

“AmBank and BonusLink Cardmember Usage Campaign” Terms and Conditions
Campaign Period: 1 December 2023 to 29 February 2024

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. If the Eligible Cardholder does not understand any of the Terms and Conditions below, the Eligible Cardholder is advised to discuss with the Bank’s staff or authorized representative.

1. Definition

1.1 For the purpose of these terms and conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

The **“Bank”** means AmBank (M) Berhad 196901000166 (8515-D) (**“AmBank”**). The Terms and Conditions herein are to be read together with the terms and conditions of the Bank’s Credit Card agreement (**“Cardholder Agreement”**). In the event of any discrepancy or inconsistency between the Campaign’s Terms and Conditions (**“Terms and Conditions”**) and the Cardholder Agreement, the Campaign’s Terms and Conditions shall prevail in so far as it concerns the Campaign.

“AmBank Group” refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated within or outside Malaysia, existing now or in the future and any reference to **“AmBank Group”** in the Terms and Conditions herein shall include all or any entity within AmBank Group.

“Associate Corporations” shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013 or the Islamic Financial Services Act 2013, where applicable.

“Prior Notice” refers to notices issued by the Bank to Eligible Cardholder(s) within five (5) calendar days which is published on the Bank’s website at www.ambank.com.my.

“Related Corporations” shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

“Entries” refers to the eligible Entries earned by fulfilling the criteria in clause 4.2 which entitles Eligible Customer to qualify for the Campaign prizes.

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)) (**“AmBank”**) 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 the 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.

2. Campaign

2.1 The **“Campaign”** means **“AmBank and BonusLink Cardmember Usage Campaign”** is jointly organised by BonusKad Loyalty Sdn Bhd with the Registration No: 199701022703 (438200-T) (**“BonusLink”**), and AmBank (M) Sdn Bhd with the Registration No: 196901000166 (8515-D) (collectively referred to as **“the Organisers”**).

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3. Campaign Period

3.1 The Campaign shall run from **1 December 2023 to 29 February 2024** (both dates inclusive) (“**Campaign Period**”) or such other period as may be determined by the Organisers with Prior Notice.

4. Eligibility

4.1 “**Eligible Cardholder(s)**” is defined as new and existing Principal and Supplementary AmBank BonusLink Visa Signature Card, AmBank BonusLink Visa Platinum Card, AmBank BonusLink Visa Gold Cardholders and AmBank M-Signature Visa Card, AmBank M-Platinum Visa Card, AmBank M-Gold Visa cardholders (“**Eligible Cards**”) during the Campaign Period (including AmBank Group staff, whether permanent or contractual and their immediate family members (spouses, children, siblings and parents) are eligible to participate in the Campaign).

5. Campaign Mechanics

5.1 Eligible Cardholder(s) who meet the qualifying criteria as specified below shall be entitled to earn entries to win prizes (“**Entries**”) during the Campaign Period:

5.2 The Eligible Cardholders must within the Campaign Period make a minimum spend requirement as follows:

Eligible Transactions	Entries
*Minimum RM1 local or oversea spend per transaction	1X Entry
*Minimum RM1 spend per transaction on Parkson, Shell, Dining, Online spend, Groceries & Entertainment	10X Entries
*Any purchase on BLINK App	10X Entries

*Supplementary Cards spend will be accorded to the respective Principal cardholder.

5.3 For the avoidance of doubt, Eligible Cardholder (principal and its’ supplementary) will gain cumulative entries and can only win one (1) unit of Campaign Prize throughout the whole campaign period.

5.4 All Eligible Transactions are as provided in Clause 5.2 and are charged to any Eligible Cardholder’s Eligible Card(s) during the Campaign Period for the purchase of goods or services incurred for the personal consumption of the Eligible Cardholder, and not for business purposes. For the avoidance of doubt, Eligible Transactions **exclude** the following transactions:-

- (a) Any personal transactions that are subsequently cancelled, disputed or refunded; or
- (b) Transactions which are unauthorised or fraudulent/subsequently discovered to be unauthorised or fraudulent; or
- (c) Transactions which are under special corporate arrangements where rebates are applicable; or
- (d) quasi-transactions for betting and/or gaming;
 - (e) on-going monthly instalments under the existing AmFlexi-Pay Programme/Easy Payment Plan;
 - (f) corporate bill payments or corporate GIRO transactions;
 - (g) cash advance / deposit / withdrawal transactions;
 - (h) any fees or charges imposed by the Bank;
 - (i) trade financing transactions;
 - (j) transactions which are under any special corporate arrangements where rebates are applicable;
 - (k) retail spend transactions which are not defined in Clause 5 (to be read together with Clause 7).

5.5 All Eligible Transactions made during the Campaign Period must be based on the Malaysian time as captured by the Bank’s transaction records and posted to the Eligible Cardholder’s Card account during the Campaign Period. The Bank is not responsible for any failure and/or delay in 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 Mastercard, Visa, UnionPay, merchant establishments or any other party.

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- 5.6** The Bank will not entertain any enquiries or disputes regarding this Campaign three (3) months after the Campaign Period has ended.
- 5.7** The merchants’ category code (MCC) and the merchants’ description name or any transaction details, tagging or identifications assigned by the Eligible Dining/Grocery Merchants’ acquiring bank for each of the eligible Dining/Grocery Merchants shall be consistent with the records in the Bank’s system. Any discrepancies between the MCC and the merchant’s description name or any transaction details, tagging or identifications assigned by the Eligible Dining/Grocery Merchants’ acquiring bank with the records in the Bank’s system may result in the Eligible Cardholder(s) being omitted from the Cashback entitlement under the Campaign.
- 5.8** Any determination by the Bank as to what constitutes Eligible Transactions are final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.

6. Campaign Prize(s)

- 6.1** The prizes offered and the number of winners for each category of prizes are as stated below:

Prize Category	Prizes	Number of winner(s)
Grand Prize	1,000,000 BonusLink Points	1 Winner
Second Prize	300,000 BonusLink Points	10 Winners
Third Prize	100,000 BonusLink Points	100 Winners

7. Winners Selection and Campaign Fulfilment

- 7.1** The winner(s) will be selected based on the following process (“Winner”):
- (a) At the end of the Campaign Period, eligible Cardholders will be selected at random by an automated selection system based on the total number of valid entries during the entire Campaign Period.
 - (b) Selected Campaign Prize Winner will be contacted by the Bank via SMS at their mobile number maintained in the Bank’s system, within twelve (12) weeks from the end of Campaign Period. The Bank reserves the right to disqualify the shortlisted Campaign Prize Winner (as define in Clause 8.1).
 - (c) The Prizes (BonusLink Points) will be credited to the selected winner’s Principal cardholder’s BonusLink membership account within four (4) to six (6) weeks after announcement of winners.
- 7.2** It shall be the Eligible Cardholder(s)’ responsibility to ensure that their mobile numbers provided are current and updated with AmBank in the event of any changes being made to the same by the Eligible Participant(s). AmBank shall not be responsible to the Eligible Participant(s) for any loss (including loss of opportunity and consequential loss flowing therefrom) suffered in the event that the Eligible Participant(s)’ mobile numbers in AmBank’s record is not current or correct.

8. Disqualification

- 8.1** The Bank reserves the right to disqualify the participation of any Eligible Cardholder’s for the purpose of the 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

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- (b) the Eligible Cardholder’s Eligible Card account is cancelled or 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.

9. General Terms and Conditions

- 9.1** By participating in the Campaign, the Eligible Cardholder(s) are to be bound by the Campaign’s Terms and Conditions, the decisions of the Bank and, any addition, variation or amendment made pursuant to Clause 9.10 from time to time with Prior Notice.
- 9.2** The Bank shall not be responsible or liable for any failure by any Eligible Cardholder(s) to participate in the Campaign at any time caused by any network, communication or system error, interruption and/or failure.
- 9.3** To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholder(s) when any Force Majeure event occurs. **“Force Majeure”** refers to any unforeseen events and/or circumstances not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, epidemic, pandemic each of which is beyond the control of the Bank or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.
- 9.4** The Bank’s decision on all matter relating to the Campaign is final and binding on all Eligible Cardholder(s). No further correspondence or appeal will be entertained.
- 9.5** The Bank has 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 to vary the Campaign Period with Prior Notice before the new terms and conditions take effect. For the avoidance of doubt, the cancellation, termination or suspension by the Bank of the Campaign will not entitle the Eligible Cardholder(s) to any claim or compensation against the Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension save and except where such losses or damages suffered are caused by the willful default, fraud or gross negligence of the Bank.
- 9.6** Unless expressly stated otherwise, the Terms and Conditions herein set forth, including any amendment thereto, will prevail over and other provisions and/or representation contained in any other notices/promotion/advertising materials for the Campaign.
- 9.7** By participating in the Campaign, the Eligible Cardholder(s) give their consent to the Bank to disclose their information such as Name and BonusLink membership number to BonusKad Loyalty Sdn Bhd for the purpose of fulfilling the Campaign’s prize. The Eligible Cardholder(s) are advised to read and understand AmBank Group’s Privacy Notice, which is available on the Bank’s website(<https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx>) and any of the AmBank/ AmBank Islamic branches.
- 9.8** All questions 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

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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.

9.9 The Bahasa Malaysia version of this Terms and Conditions is also available.

9.10 The Eligible Cardholders are required to log in to the Bank’s corporate website at <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions and updates on the Campaign, if any.

9.11 For any assistance and/or feedback in relation to the Campaign, the Eligible Cardholder(s) may contact the Bank’s Contact Centre at +603-2178 8888 from 7 am to 11 pm daily or email to customercare@ambankgroup.com.
