

**Terms and Conditions (“T&C”) for
AFFIN AVANCE™ Malaysia Institute of Planners (MIP) Affiliate Credit Card/-i Campaign**

This **AFFIN AVANCE™ Malaysia Institute of Planners (MIP) Affiliate Credit Card/-i Campaign (“Campaign”)** is organized by Affin Bank Berhad (“**AFFIN BANK**”) and Affin Islamic Bank Berhad (“**AFFIN ISLAMIC**”) (collectively referred to as the “**Bank**”). This Campaign is subject to the terms and conditions set out herein.

1.0 Definition

- 1.1 The following words and expressions shall have the following meanings, unless the context otherwise requires:
- 1.1.1 “**AFFIN AVANCE™ MIP Affiliate Card**” refers to the principal cardmembers of AFFIN AVANCE™ MIP Affiliate Credit Card/-i issued by the Bank from time to time.
 - 1.1.2 “**Cardmember(s)**” refers to the holder of AFFIN AVANCE™ MIP Affiliate Card issued by the Bank.
 - 1.1.3 “**Account**” refers to the account of AFFIN AVANCE™ MIP Affiliate Card opened by the Cardmember with the Bank.

2.0 Campaign Period

- 2.1 This Campaign is valid from **29 October 2024 till 31 December 2024**, both dates inclusive, or such other period(s) as may be determined by the Bank (“**Campaign Period**”) from time to time.

3.0 Eligibility

- 3.1 This Campaign is open to Cardmember(s) who meets the following criteria set out below:
- 3.1.1 All New to Bank (NTB) Cardmember(s) who have applied for and have their AFFIN AVANCE™ MIP Affiliate Card approved within the Campaign Period; and
 - 3.1.2 Holds a valid AFFIN AVANCE™ MIP Affiliate Card and whose account is in good standing during the Campaign Period and at the time of the selection of Selected Cardmember(s) and Gift(s) (both as defined below) fulfillment.

(Hereinafter referred to as “**Eligible Cardmember(s)**”).

- 3.2 The following persons are NOT eligible to participate in this Campaign:
- 3.2.1 Cardmember(s) who has any card(s) issued by the Bank before the Campaign Period; or
 - 3.2.2 Existing Cardmember(s) who has been issued with a new AFFIN AVANCE™ MIP Affiliate Card as an additional card during the Campaign Period; or
 - 3.2.3 Cardmember(s) who are in default of any payment and/or facilities granted by the Bank, or whose Account(s) have been suspended, blacklisted, cancelled, or terminated at any time during the Campaign Period or at the time of gift fulfillment; or
 - 3.2.4 Cardmember(s) who has committed or are suspected of committing any fraudulent or wrongful acts in relation to their Account or any facility or service granted by the Bank; or
 - 3.2.5 Non-individual customer(s) i.e., sole-proprietorship, partnerships, corporate entities, associations, clubs, schools and/or societies; or
 - 3.2.6 Persons who are or become mentally unsound; or
 - 3.2.7 Persons who have been adjudicated bankrupt or have legal proceedings of any nature instituted against them; or

- 3.2.8 Persons whose accounts held with the Bank are in delinquent or unsatisfactorily conducted as determined by the Bank during the Campaign Period.

4.0 Campaign Mechanics

- 4.1 The Eligible Cardmember(s) must spend a minimum retail transaction of RM3,000.00 within sixty (60) days from the card approved date by using the AFFIN AVANCE™ MIP Affiliate Card (“Qualified Spend”) to be entitled to a complimentary TUMI Alpha 3 Large Laptop Cover.
- 4.2 Qualified Spend for this Campaign shall include local, online and/or overseas retail transactions as per clause 4.1 charged to the Eligible Cardmember(s)’s AFFIN AVANCE™ MIP Affiliate Card during the Campaign Period. Easy Payment Plan (EPP) shall be treated as a Qualified Spend based on the full transaction amount.
- 4.3 Qualified Spend made in foreign currency will be converted to Ringgit Malaysia (RM) based on the exchange rate determined by Visa international/Mastercard International at the date it is processed by Visa International/Mastercard International plus 1% foreign exchange spread (previous known as administration cost).
- 4.4 Qualified Spend by supplementary Cardmember(s) shall be aggregated and considered as the principal Cardmember’s total Qualified Spend.
- 4.5 The following shall NOT be considered as Qualified Spend:
- 4.5.1 Cash withdrawal or advance;
 - 4.5.2 Save and except for EPP, instalment amount payable under the Bank’s other programme including but not limited to Balance Transfer (BT) and Cash-on-Call Instalment Plan (CIP);
 - 4.5.3 Monthly instalments for any instalment payment facilities by the Bank;
 - 4.5.4 Fees and charges e.g. profit payment, interest payment, annual fee, cash withdrawal fee, compensation charge for late payment fee (Ta’widh);
 - 4.5.5 Unlawful transactions e.g. illegal online betting, gambling or gaming transactions etc;
 - 4.5.6 Refund, void or reversed transaction, disputed, unauthorised or fraudulent transactions;
 - 4.5.7 Balance brought forward; and
 - 4.5.8 Any other charges, costs, expenses, fees, of whatsoever nature and description as provided in the Cardmember Agreement/Credit Card/-i Terms and Conditions.
- 4.6 The Bank shall not be liable for any failure or delay in submission and/or processing of the retail purchase/transaction by Visa, Mastercard, merchant establishment or any other party that may result in the Eligible Cardmember(s) being omitted from this Campaign unless such failure or delay is caused by the Bank’s faults, negligence, or misconduct.

5.0 Selection and Campaign Fulfillment

- 5.1 The first twenty (20) Eligible Cardmember(s) are entitled to receive a complimentary TUMI Alpha 3 Large Laptop Cover (“Gift(s)”) subject to the fulfillment of the Qualified Spend (“Selected Cardmember(s)”) while stocks last.
- 5.2 Each Selected Cardmember(s) is entitled to only receive the Gift once throughout the Campaign Period.
- 5.3 Gift(s) are given on “as-is” basis, which are strictly non-exchangeable in cash or kind, in part or in full and non-transferable to any third party. The Bank reserves the right to substitute

the Gift(s) with other item(s) of similar value or whatever reason by giving prior notice before the winners' announcement.

- 5.4 Selected Cardmember(s) will be notified by telephone and/or e-mail and/or any other method(s) deemed suitable by the Bank and an announcement will be made at AffinAlways.com ("**Bank's Website**") within four (4) weeks after the end of this Campaign Period.

6.0 Acknowledgement

- 6.1 By participating in the Campaign, the Eligible Cardmember(s):
- 6.1.1 confirms and acknowledges to have read, understand and agreed to be bound by this T&C and the Terms and Conditions of the Bank governing the Bank's Credit Card/-i which are available at the Bank's Website. In the event of any discrepancy or inconsistency between this T&C and the Credit Card/-i T&C, this T&C shall prevail to the extent they apply to this Campaign.
 - 6.1.2 agrees that all records of transaction captured by the Bank's system for this Campaign is final;
 - 6.1.3 agrees that any reversal transactions shall be excluded in fulfilling the Campaign criteria;
 - 6.1.4 consents and authorizes the Bank to disclose their personal data including but not limited to contact number to the Bank's authorized third party for purpose of this Campaign promotion and marketing including but not limited to sending SMS to the Eligible Cardmember(s).
- 6.2 Expressions defined in this T&C shall, unless the context requires otherwise, have the same meanings as those described to them in the said Cardmember Agreement.

7.0 General Terms and Conditions

- 7.1 By participating in this Campaign, the Eligible Cardmember(s) agrees to be bound by this T&C, including any amendments or variation made hereto.
- 7.2 The Generic Terms and Conditions applicable for all Deposit Accounts/ Products/ Services ("GTC") shall at all-time be applicable. The GTC are available at AffinAlways.com. In the event of any inconsistencies or discrepancies between the GTC and this T&C, this T&C shall prevail only insofar as they are relevant and applicable to this Campaign.
- 7.3 The Bank reserves the rights to change, amend and/or modify any terms of this T&C, stipulated herein, wholly or in part from time to time, by giving twenty-one (21) calendar days' prior notice to the Eligible Cardmember(s). Any amendments, alteration, modification, change or variation to this T&C will be notified to the Eligible Cardmember(s) via AffinAlways.com or through the Bank's branches.
- 7.4 The Bank shall not be responsible and/or liable nor shall it accept any form of liability arising or suffered by the Eligible Cardmember(s) resulting directly or indirectly from the Eligible Cardmember(s) participation in this Campaign or otherwise, unless such loss, damage or injury is caused by the Bank's fault, negligence or misconduct. Furthermore, the Bank shall not be liable for any default of its obligation under this Campaign due to any force majeure event, which includes but is not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Bank.

- 7.5 The Campaign ends on 31 December 2024. However, the Bank reserves the right to withdraw, cancel, suspend, or terminate this Campaign earlier than the Campaign Period or to extend the Campaign beyond this Campaign Period by giving prior notice via the Bank's website AffinAlways.com.
- 7.6 By participating in this Campaign, the Eligible Customer(s) agrees to access the Bank's website via AffinAlways.com at regular basis to view this T&C and ensure to be kept up-to-date on any changes or variations to this T&C.
- 7.7 This T&C including any amendments, deletions, or additions, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign, only insofar as they are relevant and applicable to the Campaign.
- 7.8 The Eligible Cardmember(s) hereby confirms that he/she has read, understood and agreed to be bound by the Privacy Notice of the Bank, which is available at the Bank's branches or on the Bank's Website. Unless the Eligible Cardmember(s) expressly opt-out by contacting any of the Bank's branches, the Bank shall be at liberty to market the products of its Group (as defined in the Privacy Notice) or those of its associate/sister companies to the Eligible Cardmember(s). For the avoidance of doubt, the Eligible Cardmember(s) agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.
- 7.9 This T&C shall be governed by and construed in accordance with the laws of Malaysia, and subject to the exclusive jurisdiction of the Malaysian Courts.
- 7.10 For the avoidance of doubt, any cancellation, termination, suspension or extension of this Campaign or the Campaign Period shall not entitle the Eligible Cardmembers to any claims or compensations against the Bank for any and all losses or damages suffered or incurred by the Eligible Cardmember(s) as a direct or indirect result of the act cancellation, termination, suspension or extension save and except such losses or damages caused by negligence, default or breach by the Bank.
- 7.11 The Bahasa Malaysia version of this T&C is also available at AffinAlways.com. If there is any inconsistency, conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or any language of this T&C, the English version will prevail. Notwithstanding the aforementioned, where request is made by the Eligible Cardmember(s) and it is noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of this T&C shall govern the operation of this Campaign, then the Bahasa Malaysia version of this T&C shall prevail.
- 7.12 In the event photographs are taken pursuant to this Campaign, such photographs may be used for internal or external publication. If the Eligible Cardmember(s) is under the age of eighteen (18) years old, the parent or legal guardian must own the copyright of the image and warrants to the Bank that it has obtained all relevant consents of third persons contained in the image with respect to the use and publication of the image.
- 7.13 The Bank's decisions on all matters related to this Campaign and the prize or reward shall be final, conclusive, and binding on all Eligible Cardmember(s). No further correspondence and/or appeals to dispute the same will be entertained.
- 7.14 The Bank gives no assurance or satisfaction guarantee regarding the prize or reward. It will be a direct arrangement/settlement between the Eligible Cardmember(s) and the prize or reward providers without any recourse to the Bank for any dispute in relation to the quality or validity of the prize/reward or any terms and conditions in respect thereof.

- 7.15 The Eligible Cardmembers is reminded to read and understand the T&C. If there are any terms and conditions in this T&C that the Eligible Cardmember(s) does not understand, the Eligible Cardmembers is advised to seek independent advice and/or discuss further with the Bank's representative.