

# **Banyan Tree Kuala Lumpur Credit Card Usage Promotion**

## **Terms and Conditions**

1. The “**Banyan Tree Kuala Lumpur Credit Card Usage Promotion**” (“**Promotion**”) is organised together in partnership with **Alliance Bank Malaysia Berhad** (“**Bank**”) and shall run from **1 April 2026 till 30 December 2026** (both dates inclusive) or such other time period as may be notified by the Bank from time to time (“**Promotion Period**”). By participating in this Promotion, 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.

## PROMOTION DETAILS

2. This promotion is open to all new and existing Alliance Bank Visa Credit Cardholders (“**Eligible Cardholders**”) whose Credit Card is valid and payment can be made at the point of transaction during the Promotion Period (“**Credit Card(s)**”), as may be determined by the Bank as per the Bank’s internal policies.
3. For avoidance of doubt:
  - i. The transactions made by the Supplementary Cardholders in respect of this Promotion shall accrue to the Principal Cardholders of the same provided that the respective accounts of the Principal Cardholders are active, valid and in good credit standing;
  - ii. Termination of the Supplementary Card account by the Supplementary Cardholders shall not disqualify its Principal Cardholder from this Promotion.
4. The following individuals shall NOT be eligible to participate in this Promotion:
  - i. Non-Alliance Bank Visa Credit Cardholder
  - ii. Cardholders of any Business Credit Cards;
  - iii. Cardholder(s) whose account(s) with the Bank are dormant, inactive, closed, terminated and/or unsatisfactorily conducted;
  - iv. Cardholder(s) who are deceased, or persons who have legal proceedings of any nature instituted against them;
  - v. Persons who are of unsound mind, minors or bankrupts;
  - vi. Any other persons as may be determined by the Bank to exclude according to internal policy(ies).
  - vii. Any other person(s) as the Bank may decide to exclude as per the Bank’s internal procedure.
5. Promotion participation is automatic for the Eligible Cardholders subject to the fulfilment of the Terms and Conditions herein. No pre-registration, SMS or entry forms are required. Eligible Cardholders to check their eligibility status with the bank to avoid confusion at the point-of-sale.
6. Permanent and/or contract employees of Alliance Bank (including its subsidiaries and related companies), including their respective immediate family members, are eligible to participate in the Promotion.

## PROMOTION MECHANICS

7. The Promotion Mechanics are detailed below:

Participating Dining Outlets	Promotion Mechanics
<b>Horizon Grill</b>	<b>15% OFF*</b> (applicable for a minimum of 2 and maximum of 10 people per receipt, per reservation)
<b>Torito</b>	

8. This promotion is valid for dine-in only and is not applicable to alcoholic beverages or tobacco products.
9. The promotion is not valid on the eve of public holidays, public holidays and any other blackout dates periods applied.
10. The promotion is not valid for events or catering, function space or takeaways and cannot be used with other discounts, vouchers, special deals, coupons, privileges, and membership/loyalty programmes unless stated otherwise.
11. Pavilion Hotel Kuala Lumpur reserves the right to final explanation and interpretation of the above terms in case of dispute.

12. All prices are subject to service charge and prevailing government taxes.
13. The Management of Pavilion Hotel Kuala Lumpur and Alliance Bank Malaysia Berhad reserves the right to modify the terms and conditions of this promotion with prior notice via the official website/Alliance Bank Malaysia Berhad's communication channels.

## **GENERAL TERMS AND CONDITIONS**

1. By participating in this Promotion, Eligible Cardholders are required to read, and understand the terms provided before agreeing to the Promotion Terms and Conditions. This Promotion Terms and Conditions and the Bank's decision on all matters relating to this Promotion shall be final and binding on all Cardholders and no correspondence and/or appeal in respect thereof shall be entertained.
2. The Bank reserves the right to withdraw/cancel, terminate, suspend or extend this Promotion and to add, delete, suspend and/ or vary this Promotion Terms and Conditions, wholly or in part at its discretion with prior notice by way of posting on The Bank's website, display at branch premises or advertisements or by any other means of notification which The Bank may select and such shall be binding on the Eligible Cardholders as from the date of the notification or from such other date as may be specified by The Bank in the notification. Eligible Cardholders hereby agree to access The Bank's website at regular intervals to view this Promotion Terms and Conditions.
3. The Bank reserves the right to change or substitute at any time, at its own discretion as per the bank's internal policies, the Promotion Reward with other item(s) or reward(s) of similar value with prior notice via the bank's website.
4. The Promotion Terms and Conditions shall be supplemental to the existing terms and conditions governing the Cardholder's Product and banking accounts maintained with the Bank ("the Existing Terms").
5. The Promotion Terms and Conditions and The Bank's decision on all matters relating to this Promotion shall be final and binding on all Eligible Cardholders and no correspondence and/ or appeal in respect thereof shall be entertained.
6. 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 Promotion due to cardholders own action. The Bank shall not be liable or held responsible to the Eligible Cardholders in any manner whatsoever if The Bank is unable to perform any of its obligations under this Promotion directly 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.
7. 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 Visa International, merchant establishments, postal or telecommunication authorities or any other party which may affect the Eligible Cardholder's entitlement during the Promotion Period.
8. The Eligible Cards 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 Promotion 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 Promotion Reward.
9. The Bank reserves the right to disqualify the participation of any Eligible Cardholders or forfeit the Promotion Reward in circumstances where there is a fraudulent, unauthorised or reversal of transaction(s) or breach or potential breach of these Promotion Terms and Conditions as per ABMB internal policies. All records of The Bank on the transaction(s) made shall be conclusive and final.
10. For the avoidance of doubt, any cancellation, termination, suspension or extension of this Promotion or disqualification of the Eligible Cardholders or forfeiture of the Promotion Reward 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.

11. 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 of this Promotion.
12. Eligible Cardholders hereby give their unequivocal and irrevocable consent and authorise ABMB 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 Promotion only, without any compensation to the Eligible Cardholders.
13. By participating in this Promotion, the Eligible Cardholders agree that they have read the Notice and Choice Principle Statement available at the Bank's website (<https://www.alliancebank.com.my/Notice-and-Choice-Principle-Statement-Personal-Data-Protection-Act-2010>) 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 Promotion.
14. 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.
15. By virtue of participating in this Promotion, Eligible Cardholders hereby acknowledge that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> 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**

16. The Bank may from time to time provide the latest update or content to educate the Eligible Cardholders and create awareness that helps prevent or mitigate fraud and scam risk. These may include but not limited to security tips, software/operating system/application/version updates, and regulation requirements from any relevant governing bodies.
17. The Eligible Cardholders shall keep in safe custody of all banking instruments, for example cheque books/cheque leaves, security tokens, debit cards, 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 become 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.
18. 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 for 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.
19. 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