

Terms and Conditions

“AmBank Visa FIFA World Cup Qatar 2022 Gamification: Kick2Win Campaign” Campaign Period: 1 June 2022 to 31 August 2022

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. 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 staff or 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 “**Bank**”) relevant credit card agreement(s) (“**Cardholder Agreement**”), 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 this 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. This “**Campaign**” means this “**AmBank Visa FIFA World Cup Qatar 2022 Gamification: Kick2Win Campaign**” organised by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

2. This Campaign shall run from **1 June 2022 to 31 August 2022**, both dates inclusive (“**Campaign Period**”) or such other periods as may be determined by the Bank with prior notice of at least five (5) calendar days (“**Prior Notice**”) to the Eligible Cardholders (as defined below).

Eligibility

3. This Campaign is only open to cardholders of the Bank who holds a principal or supplementary AmBank Visa Credit Card (“**Eligible Cardholders**”) during the Campaign Period and **does not include:-**
 - a. cardholders of Mastercard/UnionPay credit card, corporate cards, commercial cards, debit cards or insurance cards issued by the Bank;
 - 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,

(collectively the “**Eligible Cards**”).

4. The Grand Prize (defined below) is only open to (“**Eligible Cardholders**”) during the Campaign Period and **does not include:-**
 - a. 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

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- b. Representative and/or agents involved in this Campaign (including but not limited to the advertising and promotion agents).
5. For the avoidance of doubt, this Campaign does not require any registration for participation.

Eligible Transactions

6. Subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform successful retail transaction(s) with a **minimum spend of Ringgit Malaysia One Hundred (RM100)** in a single transaction or receipt as recorded in the Bank’s system (“**Eligible Transaction**”), will be eligible to stand a chance to win up to Ringgit Malaysia One Thousand (RM1,000) Cashback each time the Eligible Cardholder plays the game “Kick2Win” (“**Cashback Prize**”) throughout the Campaign Period. Eligible Cardholders who do not win any of the available Cashback Prize throughout the Campaign Period will be in the running to win an all-expenses paid trip for two (2) to watch a quarter-final or semi-final 2022 FIFA World Cup match in Qatar (“**Grand Prize**”).
7. All Eligible Transactions paid in Ringgit Malaysia (MYR) will be eligible for the Cashback Prize. For the avoidance of doubt, all Eligible Transactions paid in foreign currency will be converted from the currency in which the transaction was processed by Visa at such exchange rate as determined by Visa before the Eligible Card is debited in Ringgit Malaysia. The exchange rate may differ from the published daily rate due to the market fluctuation.
8. All Eligible Transactions provided in Clause 6 must be for personal consumption only and not for business purposes.

For the avoidance of doubt, Eligible Transactions **exclude** the following transactions:-

- (a) 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;
 - (b) quasi cash transactions for betting and/or gaming;
 - (c) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;
 - (d) corporate bill payments or corporate GIRO transactions;
 - (e) cash advance / deposit / withdrawal transactions;
 - (f) any fees or charges imposed by the Bank;
 - (g) trade finance transactions;
 - (h) transactions which are under any special corporate arrangements where rebates are applicable;
 - (i) retail spend transactions which are not defined in Clause 6 above; and
 - (j) retail spend transactions which are subsequently cancelled, disputed, refunded, or unauthorized, suspicious or fraudulent in any nature/subsequently discovered to be unauthorized, suspicious or fraudulent in any nature;
 - (k) transactions at petrol station merchants including fuel/petrol and in-store purchases.
9. All Eligible Transactions 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

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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.

Game

10. Once an Eligible Cardholder fulfils the criteria as stated in Clause 6, a SMS with a unique link generated by an automated computerized system will be sent to the Eligible Cardholders’ mobile number registered with the Bank.
11. Eligible Cardholders are required to click on the link to play the “Kick2Win” Game (“**Game**”) which will then confirm if the Eligible Transaction performed is entitled for the Cashback Prize or Grand Prize. To play the Game, internet connectivity on the Eligible Cardholder’s mobile device is required. Eligible Cardholders are required to tap on ‘KICK’ in the Game to stand a chance to win the Cashback Prize or Grand Prize. The value/winner of the Cashback Prize is randomized for every Game. Eligible Cardholders are not guaranteed to win Cashback Prize for every Game played.
12. Each Eligible Cardholder will only receive one (1) link in one (1) SMS for every Eligible Transaction made. Each link must be clicked and played, and the link will only be valid for an additional of five (5) Calendar days from the end of each Campaign Month. The link will no longer be accessible thereafter. If a link is accessed more than once or if the Game from a link is played more than once, only the results of the first Game played will be recorded by the Bank.
13. Only mobile numbers registered in Malaysia will receive the SMS to play the Game. Eligible Cardholder with non-Malaysian registered mobile numbers will not receive the SMS to play the Game and thus will not be eligible to participate and win the Cashback Prize/Grand Prize.
14. The speed and reliability of service of the Eligible Cardholder’s internet and/or mobile connection are dependent solely on his/her respective internet and/or mobile service providers. The Bank is not responsible or liable in any manner whatsoever for any delay or failure in the transmission or receipt of any SMS or any interruption before, during or after the Game which in any way would cause the Eligible Cardholder to lose his/her chance to play the Game. Eligible Cardholders shall solely be responsible for all fees and charges imposed by their respective service providers.
15. The Bank is not responsible for any failure or delay in the transmission of the SMS by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.

Campaign Prize

16. The total pool for Cashback Prize available throughout the Campaign Period is as follows:

Campaign Month	Period	Monthly Cashback Prize Description	Total Available Quantity
Campaign Month 1	1 June 2022 – 30 June 2022	RM5	16,100
		RM10	1,000

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		RM30	200
		RM50	50
		RM1,000	1
Campaign Month 2	1 July 2022 – 31 July 2022	RM5	16,100
		RM10	1,000
		RM30	200
		RM50	50
		RM1,000	1
Campaign Month 3	1 August 2022 – 31 August 2022	RM5	16,100
		RM10	1,000
		RM30	200
		RM50	50
		RM1,000	1

17. The Grand Prize available throughout the Campaign Period is as follows:

All-expenses paid trip for two (2) to watch the 2022 FIFA World Cup in Qatar	Throughout Campaign Period
5 Days 4 Nights trip for two (2) to watch a 2022 FIFA World Cup match in Qatar, which includes: <ol style="list-style-type: none"> i. 4 nights’ hotel accommodation (5-star) – Mondrian Doha ii. Return flight tickets for two (2) originating from KLIA airport in Malaysia to Qatar iii. Airport transfers in Doha iv. Daily breakfast v. Two (2) tickets to a FIFA World Cup Qatar 2022 match (1x quarter-final match or 1x semi-final match) with pre-match hospitality vi. Transportation to/from FIFA World Cup matches and scheduled activities vii. On-ground group activities viii. Visa prepaid product - \$400 USD value per package (\$50 USD per night per person) ix. Guest amenity/gift - \$400 USD value per package x. Visa Everywhere Lounge access xi. Visa Concierge located at the hotel xii. Visa Event, Medical and Security support staff 	Two (2) units

18. Only two (2) Participants will be shortlisted (“**Shortlisted Grand Prize Winners**”) and the shortlisting will be done via automated system. Shortlisted Grand Prize Winners shall be contacted for a question and answer (Q&A) session via SMS at their mobile number maintained in the Bank’s system, between 8.45am until 5.45pm from Mondays to Thursdays and between 8.45am until 4.45pm on Fridays (except public holidays), within eight (8) weeks from the end of Campaign Period and he/she shall be required to answer a question correctly via SMS reply within the deadline of two (2) calendar days from the date the SMS was sent by the Bank (“**SMS Q&A**”) to be confirmed as the winners of the Grand Prize (“**Grand Prize Winner**”).

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19. If the Shortlisted Grand Prize Winner fails to answer the SMS Q&A correctly or does not reply within the deadline, then the said Shortlisted Grand Prize Winner shall be disqualified and not be eligible to win the Grand Prize. The next eligible Participant shall be contacted until there are two (2) confirmed Grand Prize Winners for the Campaign Period.
20. For avoidance of doubt, all Eligible Cardholders shall bear the standard telecommunication charges imposed by their respective telecommunication service providers for each SMS reply. In the event there are multiple SMS replies by an Eligible Cardholder, only the earliest SMS reply received by the Bank based on the date and time as recorded by the Bank’s system shall be accepted. If the Shortlisted Grand Prize Winner’s mobile number is not registered with either Celcom, DiGi, Maxis, U Mobile or XOx (which permit SMS replies), the Bank will contact the Participant via telephone instead.
21. The Bank shall notify all Grand Prize Winners via SMS/telephone/electronic mailer/mailer based on their contact details maintained in the Bank’s system. 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 as it deems fit for the purpose of announcing the Grand Prize Winners.
22. Grand Prize Winners shall be required to attend the prize presentation ceremony and/or other publicity programmes at their own costs and expenses as and when required as notified by the Bank via telephone call and/or electronic mailer with regards to the date, time and venue of the prize presentation ceremony and/or other publicity programmes. Any photos taken during these programmes shall be deemed as the Bank’s property and the Bank has the right to use any of the photos for all promotional / advertising / announcement purpose. The Bank shall make three (3) attempts to contact the Grand Prize Winners. If the Grand Prize Winner cannot be contacted after these attempts, the Bank shall make no further attempts or if the Grand Prize Winner is successfully contacted but fails to attend the ceremony and/or programmes without any valid reason(s), the Bank reserves the right to forfeit the said Grand Prize Winner’s trip and to select a new Grand Prize Winner.
23. In the event the Bank is unable to provide or the Grand Prize Winner chooses to forego the Grand Prize won due to health reasons or Covid-19 concerns, the Bank reserves the right to substitute the Grand Prize with an alternative Cash prize of a similar value with prior notice of at least five (5) calendar days on the Bank’s website at www.ambank.com.my.
24. The Grand Prize offered in this Campaign cannot be construed as any endorsement or recommendation of the trip by the Bank. Visa is the main sponsor of the Grand Prize and for any dispute in relation to the Grand Prize, the Grand Prize Winner shall communicate with Visa without any recourse to the Bank. The Bank shall not be held liable for any losses or damages sustained by the Grand Prize Winner during or after the Qatar trip and shall not entertain any complaints whatsoever in relation to the Grand Prize.
25. Upon receipt of the Grand Prize, the Grand Prize Winner(s) agree not to hold the Bank liable for any action, claim, damage, expense, judgment, liability or proceeding suffered in relation with their participation in the Campaign or from winning the Grand Prize.

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26. The Cashback Prize will be credited into the respective Eligible Cardholder’s Eligible Card account within six (6) weeks from the end of each Campaign Month and the Cashback Prize will be reflected in his/her credit card statement.
27. 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 for the purpose of announcing the Eligible Cardholders’ entitlement for the Cashback Prize/Grand Prize.

Disqualification

28. The Bank reserves the right to disqualify the participation of any Eligible Cardholder 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 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.

General

29. 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 Cardholder’s participation in this 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.
30. 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 varying the Campaign Period with Prior Notice.
31. The Bank shall, at any time, have the right to cancel, terminate or suspend this 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.
32. The Bank’s decision on all matters relating to this Campaign shall be final and binding and no correspondence or appeal will be entertained.
33. 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.

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34. 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 herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank’s gross negligence, willful default or fraud.
35. 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 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.
36. For any assistance and/or feedback related to this Campaign, the Eligible Cardholders may contact the Bank’s Contact Centre from 7am to 11pm, Monday to Sunday by calling +603-2178 8888 or email to customercare@ambankgroup.com.