

Terms and Conditions
This is AVANCE, The Time is Now Campaign

1.0 Definition

- 1.1 The **This is AVANCE, The Time is Now Campaign** ("Campaign") is organised by Affin Bank Berhad and Affin Islamic Bank Berhad ("the Bank"). The Campaign is subject to the respective Terms and Conditions set out herein. The following words and expression shall have the following meaning, unless the context otherwise requires:
- 1.1.1 "**AFFINBANK**" shall mean Affin Bank Berhad [197501003274 (25046-T)]
 - 1.1.2 "**AFFIN ISLAMIC**" shall mean Affin Islamic Bank Berhad [200501027372 (709506-V)]
 - 1.1.3 "**AFFIN AVANCE Card**" refers to AFFIN AVANCE Visa Credit Card/AFFIN AVANCE Mastercard Credit Card-i issued by the Bank.
 - 1.1.4 "**Cardmember(s)**" refers to holders of AFFIN AVANCE Card per Clause 1.1.3.

2.0 Campaign Period

- 2.1 The Campaign is valid from **17 December 2020 to 31 March 2021** both dates inclusive, or such other period(s) as may be determined by the Bank ("Campaign Period") from time to time.

3.0 Eligibility

- 3.1 The Campaign is open to Cardmembers who meets the criteria below ("Eligible Cardmember")
- 3.1.1 AFFIN AVANCE Card Principal Cardmembers whose AFFIN AVANCE Card has been approved during the Campaign Period.
 - 3.1.2 Hold a valid AFFIN AVANCE Card and whose account is in good standing during the Campaign Period and at the time of prize fulfillment.
- 3.2 The following person are NOT eligible to participate in the Campaign:
- 3.2.1 Permanent and contract employees of Affin Bank Berhad and Affin Islamic Bank Berhad;
 - 3.2.2 Cardmembers of AFFIN AVANCE Card who is in default of any payment and facilities granted by the Bank, or AFFIN AVANCE Card account(s) have been suspended, blacklist, cancelled or terminated at any time during the Campaign Period or at the time of prize fulfillment, subject to the Bank's discretion; and
 - 3.2.3 Cardmembers who have committed any fraudulent or wrongful acts in relation to his/her AFFIN AVANCE Card account at any facility of service granted by the Bank.

4.0 Campaign Mechanics

- 4.1 Eligible Cardmembers must spend a minimum of RM7,000 in retail using their AFFIN AVANCE Card within forty-five (45) days of AFFIN AVANCE Card approved date to be entitled to win a guaranteed gift - FITBIT Inspire 2.
- 4.2 Qualified Retail Spend for this Campaign shall include local, online and/or overseas retail transactions charged to any of the Eligible Cardmember's AFFIN AVANCE Card during the Campaign Period ("Qualified Retail Spend").
- 4.3 The following shall NOT be considered as Qualified Retail Spend:
- 4.3.1 Unlawful transaction e.g. illegal online betting, gambling or gaming transactions etc;
 - 4.3.2 Cash withdrawal, cash advance, balance transfer;
 - 4.3.3 Monthly instalments for any instalment payment facilities by the Bank;
 - 4.3.4 Fees and charges e.g. interest payment, annual fee, cash withdrawal fee, compensation charges of late payment;
 - 4.3.5 Outstanding balance payment, and
 - 4.3.6 Refunds, void/reversed, disputed, unauthorized or fraudulent transaction.

- 4.4 For avoidance of doubt, retail transactions made by Supplementary Cardmember of AFFIN AVANCE Card within the Campaign Period will be accumulated and counted under the Principal Cardmember's total retail spend.

5.0 Campaign Prize

- 5.1 The first forty-five (45) Eligible Cardmembers who meet the required minimum retail spend stated in clause 4.1 above ("Winner") will be entitled to win a FITBIT Inspire 2 ("Prize") on first-come, first-served basis.
- 5.2 Each Winner is eligible to win only one (1) Prize throughout the Campaign Period.
- 5.3 Prize given on an "As-Is" basis, which are strictly non-exchangeable, in cash or kind in part or in full. The Bank reserves the right to substitute the Prize with other item(s) of similar value for whatsoever reason.
- 5.4 The Bank gives no assurance or satisfaction guarantee regarding the Prize. It will be direct arrangement/settlement between the Winner and the supplier without any resource to the Bank for any dispute in relation to quality or warranty of the Prize or any terms and conditions in respect thereof.
- 5.5 The Bank will not provide any replacement or substitute of Prize if the Winner rejects the Prize and/or request for alternative option(s).
- 5.6 Picture(s) of the Prize shown in any advertisement, promotional and other materials relating the Campaign is/are solely for illustration purposes only and may not depict the actual colour, model or specifications of the Prize (if applicable) and does not include any optional accessories.

6.0 Campaign Prize Fulfillment

- 6.1 Winner will be notified by telephone and/or any other method(s) deemed suitable by the Bank within eight (8) weeks from the end of the Campaign Period.
- 6.2 The Prize distribution method will be determined by the Bank.
- 6.3 The winner may be required to attend a Prize Giving Ceremony or other public events at a location to be confirmed by the Bank, as and when required at their own costs and expenses. The Bank reserves the exclusive right to publish or display the name and photographs of the Winner in the media, marketing or advertising materials or Bank's website for publicity purposes of this Campaign.
- 6.4 The Bank's decisions on all matters related to the Campaign and Prize shall be final, conclusive and binding on all Eligible Cardmember. No further correspondence and/or appeal to dispute the same will be entertained.

7.0 Adherence to the Campaign Terms and Conditions

- 7.1 All Eligible Cardmembers shall be required to adhere to the Campaign Terms and Conditions.
- 7.2 All Terms and Conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and legal disputes shall be commenced and heard in courts in Kuala Lumpur.
- 7.3 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 Eligible Cardmembers resulting

directly or indirectly from the Eligible Cardmembers' participation in the Campaign except losses caused by negligence, default or breach by the Bank. Furthermore, the Bank shall not be liable for any default of its obligation under the 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 or any event beyond the control of the Bank.

- 7.4 The Bank, at its discretion may withdraw, cancel or suspend the Campaign earlier than the Campaign Period or extend the Campaign beyond the Campaign Period subject to the availability of funds by giving prior notice via its website.
- 7.5 By participating with this campaign, Eligible Cardmember agrees to access the Bank's website at www.affinonline.com or www.affinislamic.com.my from time to time to view the terms and conditions and to ensure that they are kept-up-to-date with any changes or variations made to the terms and conditions.
- 7.6 The Bank reserves the right to change, amend and/or modify any of Terms and Conditions stipulated herein from time to time and such amendments will be announced with prior notice on the Bank's website at www.affinonline.com and www.affinislamic.com.my
- 7.7 By participating in the Campaign, Eligible Cardmember(s) agree and consent to the processing of the Eligible Cardmember(s) personal data by the Bank and the Bank hereby agrees to collect it and use it for the purpose of the Campaign. Unless the Eligible Cardmember(s) expressly opt-out by contacting any of our branches, the Bank shall be at liberty to market the products of its Group or that of its associate/sister companies to the Eligible Cardmember(s).
- 7.8 Please refer to our Group Policy Notice available by walk-in at any the Bank's offices or branches or on the website at www.affinonline.com and www.affinislamic.com.my
- 7.9 The Eligible Cardmember shall comply with the provisions of the Financial Services Act 2013, Islamic 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, licences, approvals or authorisations required in connection with the execution, performance, validity or enforceability of the Transaction Documents.
- 7.10 For any assistance, feedback and/or complaints related to this Campaign, Eligible Cardmember may contact the Bank at following channels:
- Contact centre at 03-8230 2222; or
 - E-mail to cardservices@affinbank.com.my
- 7.11 The Eligible Cardmember is hereby reminded to read and understand this Terms and Conditions. In the event there are any terms and conditions in this Terms and Conditions that the Eligible Cardmember does not understand, the Eligible Cardmember is hereby advised to discuss further with the Bank's staff, representative or agent.
- 7.12 Bahasa Malaysia version of the Terms and Conditions is available at www.affinonline.com and www.affinislamic.com.my