## HONG LEONG BANK BERHAD ("HLB") HONG LEONG DEBIT CARD PROMOTION WITH 50% CASH BACK ON FIRST TRANSACTION

Last updated on 8 May 2017

# **PROMOTION PERIOD**

 The Hong Leong Bank Berhad's ("HLB") "50% Cash Back on First Transaction with Hong Leong Debit Card Promotion" ("Promotion") commences from 8 May 2017 and ends on 31 July 2017, both dates inclusive ("Promotion Period"), unless notified otherwise.

# TERMS AND CONDITIONS

# The following sets out the terms and conditions applicable to the Promotion ("T&Cs")

## **ELIGIBILITY**

- 2. This Promotion is open to selected new Hong Leong Debit Cardholders who are Malaysian individual citizens and who have received a Short Messaging Service ("SMS") from HLB ("Cardholders").
- 3. The following are **NOT** eligible for the Promotion:
  - i. Customers who possess HLB Debit Card(s) NOT issued in Malaysia;
  - ii. Customers whose Debit Card account(s) are believed to be operated fraudulently, unlawfully and/or who have had their Debit Card(s) invalidated or cancelled by HLB;
  - iii. Customers who are HLB Private Banking customers; and
  - iv. Customers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the HLB or have been declared bankrupts (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy proceedings at any time prior to or during the Promotion Period,

#### **PROMOTION MECHANICS**

- 4. Subject to Clause 5 herein, Cardholders are required to perform their <u>first</u> retail transaction at any retail outlet using their new Hong Leong Debit Card ("First Retail Transaction") within the same calendar month in which the Cardholders received the SMS ("Promotion Month") to be eligible to receive 50% Cash Back ("Cash Back") on the First Retail Transaction ("Eligible Cardholders"). For example, if the Cardholders receive the SMS from HLB on 8 May 2017, the Cardholders will need to perform the First Retail Transaction on/or before 31 May 2017 in order to be eligible to receive the Cash Back.
- 5. For avoidance of doubt, the granting of the Cash Back is subject to the following:
  - a) Only successful First Retail Transactions which are successfully recorded and posted in the Eligible Cardholders' Current or Savings Accounts ("CASA") monthly statements will be eligible for the Cash Back.
  - b) The First Retail Transactions may be transacted in Ringgit Malaysia (RM) and other currencies.
  - c) For the purpose of this Promotion, Retail Transactions shall include point-of-sale purchases, contactless purchases, online purchases, auto-billing and Touch 'n Go reloads but <u>EXCLUDE</u> the following:
    - I. Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
    - II. Payment of Hong Leong Debit Card Issuance Fee / Annual Fee / Renewal Fee; or
    - III. Any other form of services or miscellaneous fees (including Penalty Charges) imposed by HLB.

- d) The Cash Back allocated by HLB for this Promotion is capped at Ringgit Malaysia Twenty Thousand (RM20,000.00) only for each month of the Promotion Period and Ringgit Malaysia Sixty Thousand (RM60,000.00) throughout the Promotion Period, on a first-come, first-served basis.
- e) For the avoidance of doubt, the Cash Back is capped at a maximum of **Ringgit Malaysia Twenty** (**RM20.00**) for each Eligible Cardholder throughout the Promotion Period.
- 6. Example of Cash Back entitlement tabulation is illustrated below:

Date of Successful	First Transaction	50% Cash Back
Retail Transactions	Amount	Entitlement
10 May 2017	RM15.00	RM7.50
15 May 2017	RM50.00	No Cashback
21 May 2017	RM100.00	No Cashback
Total Cashback		RM7.50

\*only one (1) time Cash Back and it is capped at maximum of RM20.00 per Eligible Cardholder throughout the Promotion Period

- 7. Eligible Cardholders' Hong Leong Debit Cards and their accompanying CASA must remain valid and active until the Cash Back is credited into the CASA, failing which, the Cash Back shall be forfeited.
- 8. The Cash Back will be credited into the Eligible Cardholders' CASA within twelve (12) weeks after the end of the Promotion Month ("Successful Cardholders").
- The Successful Cardholders will be notified by HLB by way of SMS ("SMS Notification") and posting of the list of the Successful Cardholders on the HLB's website at <u>www.hlb.com.my</u> ("Bank's Website") within twelve (12) weeks after the end of the Promotion Month.
- 10. Cardholders who do not receive the SMS Notification from HLB by the 12<sup>th</sup> week after the end of the Promotion Month are deemed **NOT** qualified or entitled for the Cash Back.
- 11. The Successful Cardholders shall be responsible to notify HLB in writing for any non-receipt of the Cash Back no later than one (1) calendar month from the date of receipt of the SMS Notification or the date of posting of the List of Successful Cardholders on the Bank's Website, failing which the Cash Back is deemed received by the Successful Cardholders and the HLB shall not entertain any claim of non-receipt of Cash Back by the Cardholders after the expiry of the aforesaid one (1) calendar month.
- 12. The SMS service for this Promotion is provided and supported by M3 Technologies (Asia) Berhad ("M3Tech"), a SMS vendor officially appointed by HLB.

# <u>GENERAL</u>

- 13. Cash Back is non-transferable to any **third (3<sup>rd</sup>)** party and non-exchangeable for up-front cash, credit, cheque or in kind.
- 14. By participating in the Promotion, the Cardholders:
  - a. Agree to have read, understood and to be bound by the T&Cs of the Promotion;
  - b. Agree that any reversal of retail transactions shall be excluded;
  - c. Agree that HLB's decision on all matters relating to the Promotion and Cash Back shall be final, conclusive and binding on all Cardholders and no further correspondence and/or appeal to dispute HLB's decision shall be entertained;

- d. Agree to access the HLB's Website at regular time intervals to view the T&Cs and to ensure the Cardholders are kept up-to-date on any change or variation to the T&Cs;
- e. Consent to and authorize HLB to disclose their personal data i.e. mobile number to M3Tech for the purpose of this Promotion; and
- f. Agree to the publishing or display of their names, MyKad/IC numbers (in masked form) or photos in media, marketing or HLB Website for the purpose of this Promotion (where applicable).
- 15. The T&Cs herein, General Terms and Conditions of Accounts, Debit Card Terms and Conditions or any relevant terms and conditions that HLB may specify from time to time are read as an entire agreement and if there is any discrepancy between the T&Cs herein and the General Terms and Conditions of Accounts, Debit Card Terms and Conditions, the specific T&Cs herein shall prevail to the extent of such discrepancy.
- 16. HLB reserves the right to:

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- a. Disqualify any Eligible Cardholders for any reason whatsoever as HLB may in its absolute discretion deem fit from participating in the Promotion;
- Add, delete, suspend or vary the T&Cs contained herein, either wholly or in part or to suspend or terminate this Promotion at HLB's sole discretion with twenty-one (21) calendar days' prior notice by way of posting on HLB's Website, or in any manner deemed suitable by HLB;
- c. Forfeit the Cash Back in the event that there is non-compliance with the T&Cs herein; and
- d. Substitute the Cash Back with other product of similar value at any time with prior notice.
- 17. HLB shall not be liable and responsible for any failure or delay in transmission and/or reflection in the Eligible Cardholders' CASA Accounts monthly statements on the relevant retail transactions which may result in the Eligible Cardholders being omitted from receiving the Cash Back during the Promotion Period.
- 18. Eligible Cardholders are liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Promotion and/or their eligibility to receive the Cash Back.
- 19. The T&Cs shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardholders agree to submit to the jurisdiction of the Courts of Malaysia.

#### Current and savings accounts tagged to the debit card are eligible for protection by PIDM.