

THE 2023 TARGETED SPEND CAMPAIGN TERMS & CONDITIONS (“T&C”)

The 2023 TARGETED SPEND CAMPAIGN (“Campaign”) is organized by Affin Bank Berhad [(197501003274 (25046-T))] (“AFFIN BANK”) and Affin Islamic Bank Berhad [200501027372 (709506-V)] (“AFFIN ISLAMIC”) (collectively referred to as “the Bank”) and commences on **1 May 2023** at 00:00:00 (12:00 am) and ends on **31 July 2023** at 23:59:59 hours (11:59pm), inclusive of both dates (“Campaign Period”), unless specified herein or notified otherwise.

CAMPAIGN ELIGIBILITY

1. The Campaign is open exclusively to the selected principal cardmembers of credit card/credit card-i issued by the Bank (“**AFFIN Credit Card**”) who have received a short message service (“**SMS**”) and/or email direct communication (“**EDM**”) invitation from the Bank for the Campaign (“**Selected Cardmember(s)**”).
2. The cardmembers who did not receive the SMS and/or EDM from the Bank are **EXCLUDED** from participating in this Campaign.
3. The following cardmembers shall NOT be eligible to participate in the Campaign:
 - a. Cardmembers whose AFFIN Credit Card accounts (“**Card Account**”) are not in good standing, inactive, or who are in breach of any terms and conditions of the AFFIN Credit Card at any time during the Campaign Period and at the point of crediting of rewards points;
 - b. Cardmembers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank; or
 - c. Cardmembers who have been declared bankrupt (pursuant to a petition by either Bank or by any third parties) or is subject to any bankruptcy proceedings at any time prior to or during the Campaign Period.

CAMPAIGN DETAILS

4. The Campaign offers rewards point(s) and balance conversion as prescribed below:

No.	Offers	Spend Criteria
1	For each Campaign Month (as illustrated in Clause 10), the first 1,100 Selected Cardmembers who achieve the Spend Criteria will be eligible for 10,000 AFFIN Rewards Points per cardmember.	Minimum cumulative Eligible Transactions of RM1,500 within the Campaign Month
2	For each Campaign Month, the Top 50 Selected Cardmembers achieve the Spend Criteria with the highest amount of the Eligible Transactions will be eligible for 50,000 AFFIN Rewards Points per cardmember.	
3	All Selected Cardmembers who achieve the Spend Criteria will be eligible to apply Balance Conversion for 12 months at 0% interest/profit rate during the Campaign Period.	

5. For the purpose of this Campaign “**Eligible Transactions**” refers to the amount of retail purchase(s)/ transaction(s) at any retail outlet(s) or e-commerce platform(s) as posted to the Selected Cardmember’s Card Account during the Campaign Month.
6. Selected Cardmembers MUST fulfil the Spend Criteria to be eligible for any of the above Offers (“**Eligible Cardmembers**”).

7. For the avoidance of doubt, the Spend Criteria(s) are as illustrated below:

Scenario A – Customer A						
Month	No.	Category	Sub-Total Amount	Cumulative Amount	Eligible Cardmembers	Remark
May 2023	1	Dining	RM600	RM1,500	Yes	Eligible for any of the above Offers
	2	Petrol	RM200			
	3	Groceries	RM300			
	4	E-Wallet	RM200			
	5	Utilities Bill	RM200			
June 2023	1	Dining	RM700	RM2,000	Yes	
	2	Petrol	RM200			
	3	Shopping	RM1,000			
	4	E-Wallet	RM100			
July 2023	1	E-Commerce	RM5,000	RM5,000	Yes	

Scenario B – Customer B						
Month	No.	Category	Sub-Total Amount	Cumulative Amount	Eligible Cardmembers	Remark
May 2023	1	Dining	RM300	RM500	No	Did not meet Spend Criteria
	2	Petrol	RM200			
June 2023	1	Dining	RM500	RM1,000	No	Did not meet Spend Criteria
	2	Petrol	RM200			
	3	Groceries	RM300			
July 2023	1	Dining	RM500	RM2,000	Yes	Eligible for any of the above Offers
	2	Petrol	RM200			
	3	Groceries	RM500			
	4	E-Commerce	RM800			

AFFIN REWARDS POINTS

8. Each Eligible Cardmember is entitled to receive AFFIN Rewards Points once per Campaign Month and up to a maximum of Hundred Fifty Thousand (150,000) AFFIN Rewards Points throughout the Campaign Period.
9. If the Eligible Cardmember is one of the **first 1,100** and **Top 50** Eligible Cardmembers in the same Campaign Month, he/she will only be awarded with 50,000 AFFIN Rewards Points. The 10,000 AFFIN Rewards Points will be awarded to the next in line for the first 1,100 Eligible Cardmembers.
10. The total maximum AFFIN Rewards Points allocated for this Campaign is capped at Forty Million and Five Hundred Thousand (40,500,000) AFFIN Reward Points throughout the Campaign Period (“**Capped Pool**”) for the respective months during the Campaign Period (“**Campaign Month**”) on a first come, first served basis as follows:

Campaign Month	Period	Capped Pool (AFFIN Rewards Points)
1	1 – 31 May 2023	13,500,000
2	1 – 30 June 2023	13,500,000
3	1 – 31 July 2023	13,500,000
Total		40,500,000

11. Notwithstanding anything herein, no further rewards points will be awarded once the Capped Pool for the Campaign Month is reached. In the event there is a tie, (i.e. the rewards points have reached the maximum Capped Pool limit for that particular Campaign Month with more than one (1) Eligible Cardmembers at the same date and same time, the Eligible Cardmember with the higher amount of the Eligible Transactions throughout the Campaign Month will be eligible for AFFIN Rewards Points.
12. The Bank shall not be liable and responsible for any failure or delay in transmission (late posting) and/or reflection in the Eligible Transactions which may result the Eligible Cardmembers being omitted from receiving the rewards points and/or apply the Balance Conversion (as defined in Clause 15 below).
13. The Bank will track the Eligible Cardmember’s Eligible Transactions from day thirty (30) to day sixty (60) after the end of Campaign Period. The AFFIN Rewards Points will be credited to the Eligible Cardmember’s Card Account from day sixty-one (61) to day ninety (90) after the end of Campaign Period.

For the avoidance of doubt, the day’s is as illustrated below:

Campaign End Date	Day Thirty (30)	Day Sixty-one (61)	Day Ninety (90)
31 July 2023	30 August 2023	30 September 2023	30 October 2023

14. The Bank will send SMS to the Eligible Cardmembers if they are qualified for the rewards points and the Eligible Cardmembers is required to have or registered their AFFIN Rewards Points Account at <https://rewards.affinbank.com.my> by day ninety (90) after the end of Campaign Period before it will be reflected in their AFFIN Rewards Points Account. Eligible Cardmembers can check with the Bank if they do not receive the SMS and/or have a registered AFFIN Rewards Points Account from day seventy-six (76) to day ninety (90) after the end of Campaign Period (“**Due Date**”) failing which, any appeal/request for the reimbursement of the rewards points shall not be entertained by the Bank after the Due Date.

BALANCE CONVERSION

15. Each Eligible Cardmember is entitled to apply and convert their Eligible Transactions into twelve (12) months instalment plan (“**Balance Conversion**”) at 0% interest/profit rate during the Campaign Period.
16. The minimum amount for Balance Conversion must be Ringgit Malaysia One Thousand Five Hundred (RM1,500) (“**Eligible BC Amount**”).

17. The Eligible BC Amount can be from one or more Eligible Transactions as illustrated Clause 7 above.
18. Eligible BC Amount EXCLUDE the following (“**Non-Eligible BC Amount**”):
 - a. Cash advance or cash withdrawal;
 - b. Instalment amount payable under the Bank’s other programme including but not limited to Balance Transfer (BT), Cash-on-Call Instalment Plan (CIP) and Easy Payment Plan (EPP);
 - c. annual fees;
 - d. carry forward balances; and
 - e. any other charges, costs, expenses, fees, of whatsoever nature and description as provided in the Cardmember Agreement/Credit Card/Credit Card-i terms and conditions.
19. The Eligible Cardmembers may apply for Balance Conversion via the online application form with the given link in SMS and/or EDM by the Bank.
20. Approval of the Balance Conversion application will be subject to:
 - a. the current standing of the Card Account;
 - b. the Card Account is not in default at the time of application;
 - c. the Cardmember’s availability credit/facility limit at the point application; and
 - d. in any other cases, at the Bank’s discretion.
21. The Bank reserves the right to:
 - a. to determine the maximum Eligible BC Amount (inclusive of the one-time upfront interest/profit if any) and approve a lower Eligible BC Amount than the requested amount in the Balance Conversion application at its discretion;
 - b. to defer or refuse to execute the Balance Conversion application if:
 - i. the Eligible BC Amount do not meet the minimum prescribed amount;
 - ii. the Cardmember’s Card Account has insufficient balance;
 - iii. the Balance Conversion application cannot be executed due to security reasons;
 - iv. due to other reasons (depending on the circumstances at that material time in the events the list above is not exhaustive);
22. Upon approval of the Balance Conversion application, the Bank shall earmark the Eligible BC Amount and debit the Card Account with Balance Conversion instalment payable on a monthly basis, for the duration of the instalment period. The available credit/facility limit shall be progressively restored as payment of each Balance Conversion monthly instalment is made and such details will be reflected in the Cardmember’s monthly statement of account.
23. The Balance Conversion monthly instalment is calculated by dividing the approved Eligible BC Amount equally by the instalment period and shall be billed to the Card Account on monthly basis until the instalment period is completed.
24. The Balance Conversion monthly instalment forms part of the Eligible Cardmember’s minimum payment and must be paid in full. If the Eligible Cardmember fails to pay the specified minimum payment by payment due date, a late payment penalty of 1% of the total outstanding balance or minimum of RM10 up to a maximum of RM100, whichever is higher shall be imposed to AFFIN BANK Credit Card (shall be charged at the discretion of AFFIN BANK and maybe varied from time to time) and compensation charge for late payment (Ta’widh) of maximum 1% of the total outstanding balance, up to a maximum of RM100 shall be imposed to AFFIN ISLAMIC Credit Card-i.

25. If the Eligible Cardmember does not settle the current minimum payment in full, the Balance Conversion monthly instalment shall be subject to finance charge/profit rate, calculated from the posting date in the statement of account until full payment is received.
26. The Bank may at its discretion, with reasonable reasons terminate or suspend the Balance Conversion plan in respect of a Card Account at any time with prior notice to the Eligible Cardmembers.
27. A cancellation penalty of RM50 shall be imposed on the Balance Conversion plan (applicable to all AFFIN BANK Credit Card only) or such amount as the Bank may from time to time stipulated, in the event the Eligible Cardmember for whatsoever reasons in any of the following circumstances:
 - a. serves notice of termination or voluntary or opts out of the Balance Conversion plan;
 - b. make early and full payment or repayment of all the instalment due, on the Card Account;
 - c. cancels or closes his/her Card Account entirely upon full settlement of the Card Account;

The cancellation penalty is not refundable under any circumstance whatsoever even if the Cardmember revokes his/her instructions as above and/or fails to make full payment/repayment. Cancellation penalty shall be debited to the Cardmember's Card Account.

28. The liability of payment of Balance Conversion plan shall follow Easy Instalment Plan (EiPlan) as per Cardmember Agreement/Credit Card/Credit Card-i terms and conditions.

GENERAL TERM

29. To the full extent permitted by law, the Bank is excluded of any responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Campaign or any other unforeseen circumstances beyond the Bank's reasonable control and for any act or default for any third-party suppliers or vendors unless it is caused by the Bank's faults, negligence or misconduct.
30. By participating in the Campaign, the Selected Cardmember:
 - a. confirm and acknowledge to have read, understand and agreed to be bound by this T&C and Terms and Conditions of the Bank governing the Bank's Credit Card/Credit Card-i ("Credit Card T&C") available at AffinAlways.com ("Bank's Website"). In the event of any discrepancy or inconsistency between this T&C and the Credit Card T&C, this T&C shall prevail to the extent they apply to this Campaign.
 - b. agree that all records of transaction captured by the Bank's system for this Campaign is final;
 - c. agree that the Bank's decision on all matters relating to this Campaign shall be final, conclusive and binding on the Selected Cardmember;
 - d. agree that any reversal transactions shall be excluded in fulfilling the cumulative spend;
 - e. agree that the rewards points is non-transferable to any third party and non-exchangeable for cash or in kind;
 - f. agree to access the Bank's Website at regular intervals to view the T&C of the Campaign to ensure that they are up to date with any changes or variations to the T&C;
 - g. consent and authorize 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 Selected Cardmember.

31. The Bank reserves the right to:
 - a. disqualify any Eligible Cardmembers from participating in the Campaign. In particular, any Eligible Cardmembers who have performed the cumulative spend in a manner or pattern that the Bank deems to be abnormal, irregular and/or indicative of an attempt to obtain an unfair advantage over other Eligible Cardmembers.
 - b. Forfeit and/or claw back the rewards points where there is a reversal in the cumulative spend, as applicable, or termination of the AFFIN Credit Card during the Campaign Period and/or at the point of awarding the rewards points or non-compliance with this T&C; and
 - c. add, delete or amend this T&C, wholly or in part, or to terminate this Campaign, by way of posting on the Bank's Website or in any other method that the Bank deems practical, in order to give prior notice to the Selected Cardmember.
32. The Bank shall not be liable for any failure or delay in the submission and/or processing of the sales transactions by Visa/Mastercard, Merchant establishments, or any party in which may result in the Selected Cardmembers being omitted from this Campaign unless such failure or delay is caused by the Bank's faults, negligence or misconduct.
33. In the event of any discrepancies between this T&C as compare to the advertising promotional, publicity and other materials relating to or in connection with this Campaign, the final version of this T&C on the Bank's Website shall prevail.
34. 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.
35. This T&C is governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Kuala Lumpur.
36. The Selected Cardmember has read and understood this T&C and the Bank shall have the right to change, amend and/or modify this T&C from time to time by giving out twenty-one (21) calendar days prior notice, via posting on the Bank's Website or written notice to the Selected Cardmember(s). The Selected Cardmember is advised to refer the updated T&C at the Bank's Website from time to time. The latest T&C made available on the Bank's Website shall supersede all previous T&C made between the Bank and the Selected Cardmember(s).
37. By participating in this Campaign and by submitting personal details, the Selected Cardmember agrees and consents to the processing of the Selected Cardmember's personal data by the Bank and the Bank hereby agrees to collect and use it for the purpose of this Campaign. Unless the Selected 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 Bank's Privacy Notice) or that of its associate companies to the Selected Cardmember(s).
38. Please refer to the Bank's Privacy Notice available by walk-in to any of the Bank's branches or on the Bank's Website.

39. The Selected Cardmember confirms that he/she has read, understood and agreed to be bound by the Privacy Notice of the Bank. If the Selected Cardmember is below eighteen (18) years old, his/her parent or legal guardian consents to the collection, use and disclosure of the Selected Cardmember's personal data in accordance with this clause on his/her behalf. Unless the Selected Cardmember 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 stated in the Bank's Privacy Notice) or that of its associate to the Selected Cardmember. For avoidance of doubt, the Selected Cardmember agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.
40. The Bank shall not be responsible and/or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by the Selected Cardmembers resulting directly or indirectly from the Selected 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 include but 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.
41. The Selected Cardmember is reminded to read and understand this T&C. If there are any terms and conditions herein that the Selected Cardmember does not understand, the Selected Cardmember is advised to discuss with the Bank's representative.
42. For any assistance and/or feedback related to this Campaign, the Selected Cardmember may contact AFFIN BANK/AFFIN ISLAMIC Contact Centre at 03-8230 2222 and/or 03-8230 2323 (for AFFIN BANK/AFFIN ISLAMIC World Mastercard).
43. The Bahasa Malaysia version of this T&C is available at the Bank's Website. If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or other language version of this T&C, the English version of this T&C shall prevail. Notwithstanding the aforementioned where request is made by the Eligible Cardmember 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.
44. In the event photographs are taken pursuant to the Campaign, such photographs maybe used for internal or external publication.
45. For the avoidance of doubt, cancellation, termination, suspension or extension of the Campaign Period shall not entitle the Selected Cardmember to any claims or compensations against the Bank for any and all losses or damages suffered or incurred by the Selected Cardmember as a direct or indirect result of the act cancellation, termination, suspension or extension save and except losses or damages caused by negligence, default or breach by the Bank.
46. Words denoting one gender include all other genders and words denoting the singular include the plural vice versa.

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