

Terms and Conditions
AmBank “Festive Dining Campaign”
Campaign Period: 18 December 2021 – 28 February 2022

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

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)) (collectively referred to as “**the Bank**”) credit card agreements (collectively referred to as “**Cardholder Agreements**”) which govern the use of the credit card 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**” means “**Festive Dining Campaign**” organised by the Bank in accordance with the Terms and Conditions as stipulated herein.

Campaign Period

2. The Campaign shall run from **18 December 2021 to 28 February 2022**, both dates inclusive (“**Campaign Period**”) or such other periods as may be determined at the discretion of the Bank with prior notice of at least five (5) calendar days’ notice (“**Prior Notice**”) to the Eligible Cardholders (as defined below) before the new terms and conditions take effect.

Eligible Cardholders and Registration

3. “**Eligible Cardholders**” means customers of the Bank who hold a Principal or Supplementary AmBank Visa Credit Card (“**Eligible Card**”) during the Campaign Period as described herein, but do not include:
 - (a) Cardholders of Mastercard credit cards, UnionPay credit cards, 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 to twelve (12) weeks after expiry of the Campaign Period.
4. For the avoidance of doubt, this Campaign does not require any registration for participation purposes.

Terms and Conditions
AmBank “Festive Dining Campaign”
Campaign Period: 18 December 2021 – 28 February 2022

Eligible Transactions, RM38 Cashback and RM88 Cashback

5. Subject to the terms and conditions herein, the following are eligible transactions for the purpose of this promotion:

“Eligible Transactions”	Cashback
a) dining transaction(s) with the prescribed Dining Merchant Category Code (“MCC”) with a minimum spend of Ringgit Malaysia Three Hundred and Eighty-Eight (RM388) in a single transaction	RM38 Cashback
b) dining transaction(s) with the prescribed Dining Merchant Category Code (“MCC”) with a minimum cumulative spend of Ringgit Malaysia Two Thousand (RM2,000) throughout campaign period	RM88 Cashback

Each Eligible Cardholder, as recorded in the Bank’s system, will be eligible for a RM38 Cashback (“**RM38 Cashback**”); and/or RM88 Cashback (“**RM88 Cashback**”) for the respective campaign period stated in Clause 6 below.

List of Prescribed Dining Merchant Code (MCC)

Spend Category	Merchant Category Code (MCC)	Description
Dining	5812 / 5813* / 5814	Eating Places, Restaurants, Bars*, Cocktail Lounges*, Discotheques*, Nightclubs*, Taverns* and Fast Food Establishments (for example, Tony Romas, McDonald’s, Grand Imperial Restaurant)

*Not applicable for AmBank Islamic Credit Card-i.

For the avoidance of doubt, a Principal or Supplementary Cardholder is only entitled to one (1) unit of RM38 Cashback each Campaign Month and up to a maximum of one (1) unit of RM88 Cashback throughout the Campaign Period, as stated in Clause 6 below.

6. The Eligible Cardholders who carry out the Eligible Transactions will receive the Cashback on a **first-come, first-served basis**, based on the transaction time stamp as recorded in the Bank’s system, subject to the Cashback allocation for the respective period provided in the following table:-

Campaign Period	Campaign Month	Units of RM38 Cashback Allocated	Units of RM88 Cashback Allocated
18 December 2021 till 28 February 2022	18 December 2021 till 31 January 2022	800	100
	1 February 2022 till 28 February 2022	800	

Terms and Conditions
AmBank “Festive Dining Campaign”
Campaign Period: 18 December 2021 – 28 February 2022

Unutilised Cashback allocated for a particular Campaign Month will be carried forward to the subsequent Campaign Month.

7. Only successful transactions for personal consumption will be considered as Eligible Transaction. The following transaction will be **excluded** as Eligible 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. Transaction for business purposes.

8. All Eligible Transactions are as provided in clause 5 (to be read together with clause 6 above) 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) quasi-transactions for betting and/or gaming;
 - (b) on-going monthly instalments under the existing AmFlexi-Pay Programme/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;
 - (g) transactions which are under any special corporate arrangements where rebates are applicable;
 - (h) retail spend transactions which are not defined in Clause 5 (to be read together with clause 7); and
 - (i) transactions which are subsequently cancelled, disputed, refunded, or transactions which are unauthorised, suspicious or fraudulent in any nature/subsequently discovered to be unauthorised, suspicious or fraudulent in any nature.

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 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 Visa.

10. The merchants’ category code (MCC) and the merchants’ description name or any transaction details, tagging or identifications assigned by the Eligible Merchants’ acquiring bank for each of the Eligible Online 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 Online 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 this Campaign.

11. 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.

Terms and Conditions
AmBank “Festive Dining Campaign”
Campaign Period: 18 December 2021 – 28 February 2022

12. The Cashback will be credited into the respective Eligible Cardholder’s Eligible Card account within eight (8) weeks from the end the Campaign Period and the Cashback will be reflected in his/her statement of Card account.
13. 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

14. The Bank reserves the right to disqualify the participation of any Eligible Cardholder’s for the purpose of this 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 these Terms and Conditions stipulated herein.

General

15. The Bank shall have the right and 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 Campaign Period with Prior Notice.
16. The Bank shall, at any time, have the right and discretion 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.
17. 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.
18. 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.
19. 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 this Campaign, or the Bank exercising its rights pursuant to any of the terms and conditions

Terms and Conditions
AmBank “Festive Dining Campaign”
Campaign Period: 18 December 2021 – 28 February 2022

herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank’s gross negligence, wilful default or fraud.

20. 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.
21. The Eligible Customer(s) is required to log on the Bank’s corporate website for any Campaign updates and refer to <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions, if any.
22. For any assistance and/or feedback related to this Campaign, the Eligible Cardholders may contact the Bank’s Contact Centre from 7.00 a.m. to 11.00 p.m. daily at **+603-2178 8888** or email to customercare@ambankgroup.com.