

Terms and Conditions for The Store and Pacific – Hong Leong Credit Card

The terms and conditions below are to be read together with the Hong Leong Cardholder Agreement (“the Agreement”). Save and except for the variations set out below, all the terms and conditions of the Agreement shall apply. In the event of any discrepancy or inconsistency between the terms and conditions of the Agreement and the terms and conditions herein (“**Card Terms and Conditions**”), the Card Terms and Conditions herein shall prevail in so far as they apply on The Store – Hong Leong Credit Card and Pacific - Hong Leong Credit Card.

Definitions

- 1.1 “Bank” means Hong Leong Bank Berhad;
- 1.2 “Billing Cycle” means issuance of the Co-Brand Cards Monthly Statement at each calendar month;
- 1.3 “Co-Brand Cards” means collectively The Store-Hong Leong Credit Card and Pacific-Hong Leong Credit Card, and each shall be referred to as “Co-Brand Card”;
- 1.4 “Cardholder” means the name of the individual appears on the Co-Brand Card, whether Principal or Supplementary Cardholder;
- 1.5 “Principal Cardholder” means a Cardholder who has been issued with a Principal Card;
- 1.6 “Principal Card” means a Co-Branded Card issued to the Cardholder by the Bank as the Primary Cardholder;
- 1.7 “Rebate Programme” means the programme where the Cardholder is entitled to earn Rebate in return for redemption of Gift Voucher issued by The Store and/or Pacific Hypermarket, as the case may be;
- 1.8 “Rebate” means the rebate earned by the Cardholder based on the expenditure charged to the Co- Brand Card except those excluded under Clause 4 herein;
- 1.9 “Maximum Rebate” means the maximum amount of Rebate that the Cardholder can earn within one Co-Brand Card Billing Cycle or such other period as may be determined by the Bank from time to time;
- 1.10 “Member’s Price” means the special price for the Cardholder on selected Participating Products and Services that The Store and/or Pacific Hypermarket may specify and determine from time to time;
- 1.11 “Member’s Benefits” include Member’s Price and/or other benefits that may be specified and determined by The Store and/or Pacific Hypermarket from time to time;
- 1.12 “Pacific Hypermarket” means the chain of retail stores, supermarkets and/or hypermarkets managed and operated under the name of “Pacific Hypermarket” by PACIFIC HYPERMARKET & DEPARTMENTAL STORE SDN BHD (Company No. 361202-X);
- 1.13 “Pacific-Hong Leong Credit Card” means the credit card issued by the Bank with the mark and/or logo of Pacific Hypermarket;
- 1.14 “The Store” means the chain of retail stores, supermarkets and/or hypermarkets managed and operated under the name of “The Store” by THE STORE (MALAYSIA) SDN BHD (Company no. 8199-K);
- 1.15 “The Store-Hong Leong Credit Card” means the credit card issued by the Bank with the mark and/or logo of The Store;
- 1.16 “Participating Products and Services” means the products and services offered by The

- Store and/or Pacific Hypermarket;
- 1.17 “Non-Participating Products and Services” means the products and services other than the Participating Products and Services;
- 1.18 “Gift Voucher” means voucher issued by The Store and/or Pacific Hypermarket’s to the Cardholders for purpose of Rebate redemption;
- 1.19 “Redemption Months” means the months specified in Clause 9 below for automatic redemption of the Rebate to the Cardholders in the form of Gift Voucher;
- 1.20 “RM” means Ringgit Malaysia;
- 1.21 “Supplementary Cardholder” means the person nominated by the Principal Cardholder as a Supplementary Cardholder in accordance with Clause 22 of the Agreement and to whom a Co-Branded Card is issued by the Bank;
- 1.22 “Statement” means monthly statement issued by the Bank to the Cardholders which shows the total outstanding balance, any finance charges, fees, charges, minimum amount due and the payment due date.

Interpretation

- a) Unless the context otherwise requires, capitalised words and expressions shall have the same meaning as defined in the Agreement unless specifically defined in this Card Terms and Conditions.
- b) Words referring to the male gender shall include the female and/or neuter gender and vice versa.
- c) Words referring to the singular number shall include plural number and vice versa.

Annual Processing Fee

2. Cardholders may enjoy Member’s Price and other Member’s Benefits offered by The Store and/or Pacific Hypermarket subject to payment of an annual processing fee charged by THE STORE CARD SDN BHD (Company no. 283131-H) (“The Store Card Sdn Bhd”) as following (“**Annual Processing Fee**”):
- 2.1 No Annual Processing Fee will be charged by The Store Card Sdn Bhd for the first year. For subsequent years, the Annual Processing Fee will be charged in accordance with the following types of Principal card:
- 2.1.1 Gold Co-Brand Card – RM 20.00 (subject to Government Tax, if applicable) per year or such other amount as determined by The Store Card Sdn Bhd.
- 2.1.2 Platinum Co-Brand Card – RM 40.00 (subject to Government Tax, if applicable) per year or such other amount as determined by The Store Card Sdn Bhd.
- 2.2 If the Co-Brand Card is still valid and has not been cancelled or suspended by the Cardholder and/or the Bank, annual renewal with The Store Card Sdn Bhd shall be done by the Cardholder in order to continue the eligibility of the Cardholders for the Member’s Benefits. The Bank shall not be liable in any manner for any suspension, termination or cancellation of the Member’s Benefits by The Store and/or Pacific Hypermarket.
- 2.3 The Annual Processing Fee will be charged to the Cardholder’s Co-Brand Card account and will be reflected in the Co-Brand Card Monthly Statement issued by the Bank for the

respective Billing Cycle.

Rebate Programme

3. Cardholders shall be eligible for the following Rebate:

Total spend with Co-Brand Card in a Billing Cycle	Rebate	Maximum Rebate allowed
First RM1 to RM1,500 on Participating Products and Services	3%	RM45
Subsequent RM1,501 and above on Participating Products and Services	6%	RM30
Any amount on Non-Participating Products and Services	0.5%	No Maximum Limit

Illustration:

Scenarios	Total spend in a Billing Cycle on Participating Products and Services	Total spend in a Billing Cycle on Non-Participating Products and Services	3% Cash Rebate	6% Cash Rebate	0.5% Cash Rebate
1	RM1,200	RM1,000	RM36 (RM1,200 x 3%)	–	RM5
2	RM2,300	RM2,000	RM45 (RM1,500 x 3%)	RM30 (RM800 x 6%) *Subject to Maximum Cash Rebate of RM30	RM10
3	RM1,800	RM1,500	RM45 (RM1,500 x 3%)	RM18 (RM300 x 6%)	RM7.50

4. For avoidance of doubt, Rebate shall not be awarded in respect of any of the following:

- 4.1 Petrol transactions;
- 4.2 Cash advance or cash withdrawal debited to the Co-Brand Card account;
- 4.3 Payment for Call-for-Cash or similar program by whatever name called;
- 4.4 Bank's Extended Payment Plan (EPP), Flexi Payment Plan (FPP), Balance Transfer, CASH-ON-CALL ('COC'), Flexi Payment Plan (FPP), My Payment Plan or similar programme by whatever name called;
- 4.5 Payment made towards any fees and/or charges prescribed from time to time by the Bank to be paid to or in connection with the Co-Brand Card, including without limitation

- to annual processing fee, annual fee, finance charges, handling charges and late payment charges;
- 4.6 Government Tax (if applicable) and any other similar taxes by whatever name called;
 - 4.7 Charges to the Co-Brand Card which are disputed by the Cardholder, whether Principal or Supplementary, which are subsequently reversed by the Bank.
 - 4.8 All Government related transactions and all online transaction(s)/payment via Hong Leong Connect
5. The Rebate earned is accumulated on each Billing Cycle.
 6. The Maximum Rebate is RM75.00, i.e the Cardholder can earn Rebate up to a maximum amount of RM75.00 in each Billing Cycle based on the expenditure using the Co-Brand Card and no further Rebate will be awarded for that Billing Cycle when the Cardholder has met the Maximum Rebate.
 7. Rebate accumulated by Supplementary Cardholders will be credited into the Principal Cardholder's Co-Brand Card account. The total Rebate accumulated by the Cardholder, whether Principal or Supplementary, will be reflected in the Principal Cardholder's monthly Statement.

Rebate Redemption

8. Rebates will be automatically converted and redeemed in the form of Gift Vouchers on every March, June, September and December of the year ("**Redemption Months**"). Gift Vouchers will be delivered to the Principal Cardholder's mailing address registered with the Bank. The Principal Cardholder shall contact the Bank within 3 months in the event of non-receipt of the Gift Vouchers.
Example: Principal Cardholder is entitled for the Gift Voucher based on his/her Statement dated 15 March 2020. In the event of non-receipt of the Gift Voucher, the Principal Cardholder must inform the Bank on or before 14 June 2020.
9. The Cardholders hereby acknowledge that there is a lapse of time between a transaction made using the Co-Brand Card and the crediting of the Rebate into the Cardholder's Co-Brand Card account. As such, the Bank does not represent and warrant that the Rebate **accumulated** prior to Redemption Months is immediately available for redemption during that particular Redemption Month.
10. Every accumulation of minimum RM10.00 Rebate ("**Minimum Amount**") during the Redemption Months is converted to an equivalent entitlement of one (1) Gift Voucher in RM10.00 denomination subject to the following conditions:
 - 10.1 The Rebate earned by the Cardholders meet the Minimum Amount;
 - 10.2 In the event that the Rebate is below the Minimum Amount, redemption will be deferred until the Minimum Amount is met;
 - 10.3 The Rebate was not accumulated due to fraudulent or unauthorised use of the Co-Brand

- Card, as determined by the Bank;
- 10.4 The Co-Brand Card is valid and has good credit standing;
 - 10.5 There is no default in payment of the amount outstanding in the Co-Brand Card account;
 - 10.6 The Co-Brand Card account has not exceeded the approved credit limit; and
 - 10.7 The Co-Brand Card is not blocked, suspended, cancelled or terminated by the Cardholder and/or Hong Leong Bank for whatsoever reason.
11. Any unredeemed Rebate (deferment due to non-fulfilment of the Minimum Amount, as defined in Clause 10 above or as a result of the lapse of time in crediting the Rebate into the Cardholder's Co- Brand Card account) will be accumulated and carried forward into the following Billing Cycle.
 12. Any occurrence of the following events shall immediately void and/or forfeit the Rebate, without any refund, extension or compensation whatsoever by the Bank:
 - 12.1 Cancellation and/or termination of the Co-Brand Card by the Cardholder and/or the Bank for any reason;
 - 12.2 The Co-Brand Card account becomes delinquent;
 - 12.3 The Rebate Programme is terminated by the Bank, The Store and/or Pacific Hypermarket for whatever reason;
 - 12.4 Fraudulent or unauthorised use of the Co-Brand Card, as determined by the Bank;
 - 12.5 Upon death of the Cardholder

The Rebate has exceeded its 3 years' expiry date from the date of accumulation ("Expiry Date").

Illustrations:

Year in which Rebate is Accumulated	Effective Expiry Date of the Rebate
1 January 2014 to 31 December 2014	31 December 2017
1 January 2015 to 31 December 2015	31 December 2018
1 January 2016 to 31 December 2016	31 December 2019
1 January 2017 to 31 December 2017	31 December 2020

13. Upon the conversion of the Rebate from the Co-Brand Card account to the Gift Voucher, the converted and redeemed Rebate shall extinguish and cannot be reinstated in any circumstances.
14. The Bank's record on the expenditure by the Cardholders shall be conclusive evidence total Rebate earned by the Cardholders.
15. Only the Principal Cardholder shall be entitled to enjoy the redemption of the Rebate for Gift Voucher during the Cardholder's lifetime.
16. This Co-Brand Card shall not entitle the Cardholder to any other reward programs offered by the Bank with respect to the credit cards issued by the Bank other than the Co-Brand Card.

Gift Vouchers

17. Gift Vouchers will be delivered to the Cardholder at the last known mailing address together with the Co-Brand Card's monthly Statement on the respective Redemption Months.
18. The following terms and conditions shall apply to the Gift Vouchers:
 - 18.1 The Gift Vouchers are strictly for the use to purchase the Participating Products and Services only;
 - 18.2 The Gift Vouchers are valid for three (3) months from the month of issuance or such other period as may be determined by The Store and/or Pacific Hypermarket from time to time (**"Validity Period"**)
 - (i) Gift Vouchers issued in March of the year will be valid till 30 June of the same year
 - (ii) Gift Vouchers issued in June of the year will be valid till 30 September of the same year
 - (iii) Gift Vouchers issued in September of the year will be valid till 31 December of the same year
 - (iv) Gift Vouchers issued in December of the year will be valid till 31 March of the following year
 - 18.3 If the Gift Vouchers remain unused after the specified Validity Period, the Gift Vouchers shall lapse and shall not be replaced by The Store and/or Pacific Hypermarket in any circumstances, and the unused Gift Vouchers are not exchangeable for cash or credit;
 - 18.4 The Bank, The Store and/or Pacific Hypermarket shall not be held responsible in any circumstances for any lost, defaced, torn, damaged, stolen or non-receipt of Gift Vouchers;
 - 18.5 If the Gift Vouchers are used for a value less than the amount of the Gift Vouchers, the difference cannot be encashed;
 - 18.6 If the value of the Gift Vouchers is less than the values of the item(s) purchased, the Cardholder is to pay the difference of the value.
 - 18.7 The Cardholders hereby accept and agree to be bound by any other terms and conditions that may be imposed by The Store and/or Pacific Hypermarket from time to time;
 - 18.8 The Store and/or Pacific Hypermarket reserve the right to disqualify any Cardholders who has committed or is suspected of committing any fraudulent, use of Co-Brand Card for redemption of the Gift Vouchers;
 - 18.9 Each Gift Voucher is only valid for one (1) time use only throughout the Validity Period, and must be presented together with the Principal Co-Brand Card at The Store or Pacific Hypermarket outlets, as the case may be, at the point of using;
 - 18.10 Additional terms and conditions governing the use of the Gift Vouchers can be found on the reverse side of the respective Gift Voucher.
19. The decision of the Bank on all matters relating to the Rebate Programme, Rebate Redemption and/or Gift Vouchers shall be final and binding on all Co-Brand Cardholders, and no appeal shall be entertained by the Bank.

20. The Rebate and/or Gift Vouchers are not for sale, non-transferable to any third party and non-exchangeable for cash, credit or in kind, in part or in full.
21. The Bank reserves the absolute right to vary, delete, add or amend the terms and conditions herein from time to time by giving a prior notice to the Cardholders, including but not limited to the Rebate entitlement and criteria, mechanism for the calculation and awarding of Rebate and redemption of Gift Vouchers.
22. The Bank reserves the right to deduct and/or cancel any Rebate from any Co-Brand Card account by giving a prior notice.