

**Terms and Conditions for
AFFIN BHPetrol Mastercard ESG Campaign
("T&C")**

1.0 Definition

- 1.1 AFFIN BHPetrol Mastercard ESG Campaign ("Campaign") is organised by Affin Bank Berhad ("Bank"). This Campaign is subject to the terms and conditions set out herein. The following words and expressions shall have the following meanings, unless the context otherwise requires:
- 1.1.1 "AFFIN BHPetrol Mastercard" refers to the principal and supplementary cardmembers for AFFIN BHPetrol Mastercard issued by the Bank from time to time.
 - 1.1.2 "Eligible Cardmember(s)" refers to holder of AFFIN BHPetrol Mastercard issued by the Bank.
 - 1.1.3 "BHPetrol ePoints" refers to the rewards points awarded to the Eligible Cardmembers of AFFIN BHPetrol Mastercard.

2.0 Campaign Period

- 2.1 This Campaign will commence from **1 April 2024** at 00:00:00 (12:00am) and ends on **31 July 2024** at 23:59:59 hours (11:59pm), inclusive both dates ("Campaign Period"), unless specified herein or notified otherwise.

3.0 Campaign Eligibility

- 3.1 This Campaign is open to the Eligible Cardmember(s) who meets the following criteria set out below:
- 3.1.1 All New to Bank ("NTB") and existing cardmembers; and
 - 3.1.2 Hold a valid AFFIN BHPetrol Mastercard whose account is in good standing during the Campaign Period and at the time of winner selection and prize fulfillment.
- 3.2 The following persons are NOT eligible to participate in the Campaign:
- 3.2.1 Cardmembers who are in default of any payment and/or facilities granted by the Bank, or whose AFFIN BHPetrol Mastercard has been suspended, blacklisted, cancelled or terminated at any time during the Campaign Period or at the time of winner selection; or
 - 3.2.2 Cardmembers who have committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her AFFIN BHPetrol Mastercard account or any facility or service granted by the Bank; or
 - 3.2.3 Non-individual customers i.e., sole-proprietorship, partnerships, corporate entities, associations, clubs, schools and/or societies; or
 - 3.2.4 Persons who are or become mentally unsound; or
 - 3.2.5 Persons who have been adjudicated bankrupt or have legal proceedings of any nature instituted against them; or
 - 3.2.6 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 To participate in this Campaign, the Eligible Cardmember(s) are required to perform at least one of the Campaign Criteria(s) below by spending with their AFFIN BHPetrol Mastercard (“Qualified Spending”) during the Campaign Period to earn automatic entries (“**Campaign Entry(ies)**”).

Campaign Criteria(s)	Number of Entry(ies)
NTB AFFIN BHPetrol Mastercard Principal Cardmembers with a minimum retail spending of RM100 within sixty (60) days from card approved date*	10
Every RM100 spending on Environmental, Social and Governance (ESG) friendly categories listed in clause 4.2	5
Every RM100 spending on categories other than ESG	1

*The first five hundred (500) new cardmembers will be rewarded with 1,000 BHPetrol ePoints as a welcome gift on a first come, first-served basis.

4.2 ESG friendly categories under Merchant Categories Codes (MCCs) are as listed below:

MCC	Description
4111	Local and suburban commuter passenger transportation, including ferries
4112	Passenger railways
4121	Taxicabs and limousines
4131	Bus lines
5074	Plumbing and heating equipment and supplies
5552	Electric vehicle charging
5931	Used merchandise and secondhand stores
5940	Bicycle shops-sales and service
7512	Automobile rental agency
7622	Electronics repair shops
7629	Electrical and small appliances repair shops
7699	Miscellaneous repair shops and related services

4.3 Qualified Spending for this Campaign shall include local, online and/or overseas retail transactions per Clause 4.1 charged to the Eligible Cardmember’s AFFIN BHPetrol Mastercard during the Campaign Period only. Easy Payment Plan (EPP) and Fixed Payment Plan (FPP) shall be treated as Qualified Spending based on the full transaction amount.

4.4 Qualified Spending made in foreign currency will be converted to Ringgit Malaysia (RM) based on the Bank’s prevailing exchange rate at the relevant material time.

4.5 Qualified Spending by supplementary cardmember(s) shall be aggregated and considered as the principal cardmember’s total Qualified Spending.

4.6 The following shall NOT be considered as Qualified Spending:

4.6.1 Cash withdrawal, cash advance;

- 4.6.2 Instalment amount payable under the Bank's other program including but not limited to Balance Transfer (BT) and Cash-on-Call Instalment Plan (CIP);
 - 4.6.3 Monthly instalments for any instalment payment facilities by the Bank;
 - 4.6.4 Fees and charges payment e.g. profit payment, interest payment, annual fee, cash withdrawal fee, late payment fee;
 - 4.6.5 Unlawful transactions e.g. illegal online betting, gambling or gaming transactions etc;
 - 4.6.6 Refund, void or reversed transaction, disputed, unauthorised or fraudulent transactions.
 - 4.6.7 Carry forward balances; and
 - 4.6.8 Any other charges, costs, expenses, fees, of whatsoever nature and description as provided in the Cardmember Agreement/Credit Card Terms and Conditions.
- 4.7 The Eligible Cardmember(s) MUST fulfil the Campaign Criteria(s) to be eligible for any of the above Campaign Entry(ies).
- 4.8 The Bank shall not be liable for any failure or delay in the submission and/or processing of the sales transactions by Mastercard, Merchant establishments, 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 Campaign Prizes

- 5.1 This Campaign offers the following prizes to the Eligible Cardmember(s):

Prizes		Number of Winners
Main Prize	20,000 BHPetrol ePoints	50
Welcome Gift	1,000 BHPetrol ePoints	500

- 5.2 Each Eligible Cardmember(s) is eligible to win one (1) Main Prize and one (1) Welcome Gift throughout the Campaign Period.
- 5.3 Prizes are strictly non-transferable to any third party, non-exchangeable, in cash or in kind, in part or in full. The Bank reserves the right to substitute the Prizes with other product(s) of similar value for whatsoever reason by giving prior notice before the Winner(s) announcement.
- 5.4 The Bank will not provide any replacement or substitute of the Prizes if the Winner rejects the Prizes and/or requests for alternative option(s) and shall not be responsible and/or liable for the Prizes is expired and no replacement will be provided in these circumstances.
- 5.5 All costs, fees and/or expenses incurred or to be incurred by the Winner(s) in relation to the Campaign and/ or claim the Prizes, which shall include but not limited to the cost of transportations, accommodation, meals, personal costs and/ or other costs, are the sole responsibility of the Winners.
- 5.6 The Bank gives no assurance or satisfaction guarantee regarding the Prizes.

6.0 Winner Selection and Campaign Fulfillment

6.1 Main Prize.

- 6.1.1 At the end of the Campaign Period, the Eligible Cardmember(s) will be selected based on the recorded and allocated Campaign Entry(ies) of the shortlisted Eligible

Cardmember(s) by an automated computerized random selection (“shortlisted Winners”).

- 6.1.2 In the event the shortlisted Winners terminates his/her AFFIN BHPetrol Mastercard account during the Campaign Period or at the time of winner selection, the Bank reserves the right to disqualify the shortlisted Winners from the Campaign.
- 6.1.3 The Bank reserves the right to select the next shortlisted Winners per the selection sequence to substitute any shortlisted Winners who are disqualified for any reason whatsoever.
- 6.1.4 The shortlisted Winners will be notified by telephone and/or e-mail and/or any other method(s) deemed suitable by the Bank and announcement will be made at AffinAlways.com (“Bank’s Website”) within six (6) weeks after the end of this Campaign Period.
- 6.1.5 In an event that the shortlisted Winner(s) requests the Bank to return the call at a later time, the maximum time frame that the shortlisted Winner(s) may request for is one (1) hour later. The Bank reserves the right to record these telephone conversations.
- 6.1.6 If the shortlisted Winner(s) cannot be contacted after three (3) attempts for (3) consecutive days (during working hours, Monday to Friday), the Bank reserves the right to disqualify the Winner(s) and shall select the next qualified shortlisted Eligible Cardmember(s) as the Winner(s), of which shall be selected at the Bank absolute discretion.
- 6.1.7 The shortlisted Winner(s) are required to answer one (1) question correctly to be selected as the Winner(s) (“Winner”).
- 6.1.8 The Winner(s) may be required to attend a prize giving ceremony or other public event(s) at a location to be confirmed by the Bank, as and when required at their own costs and expenses. The Bank reserves the right to right to forfeit the Prizes and select another Winner(s) if the Winner(s) fails to attend the prize giving ceremony required by the Bank.

6.2 **Welcome Gift.**

- 6.2.1 The first five hundred (500) Eligible Cardmember(s) are entitled to receive 1,000 BHPetrol ePoints subject to the fulfilment of this T&C on a first come, first-served basis.

6.3 Eligible Cardmember(s)/shortlisted Winners must be a BHPetrol eCard Member for gift fulfillment purposes. Registration of BHPetrol membership could be made at <https://www.bhpetrol.com.my/ecard-mobile-app/>

6.4 The Bank reserves the right to publish or display the names of the Eligible Cardmember(s)/Winners in the media, marketing or advertising materials or the Bank’s Website for publicity purposes of this Campaign.

6.5 The Bank’s decisions on all matters related to this Campaign and Gift shall be final, conclusive and binding on all the Eligible Cardmember(s). No further correspondence and/or appeal to dispute the same will be entertained.

7.0 **Adherence to 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 By participating in the Campaign, the Eligible Cardmember(s):

- 7.2.1 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 which is available on the 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.
 - 7.2.2 agree that all records of transaction captured by the Bank's system for this Campaign is final;
 - 7.2.3 agree that any reversal transactions shall be excluded in fulfilling the Campaign Criteria(s);
 - 7.2.4 agree that the BHPetrol ePoints is non-transferable to any third party and non-exchangeable for cash or in kind;
 - 7.2.5 agree to access the Bank's Website at regular basis 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;
 - 7.2.6 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's promotion and marketing including but not limited to sending SMS to the Eligible Cardmember(s)/selected Winner(s)/Winner(s).
- 7.3 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.
- 7.4 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 Bank's website or through the Bank's branches.
- 7.5 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)'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.
- 7.6 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 the Bank's website.
- 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 The Eligible Cardmembers shall comply with the provisions of the Financial Services Act 2013, the Foreign Exchange Notices issued by Bank Negara Malaysia and regulations, notices and guidelines thereto and shall arrange, coordinate, manage, and obtain all necessary consents, licenses, approvals or authorizations required in connection with the execution, performance, validity or enforceability of the transaction documents.
- 7.10 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.
- 7.11 For the avoidance of doubt, any cancellation, termination, suspension or extension of this Campaign or the Campaign Period shall not entitle the Eligible Cardmember(s) 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.
- 7.12 The Bahasa Malaysia version of this T&C is also available on the Bank's website. 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.
- 7.13 In the event photographs are taken pursuant to this Campaign, such photographs may be used for internal or external publication.
- 7.14 The Eligible Cardmember(s) 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 Cardmember(s) is advised to seek independent advice and/or discuss further with the Bank's representative.
- 7.15 For any assistance and/or feedback related to this Campaign, the Eligible Cardmember(s) may contact the Bank's Contact Centre at 03-8230 2222.