

AmBank UnionPay Platinum Card 15% Cashback Campaign
Terms and Conditions
Campaign Period: 1 December 2022 to 31 March 2023

REMINDER: The Eligible Cardholder (as defined below) is hereby reminded to read and understand the Terms and Conditions below which is available at www.ambank.com.my. If the Eligible Cardholder does not understand any of the Terms and Conditions below, the Eligible Cardholder is advised to discuss with the Bank's staff or authorized representative.

The “Bank” means **AmBank (M) Berhad** 196901000166 (8515-D). The Terms and Conditions herein are to be read together with the terms and conditions of the Bank's relevant Credit Card agreement(s) (“**Cardholder Agreement**”). In the event of any discrepancy or inconsistency between this Campaign's Terms and Conditions (“**Terms and Conditions**”) and the Cardholder(s) Agreement, this Campaign's Terms and Conditions shall prevail in so far as it concerns this Campaign.

“**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 AmBank Group.

“**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.

“**Prior Notice**” refers to notices issued by the Bank to customers within five (5) calendar days and published on the Bank's website at www.ambank.com.my.

“**Related Corporations**” shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

AmBank UnionPay Platinum Card 15% Cashback Campaign

The “**AmBank UnionPay Platinum Card 15% Cashback Campaign**” is organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

1. This **AmBank UnionPay Platinum Card 15% Cashback Campaign** shall run from **1 December 2022 to 31 March 2023** (both dates inclusive) (“**Campaign Period**”) or such other period as may be determined by the Bank with Prior Notice.

Eligible Cardholders and Registration

2. “**Eligible Cardholders**” means customers of the Bank who hold a Principal AmBank UnionPay Platinum Credit Card or Supplementary AmBank UnionPay Platinum Credit Card (“**Eligible Card**”) during the Campaign Period as described herein, but do not include:
 - (a) cardholders of other Visa / Mastercard credit card/-i, debit cards, prepaid cards, corporate cards, commercial cards, or insurance cards issued by the Bank; and/or
 - (b) 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.
3. For the avoidance of doubt, this Campaign does not require any registration for participation purpose.

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Eligible Transactions and 15% Cashback

4. Subject to the Terms and Conditions herein, all Eligible Cardholders who use their Eligible Cards to perform **any retail transaction(s)** (inclusive of online transaction(s)) with a minimum spend of Ringgit Malaysia Thirty (RM30) in a single transaction as recorded in the Bank's system ("**Eligible Transaction**"), will be eligible for a 15% Cashback ("**Cashback**") for the respective period stated in Clause 7 below.

For the avoidance of doubt, a principal or supplementary Eligible Cardholder is only entitled to a maximum Cashback of Ringgit Malaysia Fifty Only (RM50) each for the respective Campaign Month as stated in Clause 5 below.

5. The Eligible Cardholders who carry out the Eligible Transactions will receive the Cashback on a first-come, first-served basis, according to the transaction time stamp as recorded in the Bank's system, subject to the monthly and daily Cashback allocation for the respective Campaign Month provided in the table below:

Table 1: Cashback Allocation

Campaign Month	Period	Monthly Cashback Allocation
Campaign Month 1	1 December 2022 – 31 December 2022	RM20,000
Campaign Month 2	1 January 2023 – 31 January 2023	RM20,000
Campaign Month 3	1 February 2023 – 28 February 2023	RM20,000
Campaign Month 4	1 March 2023 – 31 March 2023	RM20,000

In the event the Cashback allocated for the respective period stated in the table above ("**Campaign Month**") has not been fully given out, the undistributed Cashback will be carried forward to the next month for distribution in the subsequent Campaign Month.

6. Only the successful transactions for personal use or consumption will be considered as Eligible Transaction. Any personal transactions that are subsequently cancelled, disputed, refunded, transactions which are unauthorised or fraudulent/subsequently discovered to be unauthorised or fraudulent, or transactions which are under special corporate arrangements where rebates are applicable will be excluded as Eligible Transactions.
7. All Eligible Transactions are as provided in Clause 4 (read together with Clause 6) above and are charged to any Eligible Cardholder's Eligible Card(s) during the Campaign Period must be for the purchase of goods or services incurred for the personal use or consumption of the Eligible Cardholder. For the avoidance of doubt, Eligible Transactions shall exclude the following transactions:-
- (a) quasi-transactions for betting and/or gaming;
 - (b) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;

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- (c) corporate bill payments or corporate GIRO transactions;
 - (d) cash advance / deposit / withdrawal transactions;
 - (e) any fees or charges imposed by the Bank;
 - (f) trade financing transactions;
 - (g) transactions which are under any special corporate arrangements where rebates are applicable;
 - (h) transactions which are not defined in Clause 4 (read together with clause 6); and
 - (i) 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.
8. 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 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 UnionPay.
9. 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.
10. The Cashback will be credited into the respective Eligible Cardholder's Eligible Card account within twelve (12) weeks from the end of each Campaign Month and the Cashback will be reflected in his/her statement of card account.
11. The Bank shall not entertain any enquiries or disputes regarding this Campaign three (3) months after the Campaign Period has ended.
12. 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.

General

13. By participating in this Campaign, the Eligible Cardholder(s) are to be bound by the Terms and Conditions herein, the decisions of the Bank and, any addition, variation or amendment made pursuant to Clause 4 from time to time with Prior Notice.
14. The Bank shall not be responsible or liable for any failure by any Eligible Cardholder(s) to participate in the Campaign at any time caused by any network, communication or system error, interruption and/or failure.
15. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholder(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, epidemic, pandemic

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each of which is beyond the control of the Bank or such other event, condition or circumstances of similar nature a may be classified as Force Majeure by the Bank from time to time.

16. The Bank's decision on all matter relating to this Campaign is final and binding on all Eligible Cardholder(s). No further correspondence or appeal will be entertained.
17. The Bank has 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 before the changes take effect. For the avoidance of doubt, the cancellation, termination or suspension by the Bank of this Campaign will not entitle the Eligible Cardholder(s) to any claim or compensation against the Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension save where such losses or damages suffered are caused by the wilful default, fraud or gross negligence of the Bank.
18. Unless expressly stated otherwise, the Terms and Conditions herein set forth, including any amendment thereto, will prevail over and other provisions and/or representation contained in any other notices/promotion/advertising materials for this Campaign.
19. The Bank reserves the right to:
 - a. disqualify any Eligible Cardholders to participate in this Campaign when the Eligible Cardholder has performed an ("Eligible Transactions"), in a manner or pattern which the Bank deems to be abnormal, irregular and/or is indicative of an attempt to obtain an unfair advantage over other Eligible Cardholders with normal/regular spending patterns, and the Bank's decision in this matter shall be final and conclusive on all Eligible Cardholders; and/or
 - b. forfeit the Cashback when there is reversal of ("Eligible Transactions") or cancellation of the Participating Credit Card/Credit Card-i during the Campaign Period or non-adherence to the Terms and Conditions herein.
20. By participating in this Campaign, the Eligible Cardholders give their consent to the Bank to disclose their information to any third-party vendor(s) appointed by the Bank for the purpose of executing and/or fulfilling the Campaign's mechanism. The Eligible Cardholder(s) are advised to read and understand AmBank Group's Privacy Notice, which is available on the Bank' website (<https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx>) and any of the AmBank/ AmBank Islamic branches.
21. 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 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.
22. For any assistance and/or feedback in relation to this Campaign, the Eligible Cardholder(s) may contact the Bank's Contact Centre at +603-2178 8888 Monday to Sunday from 7am to 11pm or email to customercare@ambankgroup.com.