- 1.1 This "AmBank x BonusLink Lead Campaign" ("Campaign") is jointly organized by AmBank (M) Berhad (Company No.: 196901000166 (8515-D) ('AmBank') and BonusKad Loyalty Sdn. Bhd. (Company No. 199701022703 (438200-T)) ("BonusLink") (jointly referred to as the "Organizers", "we", "our" or "us").
- 1.2 By participating in this Campaign, you ("you", "your" or "BonusLink Members") agree that you have read, understood and agreed to be bound by the terms and conditions of this Campaign ("Terms and Conditions") and by any change or modification we may make to this Campaign without prior notice. By joining this Campaign, you also agree to be bound by AmBank's Privacy Policy accessible at <a href="https://www.ambank.com.my/eng/privacy-policy">https://www.ambank.com.my/eng/privacy-policy</a> and BonusLink's Personal Data Protection Notice accessible at

https://www.bonuslink.com.my/EN/PrivacyNotice.aspx. If you do not agree with our Privacy Policies and the Terms and Conditions of this Campaign, you are not allowed to participate in this Campaign.

## 2 Campaign Period

2.1 This Campaign shall commence from 1 October 2022 to 31 December 2022, both dates inclusive ("Campaign Period").

# 3 Campaign Eligibility

- 3.1 This Campaign is open to all members of BonusLink with a valid BonusLink account, who are citizens or permanent residents of Malaysia and above the age of eighteen (18) ("BonusLink Members").
- 3.2 This Campaign is strictly not applicable to European Union (EU) residents.

# 4 Campaign Mechanics

4.1 A BonusLink Member, who participates in this Campaign, will be required to fill in his/her personal details in the lead form at <u>https://feedback.bonuslink.com.my/tallyflow/sf/idx?sid=9</u>, during the Campaign Period. Only submissions with complete and accurate information will be processed by BonusLink.

(hereinafter, "Eligible BonusLink Members")

# 5 Campaign Reward

5.1 Subject to the Terms and Conditions of this Campaign, only submissions with complete

information shall be processed and be entitled to the following Campaign Reward:

<u>Three Hundred and Fifty (350) BonusLink Points ("Lead Gift")</u>

Each BonusLink Member who has completed and submitted the lead form in accordance with Clause 4.1 above, will be entitled to one (1) Lead Gift only, even when he/she makes multiple submissions.

### 6 Delivery of the Campaign Reward

- 6.1 In order to receive the Campaign Reward, the Eligible BonusLink Member:
  - must be a valid BonusLink account holder at the time of the crediting of the Campaign Reward, failing which the Eligible BonusLink Member will be disqualified without further notice;
  - ii. is required to furnish the Eligible BonusLink Member's valid BonusLink card number as submitted in the lead form during the Campaign Period; and
  - iii. must ensure that his/her mobile number as stated in the lead form is the same as registered in the BonusLink account.
- 6.2 The Campaign Reward will be credited into the Eligible BonusLink Member's BonusLink account within fourteen (14) working days on the following month from the date of receipt of the lead form.

Example: Eligible BonusLink Member who has completed and submitted the lead form will receive the Campaign Reward by 21 January 2023 if the lead form is received by 31 December 2022.

- 6.3 The usage of the Campaign Reward is subject to the terms and conditions of BonusLink. The Eligible BonusLink Member shall be solely responsible for the usage of the Campaign Reward.
- 6.4 The Organizers shall not be liable or be required to offer replacement of the Campaign Reward or otherwise compensate the Eligible BonusLink Member for:
  - (i) the discontinued or cancelled Campaign Reward;

(ii) the improper use of the Campaign Reward; or

(iii) the inability to use or to receive the Campaign Reward due to technical issues.

6.5 Upon the Campaign Reward being issued to the Eligible BonusLink Member, the Organizers shall be fully discharged of its obligations in relation to the Campaign Reward and shall have no further obligations in connection to it. The Organizers

shall not be responsible or liable for non-availability, cancellation and alteration to the Campaign Reward.

- 6.6 BonusLink Members who participate in this Campaign are solely responsible for maintaining the accuracy of their information at all times. The Organizers may request further information from the BonusLink Members to determine the authenticity of any information provided, including whether it is fraudulent or exaggerated.
- 6.7 By participating in this Campaign, BonusLink Members are deemed to have provided consent to the Organizers to disclose the BonusLink Members' particulars to any service providers and/or authorized third party only for the purpose of running this Campaign and delivering the Campaign Reward.
- 6.8 The Campaign Reward is non-transferable to any third party, non-exchangeable and/or not redeemable for up-front cash, credit or any such other kind in part or in full.
- 6.9 The Organizers shall have the absolute discretion and right to decline the Campaign Reward in the event any of the Terms and Conditions pursuant to this Campaign is not fulfilled. No appeal(s) will be entertained.

### 7 General

- 7.1 All Organizers' decisions on all matters including but not limited to the eligibility of the BonusLink Members and/or Campaign mechanics for this Campaign or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
- 7.2 The Organizers shall have the discretion to decide in respect of all matters and disputes concerning this Campaign in accordance with treating you and other BonusLink Members fairly, including substituting the Campaign Reward with other form of gift/reward of equivalent value.
- 7.3 The Organizers reserve the absolute right, at any time, to verify the validity of any information of the BonusLink Members and/or Eligible BonusLink Members provided under this Campaign including but not limited to the submissions for Campaign Reward.
- 7.4 Subject to Clauses 5 and 6 above, any retrospective claim by BonusLink Members for the BonusLink Points will not be entertained.

- 7.5 The Organizers reserve the absolute right to revise the Campaign Reward from time to time without any prior notice.
- 7.6 The Organizers reserve the right at their sole discretion to disqualify any BonusLink Member and/or to retract or forfeit the Campaign Reward from any BonusLink Member if the Organizers believe the said BonusLink Member has (singularly or jointly with any other BonusLink Member) undertaken fraudulent practice and/or activities to earn the Campaign Reward or undertaken in any activities that are or may be harmful to this Campaign or to the Organizers.
- 7.7 The Organizers reserve the absolute right to cancel, terminate or suspend this Campaign without any prior notice and/or without assigning any reason. For the avoidance of doubt, any cancellation, termination or suspension by the Organizers shall not entitle any party including but not limited to the BonusLink Members to any claim or compensation against the Organizers for any and all losses and/or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 7.8 The Terms and Conditions contained herein, as the same may be amended from time to time, shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional and/or advertising materials for the Campaign. In the event of any conflict or inconsistency between the English version and any translation thereof, the English version of the Terms and Conditions shall prevail.
- 7.9 In no event will the Organizers be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive and/or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign and/or the Campaign Reward, even if the Organizers have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 7.10 The Organizers to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that BonusLink Members would otherwise be entitled to by law.
- 7.11 BonusLink Members are responsible for and shall comply with all these Terms and Conditions and BonusLink Members shall not, as part of the participation in this Campaign, breach any of these terms.
- 7.12 All BonusLink Members shall comply with all applicable laws when participating in this Campaign.

7.13 In performing his/her duties under this Campaign, the BonusLink Member must comply with all applicable anti-bribery and anti-corruption laws (and related regulations and guidance). In particular, the BonusLink Member hereby acknowledges and agrees:

(i) to comply with the Malaysian Anti-Corruption Commission Act 2009, the US Foreign Corrupt Practices Act, the UK Bribery Act, and the Hong Kong Prevention of Bribery Ordinance, together with any related regulation and guidance and that he/she shall not act in such a way that is or could be construed as a violation of these laws and requirements, including but not limited to offering a bribe or making a facilitation payment to a public official or to any other party;

(ii) that he/she will ensure that its activities in connection or relating to their obligations under these Terms and Conditions will not cause the Organizers to be in breach of any anti-bribery and anti-corruption laws (and related regulations and guidance);

(iii) if the BonusLink Member, in connection with or relating to their obligations under these Terms and Conditions, is asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or becomes aware of any such conduct by its workforce or within their control and concerning or relating to this Terms and Conditions, the BonusLink Member agrees to immediately report the details of this to the Organizers.

(iv) The Organizers shall have the right to disqualify BonusLink Member entry/entries on no notice, without liability, for any actual breach of this clause.

7.14 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the BonusLink Member agrees to submit to the exclusive jurisdiction of the courts of Malaysia.