaign at any time by giving Prior Notice on the Bank's website at www.ambank.com.my.

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- 9.6 The Bank shall have the right and discretion to vary, amend, delete or add to any of the terms and conditions specifically set out herein, in whole or in any part from time to time, including varying the Campaign Period as it deems fit and appropriate with Prior Notice. No compensation in cash or any kind shall be given to the Eligible Customers for any losses or damages suffered or incurred by the Eligible Customers 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.
- 9.7 For avoidance of doubt, cancellation, termination or suspension of this Campaign by the Bank shall not entitle the Eligible Customers to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Eligible Customer as a direct or indirect result of the act of cancellation, termination or suspension.
- 9.8 To the extent permitted by law, the Bank shall not be liable to the Eligible Customers for any taxation in relation to all types of prizes, losses or costs (including loss of business opportunities or profits) caused by abnormal and unforeseeable circumstances outside the Bank's reasonable control which are unavoidable, including but not limited to any accident, act of terrorism, 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.
- 9.9 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
- 9.10 For any assistance and/or feedback relating to this Campaign, Eligible Customers may contact the Bank's Corporate Services Contact Centre from 8.45am to 5.45pm (Monday to Thursday) and 8.45am to 4.45pm (Friday) by calling 03-2178 3188 or e-mail to e-ambizcare@ambankgroup.com.