

Terms and Conditions

“Next Station: Italy, Japan or Langkawi?” Campaign Campaign Period: 17 May 2023 to 31 August 2023

REMINDER: The Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the additional/updated terms and conditions (if any), which are available at www.ambank.com.my/TnC. If the Eligible Cardholders do not understand any of the terms and conditions and the additional/updated terms and conditions (if any) stated herein, the Eligible Cardholders are advised to discuss with the Bank’s authorised representative.

Definition

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.

“**Bank**” refers to AmBank (M) Berhad (‘**AmBank**’) [Registration No.: 196901000166 (8515-D)] and AmBank Islamic Berhad (199401009897 (295576-U) both having their registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur

“**Campaign**” refers to “**Next Station: Italy, Japan or Langkawi?**” Campaign organised by the Bank in accordance with the terms and conditions stipulated herein.

“**Prior Notice**” means a notice by the Bank of at least five (5) calendar days and published on the Bank’s website at ambank.com.my

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank (M) Berhad, (196901000166 (8515-D)) (“AmBank”) or AmBank Islamic Berhad (199401009897 (295576-U)) (“AmBank Islamic”) (collectively referred to as “**the Bank**”) relevant Credit Card/Credit Card-i agreement(s) (“**Cardholder Agreement**”) which govern the use of the Credit Card/Credit Card-i issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement, these Terms and Conditions will prevail in so far as it relates to the Campaign (as defined below).

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.

Campaign

1. The “**Campaign**” refers to a campaign called “**Next Station: Italy, Japan or Langkawi?**” Campaign organised by the Bank where Eligible Cardholders may win an amazing holiday to Italy, Japan or Langkawi or receive cashback when they fulfil a spend requirement. The terms and conditions as stipulated herein.

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Campaign Period

- The Campaign will commence on **17 May 2023 and ends on 31 August 2023**, both dates inclusive (“**Campaign Period**”) or such other periods as may be determined by the Bank with Prior Notice to the Eligible Cardholders (as defined below).

Eligibility

- “**Eligible Cardholders**” refers to the customers of the Bank who hold a principal or supplementary credit card/ credit card-i (“**Eligible Card**”) during the Campaign Period excluding :
 - cardholders of debit card, corporate cards, commercial cards, or insurance cards issued by the Bank; and/or
 - cardholders whose card accounts have been suspended, cancelled or terminated for whatsoever reasons during and up till twelve (12) weeks after expiry of the Campaign Period.
 - permanent, contract and/or temporary staff or employees of the Bank (including its subsidiaries and affiliated companies) and their immediate family members (children, parents, siblings, including spouses); and
 - representative and/or agents involved in this Campaign (including but not limited to the advertising and promotion agents).
- For the avoidance of doubt, this Campaign does not require any registration for participation.

Campaign Mechanics and Conditions

- To stand a chance to win the Prize (as hereinafter defined), the Eligible Cardholders must within the Campaign Period make a minimum spend requirement as follows:

Category	Eligible Transactions	Entries
(A)	Every min RM50 spend	1X Entry
(B)	Every min RM50 spend on Oversea or Online or Easy Payment Plan (EPP)	5X Entries

*Supplementary Cards spend will be accorded to the respective Principal cardholder.

- Should there be an overlapping transaction between Online or EPP or Overseas in one single transaction, cardholder will earn a maximum 5X entries only. For EPP transactions, the entries will be allocated based on the full transaction amount. Subsequent monthly EPP billing will not be entitled to a new entry.
- For the avoidance of doubt, Eligible Principal Cardholder and its' Supplementary will gain cumulative entries and can only win one (1) unit of Campaign Prize or (1) unit of Cashback Prize throughout the whole campaign period.

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Example of Entries Earning:

Scenario 1: Spends by Principal Cardholder A

Spend Category & Amount	Principal/ Supplementary Card	No. of entries earned for (A)	No. of entries earned for (B)
EPP: RM5000	Principal	-	500
Online: RM90	Principal	-	5
Dining: RM50	Principal	1	-
Online EPP: RM2000	Principal	-	200
Overseas Spend/ Foreign Currency: RM250	Principal	-	25
Grocery: RM220	Principal	4	-
Online: RM30	Principal	-	-
Online Overseas Spend/ Foreign Currency: RM300	Principal	-	30
Total Qualifying Entries		765	

Scenario 2: Spends by Principal Cardholder B and Supplementary Cardholder B

Spend Category & Amount	Principal/ Supplementary Card	No. of entries earned for (A)	No. of entries earned for (B)
Overseas Spend/ Foreign Currency: RM500	Principal	-	50
Overseas Spend/ Foreign Currency: RM48	Supplementary	-	-
Online: RM85	Supplementary	-	5
Shopping: RM130	Supplementary	2	-
Grocery: RM210	Principal	4	-
Petrol: RM90	Supplementary	1	-
Dining: RM150	Principal	3	-
EPP: RM8000	Principal	-	800
Total Qualifying Entries accorded to Principal Cardholder B		865	

Prizes

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Campaign Prize		
Grand Prize	8 Days 7 Nights Trip to Italy which includes: <ol style="list-style-type: none"> i. Return economy flight tickets for two (2) originating from KLIA airport in Malaysia to Rome, Italy ii. 7 nights’ hotel accommodation (4-star) iii. Airport transfers in Italy iv. On-ground activities with transport included 	1 Winner x 2 pax (Total 2 Pax)
2nd Prize	6 Days 5 Nights Trip to Japan <ol style="list-style-type: none"> i. Return economy flight tickets for two (2) originating from KLIA airport in Malaysia to Tokyo, Japan ii. Airport transfers in Tokyo iii. 5 nights’ hotel accommodation (4-star) 	5 Winners x 2 pax (Total 10 Pax)
3rd Prize	3 Days 2 Nights Trip to Langkawi <ol style="list-style-type: none"> i. Return economy flight tickets for two (2) originating from KLIA airport to Langkawi ii. Airport transfers in Langkawi iii. 2 nights’ hotel accommodation (5-star) 	10 Winners x 2 pax (Total 20 Pax)
Cashback Prize		
RM100 Cashback		750 Winners

8. All Eligible Transactions are as provided in Clause 5 and are charged to any Eligible Cardholder’s Eligible Card(s) during the Campaign Period for the purchase of goods or services incurred for the personal consumption of the Eligible Cardholder, and not for business purposes. For the avoidance of doubt, Eligible Transactions **exclude** the following transactions:-
- (a) Any personal transactions that are subsequently cancelled, disputed or refunded; or
 - (b) Transactions which are unauthorised or fraudulent/subsequently discovered to be unauthorised or fraudulent; or
 - (c) Transactions which are under special corporate arrangements where rebates are applicable; or
 - (d) retail transactions performed that are defined as recurring transactions by the merchant or their acquiring bank, for example, payment for monthly insurance premium with credit card or eWallet service providers such as Touch ‘N Go / GrabPay / ShopeePay;
 - (e) quasi-transactions for betting and/or gaming;
 - (f) on-going monthly instalments under the existing AmFlexi-Pay Programme/Easy Payment Plan;
 - (g) corporate bill payments or corporate GIRO transactions;
 - (h) cash advance / deposit / withdrawal transactions;

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- (i) any fees or charges imposed by the Bank;
 - (j) trade financing transactions;
 - (k) transactions which are under any special corporate arrangements where rebates are applicable;
9. All Eligible Transactions made during the Campaign Period must be based on the Malaysian time as captured by the Bank’s transaction records and posted to the Eligible Cardholder’s Card account during the Campaign 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 Mastercard, Visa, UnionPay, merchant establishments or any other party.
10. The Bank shall not entertain any enquiries or disputes regarding this Campaign three (3) months after the Campaign Period has ended.
11. The merchants’ category code (MCC) and the merchants’ description name or any transaction details, tagging or identifications assigned by the Eligible Dining/Grocery Merchants’ acquiring bank for each of the Eligible Dining/Grocery Merchants shall be consistent with the records in the Bank’s system. Any discrepancies between the MCC and the merchant’s description name or any transaction details, tagging or identifications assigned by the Eligible Dining/Grocery Merchants’ acquiring bank with the records in the Bank’s system may result in the Eligible Cardholder(s) being omitted from the Cashback entitlement under the Campaign.
12. Any determination by the Bank as to what constitutes Eligible Transactions are final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.

Campaign Fulfilment of Prizes

Campaign Prize

13. Shortlisted Campaign Prize Winners will be contacted by the Bank via telephone call at their mobile number maintained in the Bank’s system between 8.45am until 4.45pm from Monday to Friday (except public holidays), within 8 weeks from the end of Campaign Period, and be required to answer a pre-determined question. Should the shortlisted Campaign Prize winner be uncontactable after two (2) attempts or provided the wrong answer, the Bank reserves the right to disqualify the shortlisted Campaign Prize Winner. The next on the list of the Shortlisted Campaign Prize Winner will then be contacted until there are sixteen (16) confirmed winners.
14. It shall be the Eligible Cardholder(s)’ responsibility to ensure that their mobile numbers and mailing addresses provided are current and updated with AmBank in the event of any changes being made to the same by the Eligible Participant(s). AmBank shall not be responsible to the Eligible Cardholder(s) for any loss (including loss of opportunity and consequential loss flowing therefrom) suffered in the event that the Eligible Cardholder(s)’ mobile numbers in AmBank’s record is not current or correct.

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15. Campaign Prize Winners is required to attend the prize giving ceremony (if any/necessary) and in the event the prize winner is unable to attend the said ceremony, he/she will automatically be disqualified, and no compensation or arrangement will be made after the prize giving ceremony.
16. Travel must be completed by 31 August 2024 for Campaign Prize Winners.
17. Campaign Prize is strictly non-transferable and non-exchangeable for cash.
18. Campaign Prize Winners is required to make a reservation directly with Corporate Information Travel Sdn. Bhd. Kindly contact them at their office where contact details can be found in their website (<https://cit.travel/>).
19. Any dispute(s) arising from the Campaign Prize must be settled directly by the Winner and Corporate Information Travel Sdn. Bhd. (“CIT”). The Bank is not responsible for investigating or resolving any disputes between the Winner and CIT and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).
20. The inclusion of the Campaign Prize in this Campaign cannot be construed as any endorsement or recommendation of the Campaign Prize by the Bank.

Cashback Prize

21. Shortlisted Cashback Winners will receive a Q&A SMS at their mobile number maintained in the Bank’s system. Should the Shortlisted Cashback winner not respond to the SMS within the deadline stipulated in the SMS or provided the wrong answer, the bank shall forfeit the cashback amount won by the Shortlisted Cashback Winner.
22. The Cashback will be credited into the respective winner’s Principal Eligible Card account within eight (8) weeks from the end of the Campaign and the Cashback will be reflected in his/her statement of Card account.
23. 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 for the purpose of announcing the Eligible Cardholders entitlement for the Cashback.

Disqualification

24. The Bank reserves the right to disqualify the participation of any Eligible Cardholder’s for the purpose of the Campaign in the event:-
 - (a) the Eligible Cardholder’s Eligible Card account is in default of any facilities granted at any time during the Campaign Period; or
 - (b) the Eligible Cardholder’s Eligible Card account is cancelled or closed within twelve (12) weeks from the end of the Campaign Period; or
 - (c) the Eligible Cardholder’s has provided untrue information or acted fraudulently in any manner during the Campaign Period; or
 - (d) the Eligible Cardholder has breached any of the terms and conditions stipulated herein.

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Liability

25. The Bank would not be liable to any Eligible Cardholder 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 Cardholders' participation in the 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.

General

26. 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 Campaign Period with Prior Notice.
27. The Bank shall, at any time, have the right to cancel, terminate or suspend the Campaign 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 or its branches, and any such notice shall be deemed given when so posted at its official website or its branches, whichever is earlier.
28. The Bank's decision on all matters relating to the Campaign shall be final and binding and no correspondence or appeal will be entertained. All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes will be commenced and heard in the courts located in Malaysia.
29. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholders 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 natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of 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.
30. 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 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.
31. The Eligible Customer(s) is required to log on the Bank's corporate website for any Campaign updates and refer to <https://www.ambank.com.my/travel> for the latest terms and conditions, if any.
32. For any assistance and/or feedback related to the Campaign, the Eligible Cardholders may contact the Bank's Contact Centre at +603-2178 8888, operating daily from 7.00 a.m. to 11.00 p.m. or email to customer care@ambankgroup.com.