

Hong Leong Club Rewards Catalogue 2015 - 2018 Terms & Conditions ("T&C")

1. Definition

- 1.1. "Bank" means Hong Leong Bank Berhad ("HLBB").
- 1.2. "Card" means Hong Leong American Express, MasterCard and/or Visa card issued by the Bank.
- 1.3. "Card Account" means the account of the Cardholder with the Bank, opened in respect of the Card.
- 1.4. "Cardholder" means the person to whom the Card is issued by the Bank and includes the Supplementary Cardholder(s) where the context so requires which is eligible to participate in the Programme.
- 1.5. "Fast Track" is an alternate redemption option which uses a combination of Reward Points ("RP") and Ringgit Malaysia ("RM") value portion fixed under the Programme.
- 1.6. "Flight Rewards" ("FR") means the transfer of RP to the participating airline available for frequent flyers on such airline.
- 1.7. "Gifts" means all rewards provided by the Programme which includes goods, vouchers, services, travel packages and any other privileges contained in this Programme. The Bank reserves the right to cancel, change or substitute any reward at any time without prior notice.
- 1.8. "Merchant" is an individual, firm or company engaged in the business of selling and providing goods and/or services featured in the Programme.
- 1.9. "Programme" means the Hong Leong Club Rewards Catalogue 2013/2015 and includes any variations or amendments to the same as may be made by the Bank from time to time.
- 1.10. "Reward Points" ("RP") means the points awarded to the Cardholder under the Programme pursuant to these T&Cs.
- 1.11. Unless the context otherwise requires, words and expressions respectively defined or construed in the Cardholder's Agreement Terms & Conditions shall have the same meanings when used or referred to herein and words referring to the male gender shall include the female gender and words referring to the singular number shall include the plural number and vice versa.

2. Validity of RP

- 2.1. All RP earned by a Cardholder shall be valid for three (3) years commencing from the date of the RP first earned by a Cardholder. The applicable expiry date for RP earned on a credit card shall be showed in the Cardholder's monthly credit card statement and any unused RP earned and accumulated will not be carried forward upon expiry.
- 2.2. The expiry date of RP expiring in a particular month shall be the last day of that calendar month. All the RP must be redeemed prior to their expiry. Thereafter, all unredeemed RP will be automatically cancelled without notification to Cardholder.
- 2.3. The various applicable expiry dates shown in the monthly credit card statement and any unused points earned and accumulated will NOT be carried forward upon their expiry.

- 2.4. At the point of card termination or cancellation, no grace period is allowed to the Cardholders for RP redemption. All RP must be redeemed prior to the card termination or cancellation by the Cardholders.

3. Eligibility

- 3.1 By participating in the Programme, the Cardholder is subject to the T&Cs contained herein and the Cardholder Agreement T&Cs.
- 3.2 In order to be eligible to redeem or earn RP, the Cardholder's Card Account(s) must:
 - a) Be valid and in good standing;
 - b) Not be overdue in payment;
 - c) Be operated within its credit card limit;
 - d) Not be opened and/or operated in a fraudulent manner; or
 - e) Not have been closed, cancelled or terminated by the Cardholder or the Bank.
- 3.3 Hong Leong Infinite P Card, Hong Leong Infinite Card, Hong Leong Essential Card, Hong Leong Wise Card, Hong Leong Fortune Card, Hong Leong Assurance Card, Hong Leong Platinum Business Card, Hong Leong The Store Card and Hong Leong Pacific Card are EXCLUDED from this Programme.
- 3.4 Any changes of the eligibility criteria for participation in this Programme will be notified to the Cardholders via their Card Statement and/or displayed in the Bank's website at www.hlb.com.my ("HLB Website").

4. Earning of RP

- 4.1 The Cardholders will earn one (1) RP for every RM 1.00 billed on local and international retail purchases to the Cardholder's Principal and Supplementary Card Account. The Bank will not be responsible for any delay in actual posting of the transaction and/or accrual of RP during the Programme.
- 4.2 Where applicable, the Cardholder will also earn RP from various Banks' products, subject to changes from time to time as determined by the Bank.
- 4.3 RP awarded to the Cardholder will be based on the total value of RM posted for the retail purchases (local and international) made on the credit cards, including transactions made using Supplementary Credit Card(s).
- 4.5 The Cardholder will NOT earn RP for the following transactions or charges: -
 - a) Cash Advance;
 - b) Annual Fee;
 - c) Balance Transfer;
 - d) Late Payment Charges;
 - e) Disputes Charges;
 - f) Fraud Charges;
 - g) Finance Charges;
 - h) Card Replacement Fee;
 - i) Delivery Charges;
 - j) Petrol Purchases;
 - k) Cash Payments;
 - l) Credit Card Service Tax; and
 - m) Any other fees, charges or penalties incurred by the Cardholders.

- 4.6 The accumulation of one (1) RP for every RM1.00 may be subject to change from time to time as determined by the Bank.
- 4.7 The Bank reserves the right to vary the period during which the Cardholder must use the RP by giving a minimum of twenty-one (21) days notice in writing. The change will take effect from the date specified in such notice.
- 4.8 Only the RP accumulated and reflected in the Cardholder's monthly card statement can be utilised for redemption. For avoidance of doubt, there may be lapse of time between a transaction made using a credit card and the crediting of the RP into the Card Account. The Cardholder is encouraged to call Hong Leong Contact Centre to check the updated RP available for redemption.
- 4.9 There is no monetary or cash value given for the RP accrued. Accrued RP are not redeemable or convertible to cash or credit unless stated otherwise.
- 4.10 RP earned is not transferable to any third party.

5. Gifts Redemption

- 5.1 Redemption form(s) once accepted by the Bank CANNOT be revoked, cancelled or exchanged. Once RP have been redeemed, such RP shall be deemed extinguished and STRICTLY CANNOT be reinstated/refunded.
- 5.2 Redemption of Gifts with insufficient RP will be rejected.
- 5.3 Redemption can only be executed by the Principal Cardholders by duly completing the redemption forms via fax or mail back the forms to the Bank, or by making redemption orders by any one (1) of the following means:
 - a) Online: through the HLB Website.
 - b) Interactive Voice Response (IVR) : through the Hong Leong Self-Service Phone Banking System; or
 - c) Calling the Hong Leong Contact Centre.
- 5.4 The Bank may notify the Cardholder if it is unable to process or deliver the Gifts. All Gifts are subject to availability and restrictions on the Gifts redemption may apply.
- 5.5 The Cardholders are allowed to combine the RP earned in the Card Accounts for redemption.
- 5.6 Where the Principal Cardholder who has more than one Card Account with the Bank, voluntarily cancels any Card Account but retains at least one valid Card Account that earns RP with the Bank, any RP accrued in the cancelled Card Account(s), may be used for the Programme at the absolute discretion of the Bank.
- 5.7 RP accumulated in the Principal Cardholder's Card Account plus that of the Supplementary Card Account can only be redeemed by the Principal Cardholder.
- 5.8 Any dispute in relation to the Gifts under the Programme shall be settled between the Cardholders and the Merchant without recourse to the Bank.
- 5.9 The Bank is not responsible with respect to death, injury, consequential loss or damage of whatever nature suffered by the Cardholder and if applicable, or third party arising from the redemption of the Gifts, including but not limited to any injury or loss suffered pursuant to the holiday packages, cancellation of holiday packages, extra charges, delay and resulting from any advice, pointers, tips and directions as may be contained in this Programme or from the loss, theft, destruction of a Gift.
- 5.10 Gifts that consist of certificates/vouchers issued by Merchant(s) cannot be converted into cash and are valid for use until the date specified therein and subject to the T&Cs herein.

If they remain unused after the specified date, the certificates/ vouchers will lapse and will not be replaced. The Bank is not responsible for expired, lost or stolen certificates/vouchers and/or Gifts.

- 5.11 The Terms & Conditions specified in the certificates/vouchers are beyond the Bank's control and are determined by the Merchants. Any dispute arising under the Terms & Conditions of the certificates and/or vouchers shall be settled directly by the Cardholders with the Merchants. The Bank will not be responsible in replacing or cancelling any redemption as a result of such dispute.
- 5.12 In the event the certificates and/or vouchers are in the form of cash vouchers, the Cardholder can use the Bank's Credit Card to pay the difference in amount to the participating service establishment(s) should the purchase be in excess of the value stated on the cash vouchers. There will be no refund of the unused portion of the value the cash vouchers.
- 5.13 Issuance of a dining, travel, or hotel/resort voucher does not constitute a reservation with the service establishment(s). The Cardholder is responsible for making the reservations and notifying the participating service establishment(s) of the voucher(s) they are going to redeem. Hotel/resort voucher(s) will not be extended upon expiry.
- 5.14 Any additional meals, transportation, accommodation or any other arrangements made in connection with any Gifts will be the absolute responsibility of the Cardholder(s).
- 5.15 The Bank is not responsible for expired, lost or stolen Gifts certificate(s) and/or voucher(s) or items. Gifts certificate(s) and/or voucher(s) of a service establishment are only valid at participating outlets listed in the certificate(s) and/or voucher(s) or the Programme.
- 5.16 Redeemed certificate(s) and/or voucher(s) are not exchangeable for other Gifts, are not refundable, not replaceable, and not transferable for cash or credit under any circumstances.
- 5.17 The Bank will NOT (a) replace; or (b) assist a Cardholder by placing a hold or freeze status on any misplaced, lost or stolen Gifts certificate(s) and/or voucher(s) under any circumstances.
- 5.18 All Gift(s) are subject to stock availability and the Bank reserves the right by giving prior notice without assigning any reason whatsoever to the Cardholder to discontinue and/or replace the Gifts with alternative Gifts of similar value.
- 5.19 There is "NO TRIAL PERIOD" for all Gifts.
- 5.20 The Cardholder who opt for the "Fast Track" redemption hereby authorize the Bank to debit his/her Card Account to pay the said charges for the redemption. No cash, cheque or any other mode of payment will be accepted for the "Fast Track" redemption.
- 5.21 The Cardholder are only allowed to redeem the Annual Fee after the fee has been charged to the Card Account. Waiver of the Annual Fee may be exercised within a period of three (3) months from the date fee is charged.
- 5.22 Cardholder shall be responsible for the following prescribed fee:
 - a) RM10.60 Re-direction fee on every Cardholder's request to re-direct to a different address for Gift delivery after first unsuccessful delivery attempt.
 - b) RM10.60 Re-delivery fee on every Cardholder's request to re-deliver to the same address for Gift delivery after first unsuccessful delivery attempt.

Alternatively, Cardholders have the option of using 2,650 RP to off-set the RM10.60 fee for re-direction and/or re-delivery.

Change of delivery address will only be allowed if the Gifts have not been sent out to Cardholders. The aforesaid RM10.60 fee or 2,650 RP will be debited into Cardholder's Card Account.

6. Flight Rewards ("FR") Redemption

- 6.1 Only Cardholder who have successfully registered with the participating airline's FR prior to redemption and inform the Bank of his/her FR account number at the point of redemption will be able to redeem the FR miles (For e.g. MAS Enrich and Air Asia Big Points).
- 6.2 For avoidance of doubt, the conversion of RP into any FR miles under the Programme shall take not more than forty two (42) days for the completion of the conversion from the date of receipt of the FR Redemption Form and the Bank is under no obligation to affect a manual transfer.
- 6.3 The Bank will not be liable for any delay in processing and crediting of FR miles into the FR membership account of the Principal Cardholder.
- 6.4 The Bank reserves the right to revoke and withdraw participation in FR and the right to change conversion rate of the FR with prior notice to the Cardholder.
- 6.5 The Cardholder are also bound by the terms & conditions of the relevant participating airline's FR.
- 6.6 In the event that the transfer of RP to the FR is not successful or rejected for any reason whatsoever, the Bank is under no obligation to notify the Cardholders, investigate and/or affect a manual transfer.
- 6.7 There shall be no reversion to RP upon successful conversion and transfer of RP to the FR miles.

7. Delivery of Gifts

- 7.1 All Gifts supplied will be covered by the Merchant's normal terms of business. The Bank will not be responsible for the quality or suitability of the Gift(s) or for any delay in the delivery of the Gifts.
- 7.2 The Cardholder shall provide an address in Malaysia to the Bank for delivery of Gift(s). No delivery of the Gift(s) will be made to a P.O. Box address.
- 7.3 Delivery of Gift(s)/voucher(s) or item(s) shall be deemed to be made if presented at the address furnished by the Cardholder in his/her redemption request form.
- 7.4 Delivery of Gift(s) to outside Malaysia (other countries) is not allowed notwithstanding that the Cardholders agree to pay for the delivery charges.
- 7.5 Delivery of any document e.g. Gift certificates and/or vouchers will be sent via courier service. In the event Cardholder is not available to receive at the delivery address, the Cardholder will be required to liaise directly with the courier service company to make re-arrangements.
- 7.6 The Bank is not obliged to replace any lost certificates and/or vouchers should the Cardholder fail to collect the certificate(s) and/or voucher(s) on time as specified in the "attempt card". It is the Cardholder's responsibility to liaise directly with the courier service on any non-collection or unclaimed parcel.

- 7.7 The Bank will make arrangements to deliver the Gift(s) to Cardholder within twenty-one (21) working days (barring any unforeseen circumstances) from the date of receipt of the redemption request by the Bank.
- 7.8 The Cardholder or recipients of Gift(s) are obliged to present proof of their identity to the delivery provider, failing which the delivery provider has the right to refuse delivery and will return the Gifts to the Bank as unclaimed.
- 7.9 Delivery of Gift(s) will only be made against written acknowledgement of receipt of the Gift(s) by the recipient/occupant at the delivery address and where such address is an office address, by any employee of the office. Such acknowledgement shall be deemed to be the acknowledgement of receipt by the Cardholder.
- 7.10 In the event Cardholder does not receive his/her redeemed Gift(s) upon the expiry of twenty-one (21) working days from the date of the Bank's receipt of the redemption form, it is the Cardholder's responsibility to inform the Bank no later than two (2) months from the expiry of the twenty-one (21) working days whereupon the Bank will arrange for the delivery of the Gift(s) to the Cardholder provided there is proof of non-delivery from the Bank's appointed provider. Upon the expiry of the said two (2) months, the Cardholder shall be deemed to have had received and accepted the Gift(s) and the Cardholder shall have no right or recourse against the Bank.
- 7.11 The Gift(s) accepted by Cardholder or his/her representative in good condition is strictly non-returnable and non-exchangeable. Cardholder or his/her representative is advised to examine the Gift(s) upon receipt. Should the Gift(s) arrive faulty or damaged, it is the Cardholder responsibility to return the Gift(s) at Cardholder own cost in the Gift(s) original state and packaging for a replacement within three (3) working days upon receipt of Gift(s) by Cardholder or his/her representatives. Replacement of Gift(s) is not allowed if Cardholder fails to return the Gift(s) within three (3) days.
- 7.12 The Cardholder authorizes the Bank to debit his/her Card Account for the delivery cost of replacement. The amount debited is non-negotiable and final.

8. Termination

- 8.1 The Bank can suspend or terminate the Programme at any time it deems necessary by giving prior written notice to the Principal Cardholders in the manner it deems appropriate.
- 8.2 Termination of the Programme will take effect on the date specified in the notice. The Cardholder must use any outstanding RP within thirty (30) days of the termination date. All outstanding points will be automatically cancelled upon the expiry of this thirty (30) day period.

9. General

- 9.1 The Programme catalogue is valid for redemption from 1 June 2015 to 31 December 2018 and is subject to availability of the Gifts.
- 9.2 The Bank assumes no responsibility for any claims, losses, costs, expenses, or damages of whatever nature resulting from the Cardholder redemption of either the FR or the Gift(s).
- 9.3 Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of RP in the Programme, or redemption of Gift(s) and/or including transfer of RP to participating airlines' FR, may result in forfeiture of accumulated RP as well as cancellation of Cardholder(s) participation in the Programme.

- 9.4 If any of Cardholder Card Account(s) is not in good standing (overdue in payment or exceeded limit), Cardholder participation in the Programme maybe cancelled or RP accrued in the Cardholder Card Account may be forfeited. Failure to adhere to the T&Cs herein and/or Cardholder Card Account may cancel the participation of Cardholder in the Programme and/or forfeit the accrued RP by the Cardholder.
- 9.5 In the event Cardholder cancels any one or all his/her Principal Card Account(s) with the Bank or if for any reason, the Bank cancels all or any of the Cardholder(s) Principal Card Account, all RP accrued on such Principal Card Account(s) and to all Supplementary Card Account(s) issued under such Principal Card Account (s) will be cancelled and forfeited, and will not entitled for the Gift(s) or FR redemption.
- 9.6 By participating in this Programme, all Cardholders consent for HLB to disclose the Cardholders' details to HLB's service providers and/or suppliers for the purposes of running this Programme and delivering the Gifts.
- 9.7 All questions or disputes regarding eligibility for the Programme, points of accrual or redemption of rewards including transfer of RP to a participating airline's FR, will be determined by the Bank at its absolute discretion without assigning any reasons thereof or by giving prior notification to the Cardholders.
- 9.8 Any props, accessories or equipment featured together with the Gifts in any advertising, promotional, publicity and pictorial materials are for decorative and illustration purposes and shall not form part of the Gifts.
- 9.9 The Bank reserves the right to cancel, suspend or amend the Programme T&Cs wholly or partly at any time by giving prior written notice to the Cardholders.
- 9.10 The Bank's failure and/or delay to enforce a particular T&Cs or a right under the T&Cs herein do not constitute a waiver of the right by the Bank.
- 9.11 The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Cardholders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.