# Best of Both Worlds Campaign Terms and Conditions

Alliance Bank Malaysia Berhad 198201008390 (88103-W) Alliance Islamic Bank Berhad 200701018870 (776882-V) 1. The "Best of Both Worlds Campaign" ("Campaign") is organised by Alliance Bank Malaysia Berhad and Alliance Islamic Bank Berhad ("Bank") shall run from 1 October 2023 to 31 March 2024 (both dates inclusive) or such other time period as may be notified by the Bank from time to time ("Campaign Period"). By participating in this Campaign, the Eligible Cardholders (as defined hereunder) shall have thoroughly read and fully understood all the Terms and Conditions herein and fully agree to be bound by and accept all the Terms and Conditions.

#### CAMPAIGN ELIGIBLITY

- 2. This Campaign is open to all new and existing Alliance Bank Visa Credit Cardholders and/ or Mastercard Debit Cardholders ("Eligible Cardholders") during the Campaign Period.
- 3. The Eligible Cardholders must hold an Alliance Bank Mastercard Debit Card/ Alliance Islamic Bank Mastercard Debit Card-i ("Debit Card/-i") which linked to a Current Account/-i and/ or Savings Account/-i ("CASA/-i") and/ or Alliance Bank Visa Credit Card ("Credit Card"). The Credit Card, Debit Card/-i and CASA/-i ("Eligible Products") must be valid, active and payment can be made at the point of transaction during the Campaign Period, as may be determined by the Bank as per the Bank's internal policies.
- 4. For avoidance of doubt:
  - a) For Credit Card, the transactions made by the Supplementary Cardholders in respect of this Campaign shall accrue to the Principal Cardholders of the same provided that the respective account of the Principal Cardholders are active, valid and in good credit standing, termination of the Supplementary Card account by the Supplementary Cardholders shall not disqualify its Principal Cardholders from this Campaign.
  - b) For Debit Card/-i and/or DuitNow QR payment (which is linked to an individual or joint CASA/-i to facilitate DuitNow QR transactions), the transactions made and entries earned by using Debit Card/-i and or DuitNow QR shall accrue to the primary CASA/-i account holder only.
- 5. Notwithstanding the foregoing, the following individuals **are NOT** eligible to participate in this Campaign:
  - a) Cardholders below the aged of 18 years; or
  - b) Cardholders of any Business Card(s) and/ or non-Alliance Bank Visa Credit Card/ Mastercard Debit/-i Cardholders; or
  - c) Cardholders whose account(s) with the Bank are dormant or inactive, closed, terminated and/or unsatisfactorily conducted; or
  - d) Cardholder(s) who are deceased, or persons who have legal proceedings of any nature instituted against them; or
  - e) Any other persons as determined by the Bank to exclude according to its internal policy (ies); or
  - f) Sole-proprietors, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers; or
  - g) Permanent and/or contract employees of ABMB (including its subsidiaries and related companies), including their respective immediate family members.

#### CAMPAIGN MECHANICS AND REWARDS

- 6. To participate in this Campaign, Eligible Cardholders are required to perform minimum cumulative spend of at least RM100 in a month on the Eligible Products to receive campaign entries as follows ("Eligible Transactions"):
  - a) Every cumulative monthly spend of RM100 on retail transactions, dining and education transactions, overseas and travel-related transactions would earn one (1), five (5) and ten (10) entries respectively during Campaign Period using the Alliance Bank Visa Credit Card.
  - Every cumulative monthly spend of RM100 on retail transactions would earn one (1) entry, RM100 on auto-billing and online transactions would earn ten (10) entries during the Campaign Period using Alliance Bank Mastercard Debit Card/-i.
  - c) Every cumulative monthly spend of RM100 on DuitNow QR payment made from CASA/-i

by scanning the merchant's DuitNow QR code using allianceonline mobile app would earn five (5) entries during Campaign Period.

<b>Table A: Spend Categories</b>	& Campaign Entries
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Spend Categories & Campaign Entries		
a) Credit Card	Number of Entries	
Retail transactions	1 Entry	
Dining and Education transactions	5 Entries	
Overseas and Travel-related transactions	10 Entries	
b) Debit Card/-i	Number of Entries	
Retail transactions with Card Present via POS Terminal	1 Entry	
Retail transactions with Card Not Present via auto-billing & online	10 Entries	
Retail transactions with Card Not Present via auto-billing & online c) DuitNow QR	10 Entries Number of Entries	

Spend Categories	MCC Codes
Dining transactions	5812, 5813, 5814
Education transactions	8211-8299
Travel-related transactions	3000-3299, 3500-3999, 4511, 4722, 7011

# (i) Monthly Cashback: RM100 Cashback

7. Eligible Cardholders will be rewarded with RM100 Cashback per Cardholder per month who meet the criteria of the Eligible Transactions within the Campaign Month throughout the Campaign Period. Each Eligible Cardholder stand a chance to win one (1) Monthly Cashback for every Campaign Month and a total of six (6) Monthly Cashback throughout the Campaign Period.

## Table B: Monthly Cashback

Monthly Rewards	Number of monthly winners	Monthly Capping	Total Capping throughout Campaign Period
RM100 Cashback	400	RM40,000	RM240,000

## (ii) Grand Rewards: Win Your Share of the Campaign Prizes

Eligible Cardholders who met the criteria of the Eligible Transactions with a minimum accumulation of 80 entries throughout the Campaign Period will stand a chance to win one (1) unit of the Grand Rewards. During the Campaign Period, each Eligible Cardholder can only receive one (1) unit of the Grand Rewards.

#### Table C: Grand Rewards

Prize Tier	Prize Description	No. of Winners
	Maldives trip for 2 persons	
Grand Prize	4D3N trip (includes return flight tickets) with accommodation at Club Med Kani Resort - Maldives	3
1 <sup>st</sup> Prize Dyson V12 Detect Slim Absolute		5
2 <sup>nd</sup> Prize	Dyson Purifier Cool™ Gen1 TP10	15
3 <sup>rd</sup> Prize	Nintendo Switch OLED	10

- 9. Eligible Transactions **EXCLUDE** the following:
  - (a) Cancelled, reversed/refunded, disputed, unauthorised and/or fraudulent transaction at any time; and/or
  - (b) Cash advance fees or cash withdrawals, Balance Transfer Program, Quick Cash, Cash Instalment Plan, bill payments through internet banking, JomPay transactions, FPX transactions; quasi-cash transactions, annual fees, late payment fees, interest, finance charges; and/or any special partnership program; and/or
  - (c) Transactions made by the Eligible Cardholders with any merchant associated with or controlled by him/her (whether as an employee, employer, proprietor, partner, shareholder or director), i.e. transactions by an Eligible Cardholder with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of; and/or
  - (d) Transactions with the below Merchant Category Code ("MCC"):

Transactions/ Fees and Charges	MCC Code and Descriptions
	9211 - Court Costs including Alimony and Child
	9222 - Fines
Potail transactions performed/ navment	9223 - Bail and Bond payments
Retail transactions performed/ payment made to any Government Agencies/ Bodies for services	9311 - Tax payments
	9399 - Government Services
	9402 - Postal services- Government only
	9405 - Intra-Government Purchases-Government
	only
Charity/ Social service organisations payments	8398 - Organizations, Charitable and Social Service
Quasi Cash Transactions	7995 - Gambling Transactions
Incurrence Devreent	5960 - Direct Marketing Insurance Services
Insurance Payment	6300 - Insurance Underwriting, Premiums
E wallet top up	6540 - Non-Financial Institutions – Stored Value
E-wallet top up	Card Purchase/Load

- (e) Other Eligible Transactions notified by the Bank from time to time.
- 10. The assignment of Merchant category and MCC for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular bank to assign the correct Merchant category and MCC. In the event that the Eligible Cardholders did not meet the criteria of the Eligible Transactions due to incorrect assignment of Merchant category and MCC by the acquiring bank, please take note that the Bank is not responsible for such discrepancies which are beyond the Bank's control.
- 11. The Campaign participation period is as follows:

Campaign Rewards	Campaign Participation Month ("Campaign Month")	Campaign Participating Period
	October 2023	1 October 2023 – 31 October 2023
	November 2023	1 November 2023 – 30 November 2023
Monthly	December 2023	1 December 2023 – 31 December 2023
Cashback	January 2024	1 January 2024 – 31 January 2024
	February 2024	1 February 2024 – 29 February 2024
	March 2024	1 March 2024 – 31 March 2024
Grand Rewards	October 2023 to March 2024	1 October 2023 – 31 March 2024

#### CAMPAIGN FULFILLMENT

# 12. The Campaign Fulfillment and Winners Selection Process for Monthly Cashback are as follows:

- a) Eligible Cardholders shall be shortlisted by a computerised random selection for the Monthly Cashback.
- b) The Monthly Cashback will be credited into Eligible Cardholders' Eligible Products within four (4) months after the end of each Campaign Month as stipulated in Table D ("Fulfillment Period").
- c) Eligible Products must be valid, active (not dormant, closed or terminated) and in good credit standing as determined by the Bank as per the Bank's internal policies, to be eligible for participation and to qualify for the Monthly Cashback.
- d) The Eligible Cardholders will be notified by the Bank through Short Message Service ("SMS") or allianceonline mobile app push notification via their latest contact details reflected in the Bank's system and/or records once the Monthly Cashback credited into the Eligible Cardholders' Eligible Products.
- e) For any transactions or payments that are subsequently cancelled, voided or reversed within the same Campaign Month, relevant adjustment(s) will be made. In the event that adjustments are not made, the Bank reserves the right to reclaim the amount of Monthly Cashback credited.
- 13. The Campaign Fulfillment and Winners Selection Process for Grand Rewards are as follows:
  - a) Eligible Cardholders shall be shortlisted by a computerised random selection for the Grand Rewards.
  - b) The selection of Eligible Cardholders will be done after the end of the Campaign Period as stipulated in Table D ("Fulfillment Period").
  - c) The shortlisted Eligible Cardholders for the Grand Rewards will be contacted by Bank's representatives via call using the information recorded in bank's system within four (4) months after the end of Campaign Period to perform simple verification and to confirm on the delivery details.
  - d) If the shortlisted Eligible Cardholders are unable to be contacted after three (3) attempts (during working hours, Monday to Friday) or fail to complete the verification process on the same day for whatsoever reason(s) and/or the shortlisted Eligible Cardholders wish to withdraw from the Campaign after being contacted by a bank's representative, the Bank reserves the right to disqualify the shortlisted Eligible Cardholders' eligibility and will select the next qualifier.
  - e) The Bank may disclose or publish the name and the last 4-digit of identification number of the confirmed Eligible Cardholders ("winners") in media, marketing or advertising materials for the purposes of this Campaign ("Winners Announcement").
  - f) The Bank will not entertain any request to deliver the Grand Rewards to an overseas address, a third party and/or Post Office Box address.
  - g) If there is any dispute or non-receipt of the Grand Rewards, the Eligible Cardholder is required to contact the Bank's Contact Centre (03-5516 9988) latest by 31 July 2024. No inquiry will be entertained after 31 July 2024.
  - h) The Grand Rewards, model, warranty and/or the colour of the prizes are subject to availability. In the event of unforeseen circumstance, the Bank reserves the right to substitute alternative item of equivalent or greater value.
  - For the avoidance of doubt, the Bank gives no representation or warranty with respect to the quality or suitability of the Grand Rewards (including but not limited to the validity and/or usage of the Grand Rewards and shall not be responsible to replace any lost, stolen or damaged Grand Rewards).
  - j) Bank does not warrant nor liable for any damage or bodily injury occasioned by the use of the Grand Rewards and neither represent the quality or fitness for any purpose of the Grand Rewards.

Categories	Campaign Participation Month ("Campaign Month")	Fulfilment Period
Grand Rewards	October 2023 to March 2024	By 31 July 2024
	October 2023	By 29 February 2024
	November 2023	By 31 March 2024
Monthly	December 2023	By 30 April 2024
Cashback	January 2024	By 31 May 2024
	February 2024	By 30 June 2024
	March 2024	By 31 July 2024

#### **Table D: Fulfillment Period**

- 14. In the case of supplementary credit card account and/ or joint CASA/-i account holders, the Monthly Cashback and/ or Grand Rewards shall be given to the primary CASA/-i and/or principal cardholder only.
- 15. The Bank reserves the right to disqualify the participation of any Eligible Cardholders or forfeit the Monthly Cashback and/ or Grand Rewards in circumstances where there is a fraudulent, unauthorised or reversal of transaction(s) or breach or potential breach of these Campaign Terms and Conditions as per Bank's internal policies. All records of the Bank on the transaction(s) made shall be conclusive and final.
- 16. The Monthly Cashback and Grand Rewards are non-transferable to any 3rd party and nonexchangeable for cash, cheque, credit and/or in kind. The Bank's decision on all matters relating to this Campaign shall be final and binding and no correspondences, appeal or attempt to dispute the same would be entertained.
- 17. The travel warrant is valid until 31 July 2025 and it can be utilised to redeem any travel related products supported by Holiday Tours & Travel Sdn Bhd. The application of warrant is subject to surcharge during peak seasons, the winners will bear the cost difference should the amount redeemed exceed the amount granted. The usage of the travel warrant is subject to the Terms and Conditions of the warrant issued by Holiday Tours which shall be applicable in addition to the Terms and Conditions contained herein.

#### **GENERAL TERMS AND CONDITIONS**

- 18. The Bank reserves the right to change the duration, commencement and/or expiry dates of the Campaign Period upon giving prior notice via the bank's website.
- 19. Campaign participation is automatic for the Eligible Cardholders subject to the fulfillment of the Terms and Conditions herein. No pre-registration, SMS or entry forms are required.
- 20. The Eligible Cardholders further agree to co-operate and comply with requests from the Bank for the purpose of organising, promotion and conducting this Campaign. The Bank shall not be responsible nor shall accept any liabilities of whatsoever nature howsoever arising or suffered by Eligible Cardholders resulting directly or indirectly from this Campaign due to cardholders own action. The bank shall not be liable or held responsible to the Eligible Cardholders in any manner whatsoever if Bank is unable to perform any of its obligations under this Campaign directly or indirectly or indirectly due to any force majeure event which include but not limited to any act of God, war, strike, riot, industrial dispute, lockout, fire, drought, flood, storm or any event beyond the reasonable control of The Bank.
- 21. This Campaign Terms and Conditions and Bank's decision on all matters relating to this Campaign shall be final and binding on all Eligible Cardholders and no correspondences and/ or appeal in respect thereof shall be entertained.
- 22. The Bank reserves the right at any time to add, delete, vary and/or amend the Terms and Conditions, wholly or in part, as per the Bank's internal policies with prior notice to the Eligible Cardholders. For the updated version of the Terms and Conditions, please visit www.alliancebank.com.my from time to time. In the event of any inconsistency or repugnancy

between the Terms and Conditions hereunder and the updated version(s), the latter shall prevail but only to the extent of such inconsistency or repugnancy thereof.

- 23. The Eligible Products and accounts of the Eligible Cardholders' must at all times (i) be valid, in good credit standing and not be in breach of any terms of this Campaign Terms and Conditions or the Existing Terms; and (ii) not be terminated or closed or be made subject to any attachment, adverse orders made by Court or any authorities sanctioned by laws, delinquent and/ or invalid or cancelled as may be determined by the Bank in order to be entitled for the Monthly Cashback and/or Grand Rewards.
- 24. For the avoidance of doubt, any cancellation, termination, suspension or extension of this Campaign or disqualification of the Eligible Cardholders or forfeiture of the Monthly Cashback and/ or Grand Rewards shall not entitle the Eligible Cardholders to any claim or compensation against the Bank or for any and all losses or damages suffered by the Eligible Cardholders as a direct or indirect result of the act of cancellation, termination, suspension, extension, disqualification or forfeiture due to the Eligible Cardholders own act.
- 25. The Bank shall not be responsible nor shall accept any liabilities whatsoever (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive, or special damages or proceedings brought by any party including third parties) howsoever arising or suffered by the Eligible Cardholders or other parties whosoever, resulting directly or indirectly from this Campaign due to Eligible Cardholders own act.
- 26. The Eligible Cardholders shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Campaign.
- 27. All the Terms and Conditions including the additions, deletions, variations and/or amendments as may be made in respect thereof from time to time shall be governed by and construed in accordance with the laws of Malaysia and unless as agreed otherwise by the Bank, the parties hereby agree to submit to the exclusive jurisdiction of the competent Courts of Malaysia.
- 28. The Bank shall not be responsible for any technical failures of any kind, whatsoever intervention, interruption, electronic error and/ or any failure or delay in the transmission of evidence of transactions by MyDebit, Mastercard or Visa International, merchant establishments, postal or telecommunication authorities or any other party which may affect the Eligible Cardholder's entitlement during the Campaign Period.
- 29. This Campaign Terms and Conditions shall be supplemental to the existing Terms and Conditions governing the Eligible Cardholders' Eligible Products maintained with Bank ("Existing Terms").
- 30. Eligible Cardholders hereby give their unequivocal and irrevocable consent and authorise the Bank to use, publish and/ or display the names, any photographs taken, any videos recorded and/ or other information for advertising and/ or promotion limited to this campaign only, without any compensation to the Eligible Cardholders.
- 31. The Eligible Cardholders hereby understands and consents to the collection of personal data, processing, storing, usage and disclosure of the Eligible Cardholders personal data (which includes but is not limited to contact details), by the Bank to its affiliates, service providers as required and necessary, for the purposes of effecting and discharging the services of this campaign. For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you had disclosed.
- 32. By participating in this Campaign, the Eligible Cardholders agree that they have read the Notice and Choice Principle Statement available at the Bank's website (<u>https://www.alliancebank.com.my/Alliance/media/Pdf/Personal%20Data%20Protection%20Act</u>%202010/NCP-for-website-ENG.pdf) and hereby give their consent and authorise the Bank to disclose their particulars to any third party service provider engaged by the Bank for the purpose of this Campaign.

- 33. The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.
- 34. By virtue of participating in this campaign, Eligible Cardholders hereby acknowledges that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <u>https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx</u> and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

#### Prevention and Mitigation of Banking Fraud and Scam

- 35. The Bank may from time to time provide the latest update or content to educate the Eligible Cardholders and create awareness that help prevent or mitigate fraud and scam risk. These may include but not limited to security tips, software/operating system/application/version update, and regulation requirements from any relevant governing bodies.
- 36. The Eligible Cardholders shall keep in safe custody of all banking instruments, for example cheque books/cheque leaves, security tokens, debit card, telephone banking PIN, internet and mobile banking login credentials, and transaction authorisation code (TAC). The Eligible Cardholders shall notify the Bank immediately when the Eligible Cardholders becomes aware that any of the above is lost or used without authority or proper authorisation. The Eligible Cardholders shall not be liable for losses resulting from unauthorised transaction(s) occurring after the Eligible Cardholders had notified the Bank in accordance with these Terms and Conditions that the Eligible Cardholder's banking instruments mentioned above have been lost, misused, stolen, compromised or breached.
- 37. Where any loss or damage suffered by the Eligible Cardholders is solely attributed to the wilful negligence of the Bank, the Bank's sole and entire liability (whether in respect of one or more claims) to the Eligible Cardholders in contract or tort shall not exceed the amount of the transaction which gave rise to the claim or claims or the direct damages sustained, whichever is lower. In no event shall the Bank be liable or any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibilities of such losses or damages were disclosed to, or could have reasonably been foreseen by the Bank.
- 38. Upon being notified by the Eligible Cardholders of such incident, the Bank shall conduct an investigation and the Eligible Cardholders are required to provide sufficient information and collaboration to facilitate the investigation. The Bank is hereby given the authority to perform the following measures upon detection (with/without prior consent from customer) in order to prevent or mitigate further financial loss while the Bank is performing its investigation:
  - i. Suspend or freeze the affected account;
  - ii. Revoke or reset the Eligible Cardholders' internet or mobile banking access; and/or
  - iii. Revoke the validity of banking instruments; and the Eligible Cardholders will be notified once the above has been operated.
- Current Account/-i and Savings Account/-i is protected by PIDM up to RM250,000 for each depositor.
- 40. Eligible Current Account-i and Savings Account-i are based on Shariah concept of Tawarruq.