

## Terms and Conditions

### **“AmBank/ AmBank Islamic Visa 10% Cashback Online Spend Campaign”**

**Campaign Period: 1 October 2022 until 31 March 2023**

**REMINDER: All Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated terms and conditions (if any) which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Eligible Cardholders do not understand any of the terms and conditions and/ or the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank’s staff, representative or agent.**

The terms and conditions herein are in addition to and to be read together with the AmBank (M) Berhad (196901000166 (8515-D))/AmBank Islamic Berhad (199401009897 (295576-U)) (collectively referred to as **“the Bank”**) relevant credit card/ credit card-i agreements (collectively referred to as **“Cardholder Agreements”**) 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 Agreements, these terms and conditions shall prevail in so far as it relates to the Campaign.

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. **“Campaign”** means **“AmBank/ AmBank Islamic Visa 10% Cashback Online Spend Campaign”** organised by the Bank in accordance with the terms and conditions as stipulated herein.

### **Campaign Period**

2. The Campaign shall run from **1 October 2022 until 31 March 2023**, both dates are inclusive (**“Campaign Period”**) or such other period as may be determined at the discretion of the Bank with prior notice of at least five (5) calendar days (**“Prior Notice”**) to the Eligible Cardholders (as defined below) before the new terms and conditions take effect.

### **Eligibility**

3. **“Eligible Cardholders”** mean the customers of the Bank who hold a principal or supplementary Visa credit card/ Visa credit card-i (**“Eligible Card”**) during the Campaign Period excluding the:
  - (a) cardholders of Mastercard credit card/credit card-i, UnionPay credit card, 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.
4. For the avoidance of doubt, the Campaign does not require any registration for participation purpose.

### **Eligible Transactions and 10% Cashback**

5. Subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform retail transaction(s) from the **selected online, eWallet and/ or utilities, entertainment merchants** listed below (**“List of Eligible Merchants”**) will be eligible for a **10% Cashback (“Cashback”) (“Eligible Transaction”)** up to a maximum amount of Ringgit Malaysia

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Fifteen (RM15) Only for each **Category (“Category 1” and “Category 2”)** as listed below, per Eligible Cardholder for the respective Campaign Month stated in Clause 7 below.

For the avoidance of doubt, a principal or supplementary cardholder of the Eligible Card is only entitled to a maximum Cashback of Ringgit Malaysia Fifteen (RM15) Only for each Category as listed below, per Eligible Cardholder for the respective Campaign Month stated in Clause 7 below.

#### List of Eligible Merchants

##### Category 1: Selected Online Shopping / eWallet Merchants

Taobao	Big Pay	Fave
Jaya Grocer	AEON	Lotus’s
Watsons	Guardian	ZALORA
Amway	Herbalife	BE International

##### Category 2: Selected Utilities / Entertainment Merchants

CELCOM	MAXIS	DIGI
U MOBILE	TNB	Telekom Malaysia
ASTRO	TIME	Netflix
myeg	PTPTN	PDRM Traffic

- All Eligible Transaction paid in Ringgit Malaysia (RM) will be eligible for the Cashback. For the avoidance of doubt, all Eligible Transactions paid in foreign currency will be converted into Ringgit Malaysia (RM) and the conversion rate is as determined by Visa International, plus a 1% foreign exchange conversion mark-up (previously known as administration cost) by the Bank on the converted Ringgit Malaysia amount.
- The Eligible Cardholders who carry out the Eligible Transaction will receive the Cashback on its respective transaction amount on a first-come, first-served basis, based on transaction time stamp as recorded in the Bank’s system, subject to the Cashback allocation for the respective period provided in the table below:-

No	Campaign Month	Campaign Week	Cashback Allocation
1	1 <sup>st</sup> month	1 October 2022 – 7 October 2022	RM12,400
2		8 October 2022 – 14 October 2022	RM12,400
3		15 October 2022 – 21 October 2022	RM12,400
4		22 October 2022 – 28 October 2022	RM12,400
5	2 <sup>nd</sup> month	29 October 2022 – 4 November 2022	RM12,400
6		5 November 2022 – 11 November 2022	RM12,400
7		12 November 2022 – 18 November 2022	RM12,400
8		19 November 2022 – 25 November 2022	RM12,400

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9	3 <sup>rd</sup> month	26 November 2022 – 2 December 2022	RM12,400
10		3 December 2022 – 9 December 2022	RM12,400
11		10 December 2022 – 16 December 2022	RM12,400
12		17 December 2022 – 23 December 2022	RM12,400
13	4 <sup>th</sup> month	24 December 2022 – 30 December 2022	RM12,400
14		31 December 2022 – 6 January 2023	RM12,400
15		7 January 2023 – 13 January 2023	RM12,400
16		14 January 2023 – 20 January 2023	RM12,400
17	5 <sup>th</sup> month	21 January 2023 – 27 January 2023	RM12,400
18		28 January 2023 – 3 February 2023	RM12,400
19		4 February 2023 – 10 February 2023	RM12,400
20		11 February 2023 – 17 February 2023	RM12,400
21		18 February 2023 – 24 February 2023	RM12,400
22	6 <sup>th</sup> month	25 February 2023 – 3 March 2023	RM12,400
23		4 March 2023 – 10 March 2023	RM12,400
24		11 March 2023 – 17 March 2023	RM12,400
25		18 March 2023 – 24 March 2023	RM12,400
26		25 March 2023 – 31 March 2023	RM12,400

8. Only the successful transactions for personal purchase of goods and services would 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 or for business purposes will be excluded as Eligible Transaction.
9. All Eligible Transaction are as detailed in clause 5 (read together with clauses 6 and 8) above and are required to be charged to any Eligible Cardholder’s Eligible Card(s) during the Campaign Period for the purchase of goods or services for the personal consumption of the Eligible Cardholder only, and not for business purposes. For the avoidance of doubt, Eligible Transactions exclude the following transactions:-
- (a) quasi cash transactions for betting and/or gaming except transactions paid via the Eligible Online Merchants / e-Wallets as stated in **Clause 5** above for the Eligible Transaction only;
  - (b) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;
  - (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;

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- (g) transactions which are under any special corporate arrangements where rebates are applicable;
  - (h) retail spend transactions which are not defined in Clause 5 (read together with clauses 6 and 8) above; and
  - (i) retail spend 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.
10. All Eligible Transaction made during the Campaign Period must be based on the Malaysian time as captured by the Bank’s system and posted to the Eligible Cardholder’s Eligible Card account during Campaign Period. The Bank is not responsible for any failure and/or delay in the transmission of evidence of purchase transactions due to reasons not within the Bank’s control such as the failure, delay, action or omission on the part of Visa.
11. The Bank shall not entertain any disputes or enquiries regarding the Cashback Campaign 3 months after the Campaign Period has ended.
12. The merchants’ category code (MCC) and the merchants’ description name assigned by the Eligible Online Merchants / e-Wallets’ acquiring bank for each of the Eligible Online Merchants / e-Wallets shall be consistent with the records in the Bank’s system. Any discrepancies between the MCC and the merchant’s description name assigned by the Eligible Online Merchants / e-Wallets’ acquiring bank with the records in the Bank’s system may result in the Eligible Cardholder(s) being omitted from the Cashback entitlement under this Campaign.
13. Any determinations by the Bank as to what constitutes Eligible Transaction is final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.
14. The Cashback will be credited into the respective Eligible Cardholder’s Eligible Card account within eight (8) weeks from the end of each Campaign Month and the Cashback will be reflected in his/her Eligible Card account statement.
15. Notwithstanding the foregoing, the Bank reserves the right to utilize any other medium or method, including the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my) for the purpose of announcing the Eligible Cardholders’ entitlement for the Cashback.

### **Disqualification**

16. The Bank reserves the right to disqualify the participation of any Eligible Cardholders 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 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**

17. The Bank would not be liable to any Eligible Cardholder 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 Cardholder’s 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**

18. 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.
19. The Bank shall have, at any time, the right to cancel, terminate or suspend the Campaign with Prior Notice.
20. 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 Kuala Lumpur.
21. 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 fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
22. For any assistance and/or feedback related to the Campaign, the Eligible Cardholders may contact the Bank’s Contact Centre at +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).