

TERMS & CONDITIONS FOR TRADE UTILISATION CAMPAIGN

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 authorized representative.

1. DEFINITION

1.1 For the purposes of this Terms and Conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires: -

“**Bank**” means AmBank (M) Berhad [Company No. 196901000166 (8515-D)] and AmBank Islamic Berhad (Company No: 295576-U), companies incorporated in Malaysia under the Companies Act 1965 and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur;

“**Campaign**” means “Trade Utilisation” organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

Words importing the singular shall also include the plural and vice versa;

“**Day**” means Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

A “**month**” means a period beginning in one calendar month and ending in the next calendar month.

“**Prior Notice**” means a notice by the Bank of at least three (3) calendar days and emailed to customer.

2. Campaign Period

2.1 The campaign will commence on 1 Jan 2021 and ends on 31 Mar 2021 (3 months), both dates inclusive, (“Campaign Period”).The Bank reserves the right to vary or amend the duration of the Campaign Period at its discretion with Prior Notice.

3. Eligibility

3.1 The Campaign is open to AmBank/AmBank Islamic selected non-individual banking Trade Finance customers (“Eligible Customer”).

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4. Campaign Mechanism

- 4.1. The Campaign is open to eligible and selected Trade Finance customers of the Bank who have been invited to participate in the Campaign via email or letter.
- 4.2. To participate in this Campaign, eligible and selected customers of the Bank are required to have a Trade Utilisation facility with the bank as at 31 Dec 2020.
- 4.3 This is an auto enrolled campaign, no registration required. Campaign info and terms & conditions will be email and posted to the selected customers office registered in Bank's record.
- 4.4 Rewards for selected customers that fulfilled below parameters:
- 4.4.1 Applicable for Multi Trade: Asset (MTF) & Contingent, Non-Project. Reschedule & Restructure Account will be excluded in this Campaign.
- 4.4.2 Reward open to 3 cycles with stipulated conditions:

Campaign Cycle	Date	Conditions	Prizes
1 st	1 st – 31 st Jan 2021	Min 8% UT incremental from previous month – Dec 2020	RM 150
2 nd	1 st – 28 th Feb 2021	Min 8% UT incremental from previous month – Jan 2021	RM 150
Finale	1 st – 31 st Mar 2021	70% Utilisation against MTF Limit As at 31 st Mar 2021.	RM 700

Example:

Conditions	simulation	Prizes
Min 8% UT incremental from previous month – Dec 2020	Example: MTF balance as at Dec 2020: RM100,000 Balance as at 31 st Jan 2021: RM 108,000 (min)	RM 150 Entitled
Min 8% UT incremental from previous month – Jan 2021	Example: MTF balance as at Jan 2021 : RM108,000 Balance as at 28 th Feb 2021: RM 117,000 (min)	RM 150 Entitled
70% Utilisation against MTF Limit As at 31 st Mar 2021.	MTF Limit as at 31 st Mar 2021: RM 200,000 Balance as at 31 st Mar 2021: RM 104,000 (min)	RM 700 Entitled

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4.4.3 1st cycle Utilisation will benchmark against the individual customers Utilisation rate as at 31th Dec 2020.

4.5 Prizes are in form of either shopping /meal vouchers/petrol card.

4.6 Winners will be notified via email and physical letter to the office registered in Bank's record within forty-five (45) working days after the campaign ended.

5. General

5.1 The Bank reserves the rights to vary, amend, delete or add to any of the Terms and Conditions of the Program, in whole or in part from time to time, including to vary the Campaign Period (include ending the Campaign earlier or extending it further) as it deems fit, necessary and appropriate prior notice to the customer will be made to inform customers during the campaign period. .

5.2 Any notice given by the Bank in relation to this Campaign shall be posted and email to your office address and email address respectively in the Bank's record.

5.3 The Bank shall have the rights and discretion to disqualify any customer that is found to be tampering with the Campaign and/or the operation of the Campaign, to be acting in breach or potential breach of the Terms and Conditions herein.

5.4 The Bank reserves the rights and discretion to retract, forfeit and/or not to pay the total incentive earned under the Campaign if such customer has committed fraudulent, dishonest or wrongful acts.

5.5 The Bank shall have absolute and sole discretion to withdraw, cancel, terminate or suspend the Campaign at any time for whatever reasons with a prior notice. For avoidance of doubt, any withdrawal, cancellation, termination or suspension by the Bank of this Campaign shall not entitle the customer for any claim or compensation against the Bank for any and all losses or damages suffered or incurred by customer whether as a direct or indirect result of such withdrawal, cancellation, termination or suspension.

5.6 By participating in the Campaign, customers consent to and agree to be bound by the Terms and Conditions, and the decision of the Bank.

5.7 The decision of the Bank on all matters (including but not limiting to any disputes and any other matter which are not covered by these Terms and Conditions) in relation to the Campaign shall be final and binding on the customer and no further correspondence or appeal will be entertained.

5.8 The Bank shall not at any time be responsible or held liable for any loss, damage and/or harm suffered or incurred by customers and/or third parties in connection with and/or arising from the campaign.

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- 5.9. 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, willful default or fraud.
- 5.10. To the extent permitted by law, the Bank shall not be liable to the Eligible Customer(s) 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.
- 5.11. Unless expressly stated otherwise, the terms and conditions herein set forth, including any amendments thereto, will prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for this Campaign
- 5.12. 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 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
- 5.13. By participating in the Campaign, customers consent to the Bank disclosure of personal data of the customers for publication in any mass media or marketing material for advertising or publicity purposes in any manner as and when the Bank deems necessary with permission from customers.
- 5.14 The Bahasa Malaysia version of this Terms and Conditions is also available at <https://www.ambank.com.my/eng/terms-and-conditions>. In the event of any discrepancies 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 equivalent, and each of the terms and conditions stipulated shall carry the same meaning.
- 5.15 For more information and clarification, kindly contact us at:
Transaction Banking Marketing
E: tb-marketing@ambankgroup.com

Terma & Syarat untuk “Kempen Trade Utilisation”

PERINGATAN: Pelanggan yang layak menyertai Kempen ini diingatkan untuk membaca dan memahami terma-terma dan syarat-syarat di bawah yang boleh didapati melalui www.ambank.com.my/eng/terms-and-conditions.

1. Definisi-Definisi

- 1.1 Untuk tujuan terma dan syarat ini, perkataan dan ungkapan berikut hendaklah mempunyai makna yang ditentukan kecuali konteks memerlukan sebaliknya:

“**Bank**” merujuk kepada AmBank (M) Berhad [No. Syarikat: 196901000166 (8515-D)] atau AmBank Islamic Berhad [No. Syarikat: 199401009897 (295576-U)] kedua-dua syarikat yang diperbadankan di Malaysia di bawah Akta Syarikat 1965 (dimansuhkan oleh Akta Syarikat 2016) dan mempunyai alamat berdaftar di Tingkat 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Kempen**” merujuk kepada “Trade Utilisation” yang dianjurkan oleh Bank yang berkaitan dengan syarat dan terma yang tertera.

“**Hari**” bermaksud Isnin hingga Jumaat dan pada bila-bila pejabat Bank yang berdaftar dibuka, kecuali dinyatakan sebaliknya.

“**Bulan**” bermaksud permulaan pada satu bulan dan berakhir pada hari sebelum bermulanya bulan seterusnya.

“**Notis Awal**” bermaksud notis oleh Bank berkenaan fakta-fakta tertentu atau berkenaan sesuatu keadaan yang tertentu yang diberi sekurang-kurangnya tiga (3) hari kalendar.

2. Tempoh Kempen

- 2.1 Kempen ini akan bermula pada 1 Jan 2021 dan berakhir pada 31 Mac 2021 merangkumi kedua-dua tarikh (“Tempoh Kempen”). Pihak Bank memelihara hak untuk mengubah atau meminda Tempoh Promosi atas budi bicaranya dengan memberi Notis Awal.

3. Kelayakan

- 3.1 Kempen ini terbuka kepada Pelanggan bukan individu Terpilih AmBank / AmBank Islamic yang melanggan fasiliti Trade Finance (“Pelanggan yang layak”).

4. Kempen Mekanisma

- 4.1 Kempen ini terbuka kepada pelanggan “Trade Finance” yang layak dan terpilih dan dijemput untuk menyertai Kempen ini secara bertulis melalui emel atau surat.

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- 4.2 Untuk menyertainya, pelanggan yang layak dan terpilih perlu memiliki fasiliti “Trade Utilisation” dengan Bank pada 31 Dis 2020.
- 4.3 Penyertaan ini adalah secara automatik dan tidak memerlukan sebarang pendaftaran.
- 4.4 Ganjaran untuk pelanggan yang layak selepas memenuhi parameter seperti berikut:
- 4.4.1 Tertakluk kepada “Multi Trade Asset” (MTF) & “Contingent”, akaun “Non-Project” “Reschedule & Restructure” adalah terkecuali dari penyertaan kempen ini.
- 4.4.2 Ganjaran terbuka kepada 3 pusingan dan tertakluk kepada syarat berikut:

Pusingan	Tarikh	Syarat-syarat	Ganjaran
1	1 st – 31 st Jan 2021	Min tambahan pada kadar 8% dalam “UT” berbanding bulan sebelumnya – Dis 2020	RM 150
2	1 st – 28 th Feb 2021	Min tambahan pada kadar 8% dalam “UT” berbanding bulan sebelumnya – Jan 2020	RM 150
Terakhir	1 st – 31 st Mar 2021	Mencapai 70% Utilisation berbanding had MTF pada 31 Mac 2021.	RM 700

Ilustrasi:

Syarat-Syarat	Contoh	Ganjaran
Min tambahan pada kadar 8% dalam “UT” berbanding bulan sebelumnya – Dis 2020	Contoh: Baki “MTF” pada Dis 2020: RM100,000. Baki pada 31 Jan 2021: RM 108,000 (min)	RM 150
Min tambahan pada kadar 8% dalam “UT” berbanding bulan sebelumnya – Jan 2020	Contoh: Baki “MTF” pada Jan 2021 : RM108,000 Baki pada 28 Feb 2021: RM 117,000 (min)	RM 150
Mencapai 70% Utilisation berbanding had MTF pada 31 Mac 2021.	Had “MTF” pada 31 Mac 2021: RM 200,000 Baki pada 31 Mar 2021: RM 104,000 (min)	RM 700

- 4.4.3 Penanda aras untuk Pusingan 1 Utilisation akan diambil kira kadar Utilisation pada setiap pelanggan bertarikh 31 Dis 2020.

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- 4.5. Ganjaran adalah terdiri daripada bentuk baucer membeli-belah / makanan / kad petrol.
- 4.6. Pemenang akan dimaklumkan menerusi emel dan surat fizikal ke alamat pejabat anda yang didaftarkan dalam rekod Bank. Ganjaran akan disampaikan dalam empat puluh lima (45) hari kerja selepas tamatnya tempoh Kempen.

5. PERKARA UMUM

- 5.1 Bank mempunyai hak dan budi bicara untuk mengubah, meminda, memadam atau menambah ke atas mana-mana terma dan syarat yang dinyatakan di dalam ini, secara keseluruhan atau mana-mana bahagian dari semasa ke semasa termasuk mengubah Tempoh Kempen, dengan memberikan Notis Terdahulu.
- 5.2 Sebarang notis yang akan diberikan oleh Bank akan berada dalam bentuk emel dan surat yang akan dikirim dan dihantar ke alamat pejabat yang tertera dalam rekod Bank.
- 5.3 Bank berhak untuk membatalkan penyertaan atau membatalkan kelayakan mana-mana Pelanggan yang layak daripada mengambil bahagian dalam Kempen ini sekiranya ia mendapati atau menentukan bahawa Pelanggan telah melanggar atau cuba melanggar sebarang terma dan syarat.
- 5.4 Bank berhak untuk menarik balik, membatalkan dan atau tidak menunaikan jumlah insentif seperti mana yang tertera dibawah Kempen sikaranya Pelanggan didapati melakukan penipuan, ketidakjujuran atau tindakan salahlaku.
- 5.5 Bank berhak menurut budi bicaranya untuk membatalkan, menamatkan atau menggantungkan Kempen ini dengan memberi Notis Awal. Sebarang keraguan, pengeluaran, pembatalan, penamatan dan penggantungkan kempen oleh Bank, pelanggan tidak berhak menuntut pampasan terhadap Bank atas sebarang kerugian dan kerosakan yang dialami secara langsung dan tidak langsung.
- 5.6 Dengan menyertai Kempen ini, Pelanggan yang layak memberi kebenaran dan bersetuju untuk terikat dengan terma dan syarat di dalam ini.
- 5.7 Keputusan oleh pihak Bank untuk sebarang perkara (termasuk dan tidak terhad kepada pertikaian dan lain-lain perkara yang tidak merangkumi di dalam terma dan syarat ini) yang berkenaan dengan Kempen akan dianggap sebagai muktamad dan mengikat pelanggan serta tiada surat-menyurat atau rayuan akan dilayan.
- 5.8 Bank dan/atau Kumpulan AmBank tidak akan bertanggungjawab untuk apa-apa kerugian atau kerosakan yang dialami seperti kehilangan pendapatan atau keuntungan, atau secara tidak langsung, insiden, berbangkit, teladan, ganti rugi atau ganti rugi khas mana-mana pihak termasuk pihak ketiga, yang timbul daripada atau berkaitan dengan Kempen, melainkan dan kecuali jika kehilangan atau kerosakan sedemikian secara langsung disebabkan oleh kelalaian kasar Bank, lalai sengaja atau penipuan.

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- 5.9 Walau apa pun yang bertentangan di dalam ini, Bank tidak akan bertanggungjawab ke atas apa-apa kegagalan atau kelewatan dalam pelaksanaan kewajipannya di bawah terma dan syarat yang timbul daripada atau disebabkan oleh kuasa di luar kawalan munasabah Bank, seperti sebarang bencana alam, peperangan, rusuhan, penghentian pekerjaan, kemalangan, penguncian, tindakan perindustrian atau malapetaka.
- 5.10 Semua soalan mengenai pembinaan, kesahan, penguatkuasaan dan tafsiran terma dan syarat yang dinyatakan di dalam ini akan ditadbir oleh, ditafsirkan dan dikuatkuasakan mengikut undang-undang Malaysia. Pihak-pihak dengan ini mengemukakan kepada bidang kuasa Mahkamah Malaysia untuk tujuan apa-apa guaman, tindakan atau prosiding lain yang timbul daripada atau berdasarkan terma dan syarat yang terkandung di sini.
- 5.11 Terma dan syarat ini boleh didapati dalam versi Bahasa Inggeris di <http://www.ambank.com.my/eng/terms-and-conditions>. Sekiranya terdapat percanggahan atau konflik dalam pentafsiran terma dan syarat ini, versi Bahasa Inggeris dan Bahasa Malaysia bagi setiap terma dan syarat ini akan dianggap setara, dan setiap terma dan syarat yang ditetapkan adalah membawa makna yang sama.

Untuk sebarang bantuan dan/atau maklum balas yang berkaitan dengan Kempen ini, sila hubungi Bahagian Pemasaran, Perbankan Transaksi.

E: TB-Marketing@ambankgroup.com