



TERMS AND CONDITIONS FOR 2022 BALANCE TRANSFER CAMPAIGN ("T&C")

The 2022 Balance Transfer ("BT") 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 June 2022 at 00:00:00 (12:00 am) and ends on 31 December 2022 at 23:59:59 hours (11:59pm), inclusive of both dates, or upon reaching capped pool as defined under Clause 10 below, whichever comes first ("Campaign Period"), unless specified herein or notified otherwise.

CAMPAIGN ELIGIBILITY

- This Campaign is open to all existing-to-Bank principal cardmembers of credit card/credit card-issued by the Bank ("AFFIN Credit Card(s)") (collectively refer as "ETB Cardmember(s)" or "Cardmember(s)"), except for principal cardmembers of Business Platinum Card, Corporate Card and Supplementary Cardmembers are not eligible for this Campaign.
- 2. The ETB Cardmember(s) refer to Cardmembers whose AFFIN Credit Cards accounts ("Card Account(s)") are approved more than twelve (12) months at the time of application for BT. Cardmembers whose Card Accounts are approved less than twelve (12) months are not considered as ETB Cardmembers.
- 3. The ETB Cardmember(s) with the following shall NOT be eligible to participate in this Campaign:
 - a. Cardmembers whose Card Accounts 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;
 - b. Cardmembers whose AFFIN Credit Cards are invalid or cancelled at any time during the Campaign Period;
 - c. 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
 - d. Cardmembers who have been declared bankrupt (pursuant to a petition by either banks or by any third parties) or is subject to any bankruptcy proceedings at any time prior to or during the Campaign.

CAMPAIGN DETAILS

4. This Campaign allows ETB Cardmember(s) to apply one-time BT at 0% interest/profit rate for either six (6) months or twelve (12) months instalment period ("BT Plan") during the Campaign Period as prescribed below:

| Tenure (months) | One-time Upfront Interest/Profit Rate | Minimum BT Amount | Maximum BT Amount | | |
|-----------------|--|----------------------|---|--|--|
| 6 | 0% | RM3,000 | Shall not exceed 80% of the approved credit/facility limit or available credit/facility | | |
| 12 | 0% | RM5,000 | limit at the point of application | | |

 The ETB Cardmember(s) may apply for BT Plan via online application form at <u>www.affinalways.com</u> ("Bank's Website"), the Bank's branches or other designated channels made available by the Bank from time to time.





- 6. The outstanding balances must be transferred from credit card(s)/credit card-i issued by other bank(s) or card issuer(s) in Malaysia to the Cardmember's Card Account ("BT Amount") and such transfer can be made from more than one (1) bank or card issuer provided the total BT Amount does not exceed the maximum BT Amount as per Clause 4 above and subject to this T&C.
- Available credit/facility limit refers to the available credit/facility balance of the available combined credit/facility balance of the Cardmember's Card Account(s) in the event the Cardmember has more than one (1) AFFIN Credit Card issued by the Bank respectively.
- 8. For avoidance of doubt, the eligibility of the BT Amount as illustrated below:

| Scenario A: Apply within the eligible BT Amount | | | | | |
|---|-----------|------------|--------------|------------------------|----------|
| Outstanding | | | | | |
| Balance from | Tenure | Minimum BT | Available | 80% of the Available | Eligible |
| Other Credit | renure | Amount | Credit Limit | Credit/ Facility Limit | Liigible |
| Card(s) | | | | | |
| RM9,000 | 12 months | RM5,000 | RM15,000 | RM12,000 | Yes |

| Scenario B: Apply exceed 80% of the available credit/facility limit | | | | | |
|---|-----------|----------------------|---------------------------|--|----------|
| Outstanding Balance from Other Credit Card(s) | Tenure | Minimum BT Amount | Available Credit Limit | 80% of the Available Credit/ Facility Limit | Eligible |
| RM15,000 | 12 months | RM5,000 | RM15,000 | RM12,000 | No |

| Scenario C: Insufficient minimum BT Amount | | | | | |
|--|-----------|----------------------|---------------------------|--|----------|
| Outstanding Balance from Other Credit Card(s) | Tenure | Minimum BT Amount | Available Credit Limit | 80% of the Available Credit/ Facility Limit | Eligible |
| RM2,000 | 12 months | RM5,000 | RM15,000 | RM12,000 | No |

- 9. The Bank reserves the right to determine the maximum BT Amount and approve a lower BT Amount than the requested amount in the BT application at its discretion.
- 10. The total BT Amount allocated for this Campaign is capped at Ringgit Malaysia Twenty Million (RM20,000,000) throughout the Campaign Period ("Capped Pool") on a first come, first serve basis. If the Capped Pool has reached its limit, the Campaign will end and any appeal/request for offer shall not be entertained by the Bank.
- 11. The ETB Cardmember consent obtained via phone call or application form will be deemed conclusive proof of the Cardmember's instruction to apply for BT Plan. The Cardmember agreed to accept the approved BT Amount per this T&C and the Cardmember Agreement.
- 12. Notification via Short Message Service ("SMS") will be sent to the Cardmember's registered mobile phone number with the Bank on the outcome of the Cardmember's BT Plan application.





- 13. Upon approval of the BT application, the Bank shall earmark the BT Amount and debit the Card Account with BT 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 BT monthly instalment is made and such details will be reflected in the Cardmember's monthly statement of account.
- 14. The BT monthly instalment is calculated by dividing the approved BT Amount equally by the instalment period and shall be billed to the Card Account on monthly basis until the instalment period is completed.
- 15. For avoidance of doubt, the BT monthly instalment calculation as illustrated below:

The ETB Cardmember applies for BT Amount of RM12,000 for instalment period of twelve (12) months with one-time upfront interest/profit of 0%.

| Month | Approved BT Amount | One-time Upfront Interest/Profit | Monthly Instalment Payable |
|-------|--------------------|-------------------------------------|-------------------------------|
| 1 | RM12,000 | - | RM1,000 |
| 2 | - | - | RM1,000 |
| 3 | - | - | RM1,000 |
| 4 | - | - | RM1,000 |
| 5 | - | - | RM1,000 |
| 6 | - | - | RM1,000 |
| 7 | - | - | RM1,000 |
| 8 | - | - | RM1,000 |
| 9 | - | - | RM1,000 |
| 10 | - | - | RM1,000 |
| 11 | - | - | RM1,000 |
| 12 | - | - | RM1,000 |
| TOTAL | RM12,000 | - | RM12,000 |

- 16. The BT monthly instalment forms part of the ETB Cardmember's minimum payment and must be paid in full. If the Cardmember does not settle the current minimum payment in full, the BT 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.
- 17. If the Cardmember does not settle the current minimum payment by payment due date, a late payment penalty of 1% of the total outstanding balance or minimum of RM10 up to 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.
- 18. For Cardmember who fails to pay the minimum payment by the payment due date leading to the cancellation of AFFIN Credit Card, the BT Plan shall be terminated, and the remaining balance will be billed to Card Account and payable by the payment due date.





19. The Bank shall not be liable for any interest/profit or other charges incurred as a result of the Cardmember's and/or the Bank failure or delay or deferment in making payment of the BT Amount to the other bank(s) or card issuer(s) notwithstanding the Bank approval of the Cardmember's BT Plan application. The Cardmember shall continue to be liable to the respective bank(s) or card issuer(s) for all other outstanding balances (principal, accrued interest/profit, finance and other charges) incurred under the other credit card/credit card-i account(s) whether before or after approval of BT Plan application by the Bank.

TERMINATION AND ACCELERATION OF PAYMENT

- 20. The Bank may at its discretion, with reasonable reasons terminate or suspend the BT plan in respect of a Card Account at any time with prior notice to the ETB Cardmember(s).
- 21. Notwithstanding any terms and/or conditions contained in the Cardmember Agreement and this T&C, the Bank shall at all times have the right at its discretion to demand from the Cardmember or his/her legal heirs or executor of his/her estate, immediate payment of all sums outstanding on the instalment payable under this T&C, whether or not already reflected in the monthly statement of account or due and payable at the date of the demand.
- 22. A termination penalty of RM100 will be charged (applicable to all AFFIN BANK Credit Card only) in the event of any or combination of the following occurrences:
 - a. The ETB Cardmember(s) terminates or discontinues the BT by making full payment within the BT tenure.
 - b. The ETB Cardmember(s) cancels his/her AFFIN Bank Credit Card within the BT tenure.
- 23. The Bank may at its discretion with reasonable reasons, suspend, cancel or terminate the BT Plan within the BT tenure at any time with prior notice. Upon such suspension, cancellation or termination, all sums outstanding and due to the Bank (as per statement issued by the Bank) shall be binding and conclusive on the Cardmember and shall be payable.

GENERAL TERM

- 24. By participating in the Campaign, the ETB Cardmember(s):
 - 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 AFFIN Credit Cards available at the Bank's Website;
 - 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 ETB Cardmember(s);
 - d. agree to access the Bank's Website at regular intervals to view this T&C to ensure that they are up to date with any changes or variations to this T&C;
 - e. consent obtained via phone call or BT application form will be deemed conclusive proof of the Cardmember's instruction to apply for BT. The ETB Cardmember(s) hereby agrees to accept the approved BT Amount stated in this T&C;
 - f. consent and authorize the Bank to disclose their personal data such as contact number to an authorized 3rd party, Macro Kiosk Berhad (199201005212 (236716-T)) as the Bank deems fit for the purpose of sending SMS to promote this Campaign.





- 25. The Bank reserves the right to:
 - a. to determine the maximum BT Amount (inclusive of the one-time upfront interest/profit if any) and approve a lower BT Amount than the requested amount in the BT application at its discretion;
 - b. to defer or refuse to execute the BT application if:
 - i. the eligible BT Amount do not meet the minimum prescribed amount;
 - ii. the Cardmember's Card Account has insufficient balance;
 - iii. the BT 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);
 - c. disqualify ETB Cardmember(s) from the Campaign if their Card Accounts are blocked or in default;
 - d. add, delete or amend the T&C herein, wholly or in part, or to terminate this Campaign, by the way of posting on the Bank's Website or in any other methods which the Bank deems practical, in order to give prior notice to the ETB Cardmembers;
- 26. All eligible BT Amount and monthly instalment are not entitled for points under the AFFIN Rewards Programme ("AFFIN Rewards Points").
- 27. This T&C is in addition to the Cardmember Agreement which regulates the provision of AFFIN Credit Card(s). In the event of inconsistency between this T&C and the said Cardmember Agreement, this T&C shall prevail in so far as they apply to the BT and only to the extent of such inconsistency.
- 28. 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.
- 29. The ETB Cardmember(s) 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 ETB Cardmember(s). The ETB Cardmember(s) is advised to refer the updated T&C at the Bank's Website from time to time. The latest terms and conditions made available on the Bank's website shall supersede all previous terms and conditions made between the Bank and the ETB Cardmember(s).
- 30. This T&C shall be governed by the Laws of Malaysia and parties are subject to the exclusive jurisdiction of the Courts of Kuala Lumpur.
- 31. By participating in this Campaign and by submitting personal details, the ETB Cardmember(s) agrees and consents to the processing of the ETB 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 ETB 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 ETB Cardmember(s).
- 32. 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.





- 33. The Bank shall not be responsible and/or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by ETB Cardmember(s) resulting directly or indirectly from the ETB 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.
- 34. The Bank will not be held responsible or liable for any actions, claims, loss, damages, costs, charges and expenses which the Cardmember may suffer, sustain or incur by his/her participation in the Campaign.
- 35. The ETB Cardmember(s) is reminded to read and understand this T&C. If there are any terms and conditions herein that the ETB Cardmember(s) does not understand, the ETB Cardmember(s) is advised to discuss with the Bank's representative.
- 36. For any assistance and/or feedback related to the Campaign, the ETB Cardmember(s) may contact AFFIN BANK/AFFIN ISLAMIC Contact Centre at 03-8230 2222 and/or 03-8230 2323 (for AFFIN BANK/AFFIN ISLAMIC World Mastercard).
- 37. 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.
- 38. The Bahasa Malaysia version of this T&C is available at the Bank's Website.
- 39. Words denoting one gender include all other genders and words denoting the singular include the plural vice versa.

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