

**IMPORTANT NOTICE**

The Terms and Conditions of this campaign (Version 1.1) shall take effect immediately and supersede all other previous Terms and Conditions.

**2023 BALANCE TRANSFER CAMPAIGN TERMS AND CONDITIONS (“T&C”)**

The 2023 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 July 2023** at 00:00:00 (12:00 am) and ends on **31 March 2024** at 23:59:59 hours (11:59pm), inclusive of both dates (“Campaign Period”), unless specified herein or notified otherwise.

**CAMPAIGN ELIGIBILITY**

1. This Campaign is open to all existing-to-Bank Principal Cardmembers of credit card/credit card-i 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 first AFFIN Credit Cards Account(s) are approved for more than twelve (12) months at the time of application for BT. Cardmembers whose first Card Accounts are approved not more than and twelve (12) months are considered new-to-Bank (“**NTB Cardmember(s)**”).
3. ETB Cardmember(s) of AFFIN BANK who successfully applied for a new AFFIN ISLAMIC Credit Card-i and AFFIN Islamic Credit Card Account(s) that are not more than twelve (12) months at the time of any application for BT will be considered as NTB Cardmember(s) and vice versa.
4. For the avoidance of doubt, the definition of ETB Cardmember(s) is as illustrated below:

Scenario A: Customer who is an ETB Cardmember applied for BT in June 2023.				
Credit Cards	First Card Account(s) Approved Month	Application Month	Campaign Eligibility	Remark
AFFIN BANK Credit Card	May 2022	July 2023	Yes	Approved for more than twelve (12) months at the time of application

Scenario B: Customer who is an NTB Cardmember applied for BT in June 2023				
Credit Cards	First Card Account(s) Approved Month	Application Month	Campaign Eligibility	Remark
AFFIN BANK Credit Card	December 2022	July 2023	No	Approved for not more than twelve (12) months at the time of application

<b>Scenario C: Customer who is an ETB Cardmember for AFFIN BANK Credit Card and NTB Cardmember for AFFIN ISLAMIC Credit Card-i applied for BT in June 2023</b>				
<b>Credit Cards</b>	<b>Card Account(s) Approved Month</b>	<b>Application Month</b>	<b>Campaign Eligibility</b>	<b>Remark</b>
AFFIN BANK Credit Card	<b>January 2022</b>	July 2023	<b>Yes</b>	Approved for more than twelve (12) months at the time of application
AFFIN ISLAMIC Credit Card-i	<b>May 2023</b>	July 2023	<b>No</b>	Approved for not more than twelve (12) months at the time of application

5. The ETB Cardmember(s) with the following shall NOT be eligible to participate in this Campaign:
- 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 Card at any time during the Campaign Period;
  - Cardmembers whose AFFIN Credit Card are invalid or cancelled at any time during the Campaign Period;
  - 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
  - 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, during the Campaign Period.

#### **CAMPAIGN DETAILS**

- This Campaign allows ETB Cardmember(s) to apply one-time BT plan at 0% interest/profit rate and multiple-time BT plan at 1% interest/profit rate for twelve (12) months instalment plan (“**BT plan**”) during the Campaign Period.
- The ETB Cardmember(s) may apply for BT Plan via online application form, at the Bank’s branches or other designated channels made available by the Bank from time to time.
- The BT Plan outstanding balances must be from Credit Card(s) issued by other bank(s) or card issuer(s) in Malaysia to ETB Cardmember’s Card Account (“**BT Amount**”) and such transfer can be made from than one (1) bank or card issuer provided the total BT Amount does not exceed the maximum BT Amount as per Clause 9 below and subject to the terms and conditions herein.
- The BT application shall meet the minimum and maximum requirement as prescribed below:

<b>Tenure (months)</b>	<b>One-time Upfront Interest/ Profit Rate</b>	<b>Minimum BT Amount</b>	<b>Maximum BT Amount</b>
12	0%	RM2,000	RM50,000 or shall not exceed 80% of the approved credit/facility limit or available credit/facility limit at the point of application, whichever lower
12	1%	RM2,000	80% of the approved credit/facility limit or available credit/facility limit at the point of application.

10. Available credit/facility limit refers to the available credit/facility balance of the available combined credit/facility balance of ETB Cardmember's Card Account(s) if the ETB Cardmember has more than one (1) AFFIN Credit Card issued by the Bank respectively.
11. For avoidance of doubt, the eligibility of the BT Amount as illustrated below:

<b>Scenario A: ETB Cardmember apply 0% BT plan within the minimum and maximum requirement</b>					
<b>BT Amount</b>	<b>Minimum requirement</b>	<b>Maximum requirement</b>	<b>Available Credit/ Facility Limit</b>	<b>80% of Available Credit/ Facility limit</b>	<b>Eligible</b>
RM40,000	RM2,000	RM50,000	RM50,000	RM40,000	<b>Yes</b>
<b>Scenario B: ETB Cardmember apply 0% BT plan less than the minimum requirement</b>					
<b>BT Amount</b>	<b>Minimum requirement</b>	<b>Maximum requirement</b>	<b>Available Credit/ Facility Limit</b>	<b>80% of Available Credit/ Facility limit</b>	<b>Eligible</b>
RM1,000	RM2,000	RM50,000	RM50,000	RM40,000	<b>No</b>

<b>Scenario C: ETB Cardmember apply 0% BT plan more than the maximum requirement</b>					
<b>BT Amount</b>	<b>Minimum requirement</b>	<b>Maximum requirement</b>	<b>Available Credit/ Facility Limit</b>	<b>80% of Available Credit/ Facility limit</b>	<b>Eligible</b>
RM50,000	RM2,000	RM50,000	RM50,000	RM40,000	<b>No</b>

12. 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.
13. 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 hereby agreed to accept the approved BT Amount per the terms and conditions of BT Plan herein and the Cardmember Agreement.
14. 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.
15. Upon approval of the BT plan 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 ETB Cardmember's monthly statement of account.
16. 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.

17. For avoidance of doubt, the BT monthly instalment calculation as illustrated below:

ETB Cardmember applied for BT amount of RM12,000 for instalment period of twelve (12) months with one-time upfront interest/profit of 0%.			
Month	Approved 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
<b>TOTAL</b>	<b>RM12,000</b>	<b>-</b>	<b>RM12,000</b>

18. The monthly instalment forms part of the ETB Cardmember's minimum payment and must be paid in full. If ETB Cardmember does not settle the current minimum payment in full, BT monthly instalment will be subject to finance charge/profit rate, 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 calculated from the posting date in the statement of account until full payment is received.
19. For ETB 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.
20. The Bank shall not be liable for any interest/profit or other charges incurred as a result of the ETB 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 account(s) whether before or after approval of BT Plan application by the Bank.

**TERMINATION AND ACCELERATION OF PAYMENT**

21. Notwithstanding any terms and/or conditions contained in the Cardmember Agreement and these terms and conditions, 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 these terms and conditions, 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 plan 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 to ETB Cardmember. 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. 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.
25. 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 AFFIN BANK Credit Card Terms and Conditions /AFFIN ISLAMIC Credit Card-i Terms and Conditions ("Credit Card T&C") available at [AffinAlways.com](http://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 ETB Cardmember;
  - d. 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;
  - 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 per the terms and conditions or BT herein;
  - f. 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 ETB Cardmember.
26. The Bank reserves the right to:
  - a. disqualify any ETB Cardmembers from participating in the Campaign. In particular, any ETB Cardmembers who have applied BT plan 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 ETB Cardmembers.

- b. disqualify ETB Cardmember(s) from the Campaign if their Card Accounts are blocked or in default;
  - c. 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;
  - a. to reject the BT application if:
    - i. the eligible BT Amount do not meet the minimum prescribed amount;
    - ii. the ETB Cardmember's Card Account has insufficient balance;
    - iii. the BT application cannot be approved 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);
27. All BT Amount and monthly instalment are not entitled for points under the AFFIN Rewards Programme.
28. 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.
29. 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.
30. 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.
31. The ETB 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 ETB Cardmember(s). The ETB 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 ETB Cardmember(s).
32. 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.
33. The ETB Cardmember confirms that he/she has read, understood and agreed to be bound by the Privacy Notice of the Bank. If the ETB Cardmember is below eighteen (18) years old, his/her parent or legal guardian consents to the collection, use and disclosure of the ETB Cardmember's personal data in accordance with this clause on his/her behalf. Unless the ETB 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 ETB Cardmember. For avoidance of doubt, the ETB Cardmember agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.
34. 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 ETB Cardmembers 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.

35. The ETB Cardmember is reminded to read and understand this T&C. If there are any terms and conditions herein that the ETB Cardmember does not understand, the ETB Cardmember is advised to discuss with the Bank's representative.
36. For any assistance and/or feedback related to this Campaign, the ETB 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).
37. 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 ETB 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.
38. In the event photographs are taken pursuant to the Campaign, such photographs maybe used for internal or external publication.
39. For the avoidance of doubt, cancellation, termination, suspension or extension of the Campaign Period shall not entitle the ETB Cardmember to any claims or compensations against the Bank for any and all losses or damages suffered or incurred by the ETB 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.
40. Words denoting one gender include all other genders and words denoting the singular include the plural vice versa.

[END]