



### **TERMS AND CONDITIONS**

# 2024 BALANCE TRANSFER CAMPAIGN ("T&C")

The 2024 BALANCE TRANSFER 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 April 2024 at 00:00:00 (12:00 am) and ends on 31 December 2024 at 23:59:59 hours (11:59pm), inclusive of both dates ("Campaign Period"), unless specified herein or notified otherwise.

## **CAMPAIGN ELIGIBILITY**

- This Campaign is open to all existing-to-Bank principal cardmember(s) of credit card/credit card-issued by the Bank ("AFFIN Credit Card(s)") ("ETB Cardmember(s)"), except for principal Cardmember(s) of Business Platinum Card, corporate card and Supplementary Cardmember(s) are not eligible for this Campaign.
- "Existing-to-Bank" means cardmember(s) whose first AFFIN Credit Cards account ("Card Account(s)") was approved for more than twelve (12) months at the time of application for balance transfer ("BT"). Cardmember(s) whose first Card Accounts was approved for twelve (12) months or less are considered as new-to-Bank ("NTB Cardmember(s)").
- 3. For the avoidance of doubt, the description of ETB Cardmember(s) and NTB Cardmember(s) are as illustrated below:

Scenario A: Cardmember who is an ETB Cardmember applied for BT in May 2024.					
Credit Card(s)	First Card BT Account(s) Application Approved in in		Campaign Eligibility	Remark	
AFFIN Credit Card	May 2022	May 2024	Yes	First card was approved for more than twelve (12) months at the time of BT application	

Scenario B: Cardmember who is an NTB Cardmember applied for BT in May 2024					
Credit Card(s)	First Card BT Account(s) Application Approved in in		Campaign Eligibility	Remark	
AFFIN Credit Card	August 2023	May 2024	No	First card was approved twelve (12) months or less at the time of BT application	

- 4. The ETB Cardmember(s) that falls within any of the following shall NOT be eligible to participate in this Campaign:
  - a. Cardmember(s) whose Card Account(s) are not in good standing, inactive, or who are in breach of any terms and conditions of the AFFIN Credit Card(s) at any time during the Campaign Period;
  - b. Cardmember(s) whose AFFIN Credit Card(s) are invalid or cancelled at any time during the Campaign Period;





- c. Cardmember(s) 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. Cardmember(s) 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 AND MECHANISM**

- 5. This Campaign allows ETB Cardmember(s) to apply for 12 months BT at 0% interest/profit rate only once throughout the Campaign Period. ETB Cardmember(s) may also apply for 12 months BT at 1.5% interest/profit rate for more than once throughout the Campaign Period (collectively referred as "BT Plan").
- 6. The ETB Cardmember(s) may apply for BT Plan via online application form at AffinAlways.com ("Bank's website"), at the Bank's branches or other designated channels made available by the Bank from time to time.
- 7. The BT Plan outstanding balances must be from credit card/ credit card-i(s) issued by other bank(s) or card issuer(s) in Malaysia, to ETB Cardmember(s)'s AFFIN Credit Card ("BT Amount") and such transfer(s) 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 8 below and subject to the terms and conditions herein.
- 8. The application for BT Plan shall meet the minimum and maximum requirement as prescribed below:

Tenure (months)	One-time Upfront Interest/ Profit Rate	Minimum BT Amount	Maximum BT Amount
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 is lower
12	1.5%	RM2,000	80% of the approved credit/ facility limit or available credit/ facility limit at the point of application.

- In the event where the ETB Cardmember(s) has more than one (1) Card Account(s), the available credit/facility would then refer to the available balance of combined credit/facility of the ETB Cardmember(s)'s respective Card Account(s).
- 10. For avoidance of doubt, the eligibility and threshold of the BT Amount as illustrated below:

Scenario A: ETB Cardmember apply for 0% BT plan within the minimum and maximum BT Amount					
BT Amount	Minimum requirement	Maximum requirement	Available Credit/ Facility Limit	80% of Available Credit/ Facility limit	Eligible
RM40,000	RM2,000	RM50,000	RM50,000	RM40,000	Yes





Scenario B: ET	Scenario B: ETB Cardmember apply for 0% BT plan less than the minimum BT Amount				
BT Amount	Minimum requirement	Maximum requirement	Available Credit/ Facility Limit	80% of Available Credit/ Facility limit	Eligible
RM1,000	RM2,000	RM50,000	RM50,000	RM40,000	No

Scenario C: ETB Cardmember apply for 0% BT plan more than the Maximum BT Amount					
BT Amount   Minimum   Maximum   Available Credit   80% of Available   Eligible   Eligible				Eligible	
RM50,000	RM2,000	RM50,000	RM50,000	RM40,000	No

- 11. The Bank reserves the right to determine the maximum BT Amount and approve a lower BT Amount than the requested amount in the application for BT at its discretion.
- 12. The ETB Cardmember(s)'s consent obtained via phone call or application form will be deemed conclusive proof of the ETB Cardmember(s)'s instruction to apply for BT Plan. The ETB Cardmember(s) hereby agreed to accept the approved BT Amount per the terms and conditions of BT Plan herein and the Credit Card T&C (as defined below).
- 13. Notification via Short Message Service ("SMS") will be sent to the ETB Cardmember(s)'s registered mobile phone number with the Bank on the outcome of the Cardmember(s)'s application for BT Plan.
- 14. Upon approval of the application for BT plan, 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)'s monthly statement of account.
- 15. 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(s) on monthly basis until the instalment period is settled.
- 16. For avoidance of doubt, the BT monthly instalment calculation is as illustrated below:

ETB Cardm	ETB Cardmember applied for BT amount of RM12,000 for instalment period of twelve (12)				
months wit	h one-time upfront inte	rest/profit of 0%.			
Month Approved Amount One-time Upfront Interest/Profit Monthly Instalment Pay					
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

- 17. The monthly instalment forms part of the ETB Cardmember(s)'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 the ETB Cardmember(s)'s AFFIN BANK Credit Card(s) (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.
- 18. For ETB Cardmember(s) who fails to pay the minimum payment by the payment due date leading to the cancellation of their AFFIN Credit Card(s), the BT Plan shall be terminated, and the remaining balance will be billed to their Card Account(s) and shall be payable by the payment due date.
- 19. All monthly instalment for BT Amount is not entitled for points under the AFFIN Rewards Programme.
- 20. The Bank shall not be liable for any interest/profit or other charges incurred as a result of the ETB Cardmember(s)'s and/or the Bank's failure or delay or deferment in making payment of the BT Amount to the other bank(s) or card issuer(s) notwithstanding the Bank's approval of the ETB Cardmember(s)'s application for BT Plan. The ETB Cardmember(s) shall continue to be liable to the respective bank(s) or card issuer(s) for all other outstanding balances including but not limited to (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 application for BT Plan by the Bank.

#### **TERMINATION AND ACCELERATION OF PAYMENT**

21. Notwithstanding any terms and/or conditions contained in the ETB Cardmember(s)' respective AFFIN BANK Credit Card Terms & Conditions/ AFFIN ISLAMIC Credit Card-i Terms & Conditions ("Credit Card T&C") and these terms and conditions herein, the Bank shall at all times have the right at its discretion to demand from the ETB Cardmember(s) 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 the sums outstanding are 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(s) 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; and/or
  - b. The ETB Cardmember(s) cancels his/her AFFIN Bank Credit Card(s) 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 ETB Cardmember(s) and shall be payable.
- 24. The Bank reserves the right to:
  - a. disqualify any ETB Cardmember(s) from participating in the Campaign. In particular, any ETB Cardmember(s) 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.
  - disqualify ETB Cardmember(s) from the Campaign if their Card Account(s) are blocked or in default;
  - 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)'s Card Account(s) 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).
- 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 Credit Card T&C available at <a href="AffinAlways.com">AffinAlways.com</a> ("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; and
  - c. 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.

# **GENERAL TERMS AND CONDITIONS**

- 26. By participating in this Campaign, the Eligible Customer(s) agrees to be bound by this T&C, including any amendments or variation made hereto.
- 27. The Generic Terms and Conditions applicable for all Deposit Accounts/ Products/ Services ("GTC") shall at all-time be applicable. The GTC are available at <a href="https://example.com/AffinAlways.com">AffinAlways.com</a>. 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.

- 28. 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 Customer(s). Any amendments, alteration, modification, change or variation to this T&C will be notified to the Eligible Customer(s) via <a href="https://doi.org/10.1007/journal.org/40.1007/jour
- 29. The Bank shall not be responsible and/or liable nor shall it accept any form of liability arising or suffered by the Eligible Customer(s) resulting directly or indirectly from the Eligible Customer(s)'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.
- 30. This 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 twenty-one (21) calendar days' prior notice via AffinAlways.com.
- 31. By participating in this Campaign, the Eligible Customer(s) agrees to access the Bank's website via <a href="AffinAlways.com">AffinAlways.com</a> 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.
- 32. 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.
- 33. The Eligible Customer(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 at <a href="AffinAlways.com">AffinAlways.com</a>. Unless the Eligible Customer(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 Customer(s). For the avoidance of doubt, the Eligible Customer(s) agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.
- 34. 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.
- 35. For the avoidance of doubt, any cancellation, termination, suspension or extension of this Campaign or the Campaign Period shall not entitle the Eligible Customer(s) to any claims or compensations against the Bank for any and all losses or damages suffered or incurred by the Eligible Customer(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.





- 36. The Bahasa Malaysia version of this T&C is also available at <a href="AffinAlways.com">AffinAlways.com</a>. 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 Customer 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.
- 37. In the event photographs are taken pursuant to this Campaign, such photographs may be used for internal or external publication. If the Eligible Customer(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.
- 38. The Eligible Customer(s) is reminded to read and understand the T&C. If there are any terms and conditions in this T&C that the Eligible Customer(s) does not understand, the Eligible Customer(s) is advised to seek independent advice and/or discuss further with the Bank's representative.
- 39. The Bank's decisions on all matters related to this Campaign and the prize or reward shall be final, conclusive, and binding on all ETB Customer(s). No further correspondence and/or appeals to dispute the same will be entertained.

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