

Terms and Conditions
AmBank “Level Up Your Lifestyle Campaign”

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) / AmBank Islamic Berhad (295576-U) (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 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 vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.

Campaign

1. The “**Campaign**” means “**Level Up Your Lifestyle Campaign**” organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

2. The Campaign is from 20 December 2018 to 30 June 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.

Eligibility

3. “**Eligible Cardholders**” means customers of the Bank having a Principal Credit Card/-i (“**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).

Registration

4. Eligible Cardholders must register once to participate in the Campaign by:-
 - (a) Registering on the Campaign website at **www.ambank.com.my/up**
 - (b) Replying to the SMS sent from 66300 by the Bank to his mobile number maintained in the Bank’s system by way of SMS; or
 - (c) Sending an SMS to 66300 by typing:-

LEVELUP<space> **12-digit new National Registration Identity Card (NRIC) Number**

Example: **LEVELUP 880108101234**

(SMS format is not upper or lower case sensitive meaning both **L** and **I** are valid)

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5. The following group of Eligible Cardholders shall be **automatically registered** for participation in the Campaign:- Cardholders with new approved Card(s) or Supplementary Card(s) during the Campaign Period.
6. The sending of SMS by an Eligible Cardholder is not proof that the registration is successful. Upon completing the steps mentioned in Clause 4, an SMS confirmation shall be sent from 66300 by the Bank to the same mobile number used for the SMS registration at no cost to the Eligible Cardholder. In the event of unsuccessful registration, an SMS notification shall be sent from 66300 by the Bank to the same mobile number used for the registration at no cost to the Eligible Cardholder to notify him to re-register according to the format as stated in Clause 4. In the event that an Eligible Cardholder does not receive the SMS confirmation whatsoever, he must contact the Bank in accordance with Clause 46 herein for assistance.
7. Eligible Cardholders are responsible to ensure that their mobile numbers and new NRIC number used to register their participation in the Campaign are the same as that maintained in the Bank’s system. The Bank shall not be responsible for any incomplete or inaccurate registration details.
8. Telecommunication service providers that permit SMS registrations are Celcom, DiGi, Maxis, U Mobile and XOX. Eligible Cardholders shall bear the standard telecommunication charges imposed by their respective telecommunication service providers for each SMS registration in accordance with Clause 4. Eligible Cardholders with mobile numbers by telecommunication service providers that do not permit SMS registrations or without their new NRIC number maintained in the Bank’s system must contact the Bank in accordance with Clause 46 to register their participation during the Campaign Period.
9. The Bank is not responsible for nor does the Bank have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunications service providers or the Bank’s SMS vendor for any other reason(s) whatsoever resulting in the delay of the SMS during the Campaign Period.
10. Upon successful registration, the Eligible Cardholder shall be entitled to participate in the Campaign in accordance with these Terms and Conditions (“**Participant**”).

Participation

11. 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 six (6) (“**Campaign Months**”) defined as follows:-

| Campaign Month | Duration |
|----------------|------------------------------------|
| 1 | 20 December 2018 – 31 January 2019 |
| 2 | 1 February 2019 – 28 February 2019 |
| 3 | 1 March 2019 – 31 March 2019 |
| 4 | 1 April 2019 – 30 April 2019 |
| 5 | 1 May 2019 – 31 May 2019 |
| 6 | 1 June 2019 – 30 June 2019 |

The “**Participating Campaign Month**” for a Participant commences from the month of his successful registration in accordance with Clause 11 until the end of the Campaign, as exemplified below:-

| Example | Successful Registration Date | Participating Campaign Month |
|--------------|------------------------------|-------------------------------------|
| Cardholder 1 | 21 December 2018 | Campaign Months 1, 2, 3, 4, 5 and 6 |
| Cardholder 2 | 25 January 2019 | Campaign Months 1, 2, 3, 4, 5 and 6 |
| Cardholder 3 | 22 February 2019 | Campaign Months 2, 3, 4, 5 and 6 |
| Cardholder 4 | 1 March 2019 | Campaign Months 3, 4, 5 and 6 |
| Cardholder 5 | 3 April 2019 | Campaign Month 4, 5 and 6 |

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12. 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.

Entries

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

| Number of Entries | Card Usage | Type of Entries |
|---|---|-----------------|
| Entries (which qualify for all categories of Prizes) | | |
| 1 | Every RM50 local currency retail spend (exclude online) transaction in a single receipt | Normal Entries |
| Bonus Entries (which qualify for all categories of Prizes) | | |
| 3 | Every RM50 retail spend transaction in a single receipt on online spend or foreign currency | Bonus Entries |
| Bonus Entries (which qualify for all categories of Prizes) | | |
| 5 | Any Credit Card/-i applied, approved and activated during each Campaign Phase (applicable to both Principal and Supplementary Credit Cards/-i) | Bonus Entries |
| 5 | <p>Open any new current / savings account during campaign period:</p> <ul style="list-style-type: none"> • Any new current/savings account shall include: <ol style="list-style-type: none"> a) TRUE Transact Current Account b) TRUE Transact Account-i c) Basic Current Account/-i d) AmStar Extreme Account e) AmStar Current Account f) Family First Everyday Current Account g) Everyday Account-i (Family First Solution-i) h) TRUE Savers Account/-i i) Basic Savings Account/-i j) Everyday Savings Account k) Family First Everyday Savings Account l) Special Savings Account-i (Family First Solution-i) • “Open any new current / savings account” refers to a new account which is opened and approved during the Campaign Phase. • Prerequisite to gain the bonus entries customer needs to be an eligible cardholder and participant of this campaign. (Registered Principal Credit Card/-i) • Participant is only entitled 5 bonus entries for each campaign phase. (Refer to Clause 20) | Bonus Entries |

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14. 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.
15. 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).
16. 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.
17. 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 for all his applicable Participating Campaign Month(s) as exemplified below:-

| Participant successfully registered to participate on 20 December 2018 | | | |
|---|----------------------------|--|-----------------------------|
| Card Account | Date | Card Usage | Number of Entries |
| Principal Platinum Card | 20 December 2018, Thursday | RM95 retail spend | 1 Entry |
| Supplementary under Principal Platinum Card | 21 December 2018, Friday | RM128 retail spend | 2 Entries |
| Principal Platinum Card | 23 December 2018, Sunday | RM80 retail spend online | 3 Bonus Entries |
| | 24 December 2018, Monday | RM100 retail spend in foreign currency | 6 Bonus Entries |
| | 25 December 2018, Tuesday | Open new current / savings account | 5 Bonus Entries |
| Newly approved AmBank Credit Card | 25 December 2018, Tuesday | - | 5 Bonus Entries |
| Total Number of Entries | | | 3 + 19 Bonus Entries |

18. All eligible retail spend transact and posted to the Participants' Cards' accounts within the Campaign Period must be based on Malaysian time. 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.

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Prizes

19. An Eligible Cardholder is eligible to win a maximum of one (1) Grand Prize during the Campaign Period and one (1) Daily Prize per Campaign Phase (refer to Clause 21). However, throughout the Campaign Period, the Eligible Cardholder is eligible to win either the Grand Prize or Daily Prize per Campaign Phase. The following are the ("**Prizes**") to be won, subject to the maximum as stated below for each category of Prizes:-

| Category | Prize | Number of winners | Total Number of Winners | Maximum Number of Prize per Participant |
|--------------------|----------------------------|----------------------|-------------------------|---|
| Grand Prize | Mercedes A-Class | 1 per Campaign Phase | 2 | 1 during Campaign Period |
| Daily Prize | Lazada Voucher worth RM500 | 1 per Campaign Day | 193 | 1 during Campaign Phase |

20. Subject to the terms and conditions herein, the prize given is divided into two (2) phase ("**Campaign Phase**"). Details of the Grand Prize is as follows:-

| Campaign Phase | No. of Grand Prize | Total Grand Prize to be given away during campaign period |
|--|--------------------|---|
| "Phase 1" 20 December 2018 – 31 March 2019 | 1 | 2 X Mercedes A-Class |
| "Phase 2" 1 April 2019 – 30 June 2019 | 1 | |

21. Details of the Daily Prize is as follows:-

| Campaign Phase | No. of daily prize winners per Campaign Day | Total no. of days during the Campaign Phase | Total no. of daily prizes to be given away during the campaign period | Daily prize per winner | Total daily prizes to be given away during campaign period |
|--|---|---|---|----------------------------|--|
| "Phase 1" 20 December 2018 – 31 March 2019 | 1 | 102 | 193 | Lazada Voucher worth RM500 | 193 x Lazada Voucher worth RM500 |
| "Phase 2" 1 April 2019 – 30 June 2019 | 1 | 91 | | | |

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Winners' Selection

A. 2x Grand Prizes: Mercedes A-Class

22. 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 Phase 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 six (6) to return the multiplier value for shortlisting six (6) Participants ("**Shortlisted Grand Prize Participants**").

Example: 1,200,000 Entries is divided by 6 to return the multiplier value of 200,000, which means that the Participants with the 200,000th Entry and its multiples: 400,000th, 600,000th, 800,000th, 1,000,000th and 1,200,000th Entries are the **Shortlisted Grand Prize Participants**.

23. A Participant can only be shortlisted once for the Grand Prize in the Campaign. In the event the same Participant is shortlisted more than once for the Grand 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 22 If the 400,000th and 1,000,000th Entries are from the same Participant, then he shall only be shortlisted based on the 400,000th Entry. For the 1,000,000th Entry not selected, the Participant with the next Entry, which is the 1,000,001st Entry, shall be shortlisted instead.

24. 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 each campaign phase (As stated under clause 20) at the sole and absolute discretion of the Bank and shall be required to answer up to three (3) questions correctly ("**Phone Q&A**") to be confirmed as the winners of the Grand Prizes ("**Grand Prize Winners**").

25. The Bank shall make three (3) attempts to contact the Shortlisted Grand Prize Participants in Clause 24. 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 Grand Prize Participant shall be disqualified and not be eligible to win the Grand Prize. The next Shortlisted Grand Prize Participant with the lowest Entry value from the list in Clause 22 shall then be contacted until there are two (2) confirmed Grand Prize Winners.

Example based on Clause 22: The Shortlisted Grand Prize Participants of the 200,000th and 400,000th Entries shall be contacted for Phone Q&A session first. If the Participant of the 200,000th Entry is disqualified due to three (3) failed contact attempts, then the Participant of the 600,000th Entry shall be contacted.

26. To the extent permitted by law, the Bank shall not be responsible for any telephone calls made to the Shortlisted Grand Prize 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.

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B. 193x Daily Prizes: RM500 Lazada Voucher

27. Subject to Terms and Conditions herein stipulated, the Bank’s automated system lists all Entries, earned by all Participants during campaign day based on its respective Sequential Number as explained in Clause 22. The total number of Entries throughout campaign day shall be divided by ten (10) in order to return the multiplier number to be used to shortlist ten (10) Participants (“**Shortlisted Daily Prize Participants**”).
28. A Participant can only be shortlisted once for the Daily Prize per Campaign Phase. The method of selection as stated in Clause 23 is also applicable to determine the Shortlisted Daily Prize Participants.
29. Shortlisted Daily Prize Participants with the lowest Entries value shall be contacted for a question and answer 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 twelve (12) weeks from the end of each campaign phase (As stated under clause 21) at the sole and absolute discretion of the Bank and 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 Daily Prizes (“**Daily Prize Winners**”).
30. If the Shortlisted Daily Prize Participant fails to answer the SMS Q&A correctly or does not reply within the deadline, then the said Shortlisted Daily Prize Participant shall be disqualified and not be eligible to win the Daily Prize. The next Participant with the lowest Entry value from the list in Clause 27 shall then be contacted until there are hundred ninety three (193) confirmed Daily Prize Winners.
31. 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 Daily 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. Clause 8 is also applicable for the SMS Q&A for Daily Prizes.

Winners

32. 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.
33. Grand Prize Winners shall be required to attend the prize presentation ceremony and/or other publicity programs 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 programs. The Bank shall make three (3) attempts to contact the Winners. If a Winner fails to be contacted after these attempts, the Bank shall make no further attempts or if the Winner is successfully contacted but fails to attend such ceremony and/or programs without any valid reason(s), the Bank reserves the right to forfeit the said Winner’s Prize and to select the next Shortlisted Prize Participant via Q&A as the Winner.

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34. All Daily Prizes respective Winners’ Principal Card account with the selected winning Entry will receive the Lazada e-voucher code via email based on their registered email address with the bank within twelve (12) weeks from the end of each campaign phase (As stated under clause 21). Grand Prizes shall be available for collection within twelve (12) weeks from the end of campaign phase at the prize presentation ceremony (As stated under clause 20). Grand Prize Winners shall be wholly responsible for the payment of all taxes, insurance/takaful and/or other miscellaneous charges relating to the Grand Prize as the Bank shall not bear the cost or be responsible for the road tax, car insurance/takaful, cost of transportation of the vehicle to the Grand Prize Winners or any other incidental costs whatsoever.
35. The Bank’s liability with regards to the Grand Prize, is only to pay the purchase price for the same to the vendor. Grand Prize or Daily Prize is given on an ‘as is’ basis, which is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full. The Bank reserves the right to select the colour of the Rewards and Prizes, where applicable. Visual(s) of the Grand Prize used in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are only for illustration purposes and may not depict the actual colour of the Grand Prize and excludes any optional accessories.
36. In the event the vendor is unable to supply the same model of the Grand Prize as described herein to the Bank due to the reasons which include, but are not limited to manufacturer’s recall or damage, lost or stolen during storage and/or delivery, the Bank reserves the right to substitute the Grand Prize with another model of like or similar value at its sole and absolute discretion with prior notice of at least five (5) calendar days on the Bank’s website at www.ambank.com.my. However, the Bank bears no responsibility to replace the Grand Prizes, damaged or stolen after delivery to the Winner.
37. The inclusion of the Grand Prizes in this Campaign cannot be construed as any endorsement or recommendation of the Grand Prizes by the Bank. For any dispute in relation to quality or warranty of the Grand Prizes or any Terms and Conditions in respect thereof, the Winner shall deal with the authorized dealer or supplier directly without any recourse to the Bank. The Bank shall not be held liable for any breach of quality or warranty of the Grand Prizes or any Terms and Conditions in respect thereof and shall not entertain any complaints whatsoever in relation with the Grand Prizes.
38. By receipt of the Grand Prize or Daily Prize, the Winner agrees not to hold the Bank liable from any action, claim, damage, expense, judgment, liability or proceeding suffered in relation with their participation in the Campaign or receipt, redemption or usage of the Grand Prize or Daily Prize.

Disqualification

39. 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.

Liability

40. 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.

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Language

41. 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.

General

42. 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.
43. 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.
44. 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.
45. 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.
46. For any assistance and/or feedback related to this Campaign, Eligible Cardholders can contact the 24-hour contact centre of the Bank by calling **+603-2178 8888** or sending e-mail to customercare@ambankgroup.com.