AmBank "1Mil BonusLink Points a Month"

The terms and conditions herein ("**Terms and Conditions**") are in addition to and are to be read together with the AmBank (M) Berhad (8515-D) ("**the Bank**") relevant credit card agreement(s) (collectively referred to as "**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 shall prevail in so far as it relates to the 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 viceversa. Words importing the masculine gender shall include the feminine and neuter gender.

# 1. Campaign

1.1. The "Campaign" means "1Mil BonusLink Points a Month" organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

# 2. Campaign Period

2.1. The Campaign is from 1 October 2018 to 31 January 2019, both dates inclusive ("Campaign Period") or such other period(s) as may be determined at the sole and absolute discretion of the Bank with prior notice of at least five (5) calendar days' notice to Cardholders before the new terms and conditions take effect.

# 3. Eligibility

- 3.1. "**Eligible Cardholders**" means customers of the Bank having a Principal AmBank BonusLink Visa Card/ AmBank M-Card Credit Card ("**Card**") during the Campaign Period as herein described but do 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 till twelve (12) weeks after expiry of the Campaign Period.
  - (c) 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
  - (d) Representative and/or agents involved in this Campaign (including but not limited to the advertising and promotion agents).

## 4. Registration

- 4.1. No registration is required and Eligible Cardholders shall be **automatically registered** for participation in the Campaign in accordance with these Terms and Conditions ("**Participant**").
- 4.2. Eligible Cardholders are responsible to ensure that their mobile numbers in the Bank's system is the updated number. The Bank shall not be responsible for any incomplete or inaccurate details.

AmBank "1Mil BonusLink Points a Month"

# 5. Participation

5.1. For purposes of the Campaign, 00:00 hours until 23:59 hours based on Malaysian time as recorded in the Bank's system is considered one (1) ("Campaign Day"). The Campaign Period consists of four (4) ("Campaign Months") defined as follows:-

Campaign Month	Duration		
1	1 October 2018 to 31 October 2018		
2	1 November 2018 to 30 November 2018		
3	1 December 2018 to 31 December 2018		
4	1 January 2019 to 31 January 2019		

5.2. All Participants agree and authorize the Bank to disclose their personal details (including but not limited to name, new NRIC number for Malaysians/passport number for non-Malaysians, mobile/telephone number and billing address) only to the extent necessary to the Bank's service providers for the purposes of this Campaign. All Participants also agree and consent to the Bank's entitlement to display and/or publish information and/or materials, including but not limited to name and photographs for advertising and publicity purposes in any manner the Bank deems appropriate. By participating in this Campaign, the Participants hereby agree to and shall abide by these Terms and Conditions and have read, understood and consent to the AmBank Group Privacy Notice.

## 6. Entries

6.1. Subject to the Terms and Conditions hereinafter appearing, all Participants shall earn Entries from usage of their Cards and Supplementary Cards as follows:-

Number Of Entries	Card Usage	
1	For every RM50 retail spend anywhere*	
2	For every RM50 retail spend at Shell, Parkson and Focus Point*	
5	For every RM50 retail spend anywhere made via Visa payWave or Mastercard Contactless*	
5	For every enrolment of Balance Transfer/Quick Cash	

<sup>\*</sup>For any retail spend that is made via Visa payWave or Mastercard Contactless, each transaction is only eligible for 5 Entries, regardless where the retail spend is made.

- 6.2. Eligible retail spend transactions are all local, overseas and/or online retail spend transactions charged to any Card(s) and/or Supplementary Card(s) of a Participant during the Campaign Period for purchase of goods or services incurred for personal consumption, and not for business purposes, excluding the following transactions:-
  - (a) Quasi cash transactions for betting and/or gaming;
  - (b) On-going monthly instalments of 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;
  - (g) Transactions which are under special corporate arrangement where rebate is applicable; and
  - (h) Retail spend transactions which are subsequently cancelled, disputed, refunded, unauthorized, suspicious or fraudulent transactions in any nature.

# AmBank "1Mil BonusLink Points a Month"

- 6.3. All eligible retail spend transactions within the Campaign Period in foreign currency shall be converted to Ringgit Malaysia (RM) based on the prevailing foreign exchange rate as recorded in the Bank's system for the purpose of calculating the number of Entries earned for the said transaction(s).
- 6.4. Any determination by the Bank as to what constitutes eligible retail spending transactions is conclusive and cannot be challenged in any manner whatsoever. All transactions as recorded by the Bank shall also be final and conclusive.
- 6.5. All usage of a Participant's Card(s) and his Supplementary Card(s) shall be tracked for the purpose of tabulating the number of Entries earned as exemplified below:-

Card Account		ate	Card Usage/ BTQC	Number of Entries
Principal BonusLink Platinum Card	14 2018	October	Enrol BTQC	5 Entries
	15 2018	October	RM99 retail spend	1 Entry
	18 2018	October	RM50 retail spend at Shell	2 Entries
	21 2018	October	RM897 retail spend	17 Entries
	27 2018	October	RM50 retail spend at Parkson via Visa payWave	5 Entries
Supplementary under Principal BonusLink Platinum Card	21 2018	October	RM128 retail spend	2 Entries
	30 2018	October	RM100 retail spend at Focus Point via Visa payWave	10 Entries
	8 October 2018		RM80 retail spend	1 Entry
Principal M-Signature Card	13 2018	October	RM50 retail spend at Parkson via Mastercard PayPass	5 Entries
	20 2018	October	RM190 retail spend online	3 Entries
	21 2018	October	RM150 retail spend via Mastercard PayPass	15 Entries
	28 2018	October	Enrol BTQC	5 Entries

6.6. All eligible retail spend transactions within the Campaign Period must be based on Malaysian time as captured by the Bank's transaction records and posted to the Participants' 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.

AmBank "1Mil BonusLink Points a Month"

## 7. Prizes

7.1. The following are the ("**Prizes**") to be won, subject to the maximum as stated below for each category of Prizes:-

Month	Number of Winners	Prize
1	10	100,000 BonusLink Points per winner;
		Capped at 1Mil BonusLink Points
2	10	100,000 BonusLink Points per winner;
		Capped at 1Mil BonusLink Points
3	10	100,000 BonusLink Points per winner;
		Capped at 1Mil BonusLink Points
4	10	100,000 BonusLink Points per winner;
		Capped at 1Mil BonusLink Points

## 8. Winners' Selection

8.1. Subject to the Terms and Conditions herein stipulated, the Bank's automated system shall assign to each and every Entry earned by all Participants during the Campaign Period its respective unique serial number, which is then used for sorting all Entries in an ascending numeric order. Following this sorting, each Entry is numbered sequentially starting from one (1) for the serial number with the lowest value ("Sequential Number"). Following this numbering, the total number of Entries is divided by 30 to return the multiplier value for shortlisting thirty (30) Participants ("Shortlisted Participants").

Example: 1,200,000 Entries is divided by 30 to return the multiplier value of 40,000, which means that the Participants with the  $40,000^{th}$  Entry and its multiples:  $80,000^{th}$ ,  $120,000^{th}$ ,  $160,000^{th}$ ,  $200,000^{th}$ ,  $240,000^{th}$  and so on until 1,200,000<sup>th</sup> Entries are the **Shortlisted Participants**.

8.2. A Participant can only be shortlisted once in the Campaign. In the event the same Participant is shortlisted more than once for the Prize, he shall only be shortlisted based on his lowest Entry value. His other Entry(ies) shall be disregarded and the Participant with the next Entry value shall be shortlisted instead, as exemplified below:-

Example based on Clause 8.1 If the  $40,000^{th}$  and  $200,000^{th}$  Entries are from the same Participant, then he shall only be shortlisted based on the  $40,000^{th}$  Entry. For the  $200,000^{th}$  Entry not selected, the Participant with the next Entry, which is the  $200,001^{st}$  Entry, shall be shortlisted instead.

- 8.3. The Shortlisted Grand Prize Participant with the lowest Entry values shall be contacted for a recorded question and answer session via telephone call 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 twelve (12) weeks from the end of the Campaign Period at the sole and absolute discretion of the Bank and shall be required to answer up to three (3) questions correctly ("Phone Q&A"). The first ten (10) Shortlisted Participants with the correct answer will be the ten (10) winners of the month ("10 Monthly Prize Winners").
- 8.4. The Bank shall make three (3) attempts to contact the Shortlisted Participants in Clause 8.3. If the first contact attempt fails due to reasons such as no answer, mobile number not in service, no connection or any other reason whatsoever, then the Bank shall make the other two (2) attempts on the next available day and time. If the final attempt is also unsuccessful, then the Shortlisted Participant shall be disqualified and not be eligible to win the Prize. The next Shortlisted Participant with the lowest Entry value from the list in Clause 8.2 shall then be contacted until there is a confirmed ten (10) Prize Winners.

#### AmBank "1Mil BonusLink Points a Month"

- 8.5. To the extent permitted by law, the Bank shall not be responsible for any telephone calls made to the Shortlisted Participants which are not completed, disconnected, not answered or proceeded with due to the unavailability of the said Participants at the appointed date and time and/or due to any other reasons whatsoever.
- 8.6. For avoidance of doubt, all Participants shall bear the standard telecommunication charges imposed by their respective telecommunication service providers for each SMS reply. In the event of multiple SMS replies by a Participant, 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. In the event that the Shortlisted Consolation Prize Participant's mobile number is not under the following telecommunication service providers that permit SMS replies: Celcom, DiGi, Maxis, U Mobile and XOX, the Bank shall contact the Participant via telephone call instead.

## 9. Winners

- 9.1. The Bank shall notify all 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 in its sole and absolute discretion for the purpose of announcing the Winners.
- 9.2. All Prizes shall be credited into the respective Winners' Principal Card account with the selected winning Entry within twelve (12) weeks from the end of the campaign period and shall be displayed in his statement of Card account.
- 9.3. Prize is given is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full.

# 10. Disqualification

- 10.1. The Bank reserves the absolute right to **disqualify the participation of any Eligible**Cardholders for the purpose of this Campaign without having to alert him in the event:-
  - (a) the Eligible Cardholder's Card account is in default of facilities granted at any time during the Campaign Period; or
  - (b) the Eligible Cardholder's Card account is closed 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.

## 11. Liability

11.1. The Bank shall not be liable to any Participant for any damage of whatsoever nature or loss suffered by him (including but not limited to, loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages) howsoever arising in relation to his participation in the Campaign, or the Bank exercising its rights pursuant to any of the Terms and Conditions herein.

## 12. Language

12.1.In the event of any discrepancy or conflict in the interpretation of these Terms and Conditions, the English and Bahasa Malaysia versions of each of these Terms and Conditions shall be construed as equivalent and each of the Terms and Conditions stipulated shall carry the same meaning.

## AmBank "1Mil BonusLink Points a Month"

## 13. General

- 13.1. 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 Kuala Lumpur.
- 13.2.All Participants have read and understood all the Terms and Conditions specified herein and the Bank shall have the absolute right to suspend, terminate or cancel the Campaign at any time without assigning any reason by giving prior notice of at least five (5) calendar days' notice to Cardholders before the new terms and conditions take effect on the Bank's website at www.ambank.com.my.
- 13.3. For avoidance of doubt, cancellation, termination or suspension of this Campaign by the Bank shall not entitle the Participant(s) to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Participant(s) as a direct or indirect result of the act of cancellation, termination or suspension.
- 13.4.To the extent permitted by law, the Bank shall not be liable to the Participant(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, including but not limited to any accident, act of terrorist, 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.
- 13.5. For any assistance and/or feedback related to this Campaign, Eligible Cardholders can contact the 24-hour Contact Centre of the Bank by calling 03-2178 8888 or sending e-mail to customercare@ambankgroup.com.