

Terms & Conditions
Special Tranche For Non-Individual Fixed Deposit
3 months @ 4.50% p.a. & 6 months @ 4.40% p.a.
(27 November 2018 – 31 December 2018)

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:

“Bank” refers to AmBank Berhad (Company No: 8515-D), company incorporated under the laws of Malaysia and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“AmBank Group” refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated inside or outside 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 the AmBank Group.

“Prior Notice” means notice by the Bank of certain facts or of a particular state of affairs of at least three (3) calendar days.

“Fixed Deposit” refers to Conventional Fixed Deposit, the products offered for this promotion via over the counter at any AmBank branches in Malaysia.

“Retail Banking” refers to consumer banking that caters for non-individual customers.

“Retail Small Medium Enterprises Customers” refers to Retail SME Customers, also refer as non-individual customers under Retail Banking including the following:

- (a) SMEs (Small Medium Enterprises with turnover of up to RM25 million annually, including Sole-proprietorship/partnerships); or
- (b) Non-profit organizations/charitable bodies/societies.

“Business Banking Customers” refers to customers under the Enterprise Banking and Commercial Banking segment.

“Promotion” refers to non-individual Fixed Deposit Promotion 3 months @ 4.50% p.a. and 6 months @ 4.40% p.a. organised by the Bank in accordance with the terms and conditions stipulated herein.

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.

“Fresh Fund” refers to monies or funds that are:-

- a) not transferred from any existing Bank deposit account; or
- b) transferred from another bank/financial institution into the customer’s Bank deposit account not more than seven (7) calendar days prior to deposit placements. Deposit placements made by way of cheque(s) are subject to their clearance and will only be considered as deposit placements by the Retail Individual Customers after the cheques are paid or cleared and will only be considered good if not returned or dishonoured.

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 Promotion Period

- 2.1 The Promotion shall **commence on 27 November 2018 and ends on 31 December 2018** (both dates are inclusive) or upon reaching RM1 billion of funds placed with the Bank by the Eligible Customers, whichever comes first ("Promotion Period"). The Bank reserves the right to vary or amend the duration of the Promotion Period at its sole and absolute discretion with Prior Notice. The Promotion will be subject to immediate revision should there be any Overnight Policy Rate (OPR) changes.

3 Eligibility

- 3.1 The Promotion is open to all new and existing Retail Small Medium Enterprises Customers and Business Banking Customers ("Eligible Customer") who opens a new Fixed Deposit Account (eligible for protection by PIDM) and places the amount (referred to Clause in 4) with the Bank during the Promotion Period.
- 3.2 The Promotion is applicable to Conventional Fixed Deposit only. For avoidance of doubt, the following products are **NOT AVAILABLE** under this Promotion:
- Am50plus; and/or
 - AmQuantum Investment
- 3.3 Employees of the AmBank Group and their immediate family members (spouses, children and parents) are also eligible to participate in this Promotion. Staff rate is not allowed to be added on.

4 Fixed Deposit Promotional Rate

This Promotion is available for placement made over the counter at any AmBank Branches in Malaysia. The tenure, promotional rate and placement amount are as specified in the table below:

Tenure	Promotional Rate	Minimum Placement Amount (For Non-Individual)
3 months	4.50% p.a.	RM50,000
6 months	4.40% p.a.	RM50,000

- 4.2 The Promotion is subject to a minimum Fresh Fund placement of:
- a) Ringgit Malaysia Fifty Thousand (RM50,000) for non-individual placement and customers must have a SME / Business Banking CASA or done FX in the last 3 months to enjoy this rate.
- 4.3 The Fixed Deposit shall NOT be used as collateral for pledging purposes.
- 4.4 Any placements under this Promotion that are uplifted/withdrawn prematurely shall be subject to the following conditions:-
- a) No interest shall be paid if the Fixed Deposit is uplifted/withdrawn prematurely on or after 1 January 2019 There will be a full interest penalty upon the upliftment/premature withdrawal.
- 4.6 The Promotional Rate stated above is applicable for one (1) cycle only i.e. 3 months or 6 months from the date of placement. Upon maturity of the Fixed Deposit after the Promotion Period, the Bank's prevailing board rates for Fixed Deposit shall apply to any rollovers and/or renewal.

5 General

- 5.1 By participating in this Promotion, the Eligible Customer(s) and/or any party related herein consent and agree to be bound by the terms and conditions herein, to be read together with the General Terms

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and Conditions of Accounts and Services. In the event of any inconsistency between the terms and conditions herein and the General Terms and Conditions of Accounts and Services, these terms and conditions shall prevail in so far as it relates to the Promotion

- 5.2 The Promotional Rate is not valid with any other promotions of the Bank. No other special, additional or preferential rates shall be given under the Promotion.
- 5.3 The Bank shall have, at any time, the right and absolute discretion to cancel, terminate or suspend this Promotion with Prior Notice without assigning any reason.
- 5.4 The Bank shall have the right and absolute discretion 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 Promotion Period as it deems fit, necessary and appropriate with Prior Notice.
- 5.5 Any notice to be given by the Bank shall be posted in the Bank's official website at 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.
- 5.6 The Bank shall have the absolute right to cancel the participation of or disqualify any Eligible Customer from participating in the Promotion if it finds or determines that:
- (a) The said Eligible Customer has provided untrue information or acted fraudulently or wrongfully in any manner during the entry process or throughout the Promotion Period; or
 - (b) The Eligible Customer has breached or potentially breached the terms and conditions herein.
- 5.7 Unless expressly stated otherwise, these terms and conditions shall prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for the Promotion
- 5.8 The Bank's decision on all matters relating to the eligibility of the Promotion shall be final and binding on all the participating Eligible Customer.
- 5.9 Under no circumstances will the Bank be held liable for any of the followings:
- (a) loss or damages due to any act of god, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failures or any event beyond the reasonable control of the Bank;
 - (b) including without limitation to loss of income, profits, goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, howsoever arising whether in contract, tort, negligence or;
- otherwise borne in connection with the Promotion the Bank having exercised its rights and entitlement under any of these terms and conditions, and even if the Bank having exercised its rights and entitlement under any of these terms & conditions, and even if the Bank has been advised of the possibility of such damages in advance, all such damages are expressly excluded.
- 5.10 All terms and conditions stipulated herein shall be governed by and construed in accordance with the laws of Malaysia.
- 5.11 The Eligible Customer is required to access to the Bank's corporate website for promotion updates at <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms & conditions, if any.