

Terms and Conditions

AmBank “Activate and Spend to Get RM75 Cashback”

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

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank (M) Berhad 1946901000166 / AmBank Islamic Berhad 199401009897 (collectively referred to as “**the Bank**”) relevant credit card/-i agreement(s) (collectively referred to as “**Cardholder Agreement**”) which govern the use of the 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 shall prevail in so far as it relates to this Campaign.

Except where the context otherwise requires, or unless these Terms and Conditions otherwise provide, all words, names and expressions defined in the Cardholder Agreement when used or referred to in these Terms and Conditions shall have the same meaning as that provided in the Cardholder Agreement.

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 AmBank’s “**Activate and Spend to Get RM75 Cashback**” organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

2. The Campaign shall run from **10 March 2020 until 31 March 2020**, both dates inclusive (“**Campaign Period**”) or such other period(s) as may be determined at the of the bank discretion) with prior notice of at least 5 calendar days’ notice to the Cardholders before the new terms and conditions take effect.

Eligibility

3. The Campaign is only open to selected customers of the Bank having a Credit Card/-i (“**Card**”) who received an invitation via the short message service (SMS) informing that the customer has yet to activate his/her Card or the customer has activated his/her Card but has not performed any retail transactions in the last twelve (12) months (“collectively known as **Eligible Criteria**”) as herein described, but does not include:-
 - (a) Cardholders of debit card(s), prepaid card(s), corporate card(s), commercial card(s), or insurance card(s) issued by the Bank; and/or
 - (b) Cardholders, whose Card accounts have been suspended, cancelled or terminated for whatsoever reasons during and up until Twelve (12) weeks after the expiry of the Campaign Period.

Hereafter collectively known as “**Eligible Cardholders**”.

4. No registration is required for the purpose of participating in this Campaign as all related Eligible Cards of the Eligible Cardholders including his/her supplementary cards(s) shall be

automatically tracked for tabulating the number of Eligible Transactions (as defined below) throughout the Campaign Period.

Eligible Transaction and RM75 Cashback

5. Upon satisfying the Eligibility Criteria in the Clause 3 above, the Eligible Cardholders must spend a minimum of **RM1,000 (accumulation of transactions) using their Card (“Eligible Transaction”)** during the period between **1 March 2020 until 31 March 2020 (“Spend Period”)**.
6. An Eligible Transaction shall exclude the following transactions:-
 - (a) quasi cash transactions for betting and/or gaming;
 - (b) new or on-going monthly instalments of AmFlexi-Pay Program / Easy Payment Plan / Balance Transfers or QuickCash;
 - (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 special corporate arrangement where rebate is applicable;
 - (h) retail spending transactions which are not defined in Clause 5 and Clause 8 of this Terms and Conditions; and
 - (i) retail spending transactions which are subsequently cancelled, disputed, refunded, unauthorized, suspicious or fraudulent transaction of any nature.
7. Each Eligible Cardholder, upon performing the Eligible Transaction within the Spend Period shall be entitled to receive the RM75 Cashback, on a first-come, first-served basis, subject to the availability of the Cashback. The total Cashback allocated throughout the Campaign Period is capped at Ringgit Malaysia One Hundred Ninety Seven Thousand Nine Hundred Sixty Cent (RM197,900.60) (**“RM75 Cashback”**).
8. The RM75 Cashback shall be credited into the respective Eligible Cardholder’s Card account within twelve (12) weeks from the end of the Campaign Period and the RM75 Cashback shall be reflected in Eligible Cardholders’ statement of Card account.
9. Each Eligible Cardholder is only entitled to a one (1) time of RM75 Cashback throughout the Campaign Period as outlined above.
10. Any determination by the Bank as to what constitutes an Eligible Transactions is conclusive and cannot be challenged in any manner whatsoever. All transactions as recorded by the Bank shall also be final and conclusive.
11. All Eligible Transactions within the Campaign Period must be based on Malaysian time as captured by the Bank’s transaction records and posted to the Eligible Cardholder’s Cards’ accounts within five (5) calendar days from the date of the transactions. The Bank is not responsible in any manner whatsoever for any failure and/or delay in the transmission of evidence of sales transactions by VISA, Mastercard, merchant establishments or any other party.

Disqualification

12. The Bank reserves the right to **disqualify the participation of any Eligible Cardholders** for the purpose of this Campaign in the event:-
 - (a) the Eligible Cardholder's Card account is in default of any time during the Campaign Period; or
 - (b) the Eligible Cardholder's Card account is closed/cancelled within twelve (12) weeks from the expiry of the Campaign Period; or
 - (c) the Eligible Cardholder has provided untrue information or acted fraudulently in any manner during the Campaign Period; or
 - (d) The Eligible Cardholder breaches any of these Terms and Conditions stipulated herein.

Liability

13. 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, wilful default or fraud.

General

14. The Bank's decision on all matters relating to the Campaign is binding and final and no further correspondence or appeal shall be entertained. All Terms and Conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Malaysia.
15. The Eligible Cardholders are advised to read and understand the terms and conditions of this Campaign. By participating in this Campaign, the Eligible Cardholders represents to the Bank that he/she has read and understood all the Terms and Conditions specified herein and the Bank shall have the right to suspend, terminate or cancel the Campaign at any time by giving prior notice of at least Five (5) calendar days' notice to the Cardholders before the new terms and conditions take effect on the Bank's website at www.ambank.com.my.
16. For avoidance of doubt, the cancellation, termination or suspension of this Campaign by the Bank shall not entitle the Eligible Cardholder(s) to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.
17. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholder(s) for any losses or costs (including loss of business opportunities or profits) caused by abnormal and unforeseeable circumstances outside the Bank's reasonable control which is unavoidable, such as to any accident, act of terrorism, breakdown of machinery, civil commotion, fire, industrial dispute, labour unrest, lock-out, natural disaster, riot, strike, war (whether declared or undeclared), or data processing system, electrical, telecommunication system or transmission link failure.
18. For any assistance and/or feedback in relation to this Campaign, the Eligible Cardholders can contact the 24-hour contact centre of the Bank by calling **+603-2178 8888** or sending an e-mail to customercare@ambankgroup.com.