

HONG LEONG DEBIT CARD SPEND & DEPOSIT FOR CASH RM40 PROMOTION

Last updated on 1st September 2017

PROMOTION PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "**Hong Leong Debit Card Spend & Deposit for Cash RM40 Promotion**" ("Promotion") commences on **1st September 2017** and ends on **30th September 2017**, both dates inclusive ("Promotion Period"), unless notified otherwise.

TERMS & CONDITIONS ("T&Cs")

ELIGIBILITY

1. The Promotion is open for participation by the "Eligible Customers" of the following criteria:-

- (i) Individual customers (excluding Priority Banking and Private Banking customers) who are Hong Leong Debit Cardholders or Mach Debit Cardholders as well;
- (ii) who are also the Primary Accountholders of the following Current and Savings Accounts ("Participating Accounts"):-
 - (a) Hong Leong Basic Savings Account;
 - (b) Hong Leong Saving Account;
 - (c) Hong Leong Basic Current Account;
 - (d) Hong Leong Current Account;
 - (e) Hong Leong Pay&Save Account;
 - (f) Hong Leong One Account;
 - (g) Hong Leong SmartLink Account;
 - (h) Hong Leong Senior Savers Savings Account; and
 - (i) Hong Leong Harvest Account.
- (iii) who have received a Short Messaging Service ("SMS") and Electronic Direct Mail ("EDM") from HLB to participate in this Promotion. A total number of one hundred (100) Eligible Customers will be selected by HLB for this purpose.

It is essentially the duty and/or obligations of the Eligible Customers to ensure that their mobile phone numbers and/or email addresses registered with HLB are correct and up to date in order to receive the SMS and EDM, and HLB shall not be responsible/held liable in the event of non receipt of the SMS and EDM by the Eligible Customers for any reasons whatsoever.

Customers who do not receive the SMS and EDM are deemed not qualified to participate in this Promotion and HLB shall not entertain any dispute pertaining to the non receipt of the SMS and EDM by the customers.

For the avoidance of doubt, all Participating Accounts stated in Clause 1 above and Debit Card's Retail Purchase Account ("RPA") are eligible for protection by Perbadanan Insurans Deposit Malaysia ("PIDM").

2. The Promotion is **NOT** applicable to Hong Leong Islamic Bank Berhad's ("HLISB") (686191-W) Current and/or Savings Account-i and Debit Card-i customers.
3. Customers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by HLB and/or HLISB or have been declared bankrupt (pursuant to a petition by either HLB or HLISB or other financial institutions or by any third (3rd) party) or are subject to any bankruptcy proceedings at any time prior to or during the Promotion Period shall **NOT** be eligible to participate in the Promotion.

PROMOTION MECHANICS

4. In order to participate in this Promotion, the Eligible Customers must meet and fulfil the following criteria during the Promotion Period to be entitled to a cashback of **Ringgit Malaysia Forty (RM40)** ("Cashback"):
 - (a) Perform a minimum of **six (6)** Debit Card transactions (as defined in Clause 5 to 7 below) of any amount using their Hong Leong Debit Card; AND

(b) Maintain / Achieve a Monthly Incremental Deposit (as defined in Clause 8 to 11 below) of a minimum amount of **Ringgit Malaysia Two Thousand (RM2,000)**.

[Clause 4(a) and (b) are collectively known as "Promotion Criterias"].

5. Debit Card transactions refer to Debit Card Present and Card-Not-Present transactions including but not limited to local and overseas retail point-of-sale purchases (Contact and/or Contactless), online purchases, auto-billing and Touch 'n Go reloads which are successfully recorded and posted to the Eligible Customers' RPA but **EXCLUDE** the following transactions:
 - (a) Automated Teller Machine ("ATM") withdrawal;
 - (b) Refunded, disputed, unsuccessful, reversed/void, unauthorized, fraudulent or unlawful transactions;
 - (c) Payment of Debit Card Issuance Fee/ Annual Fee/ Renewal Fee; and
 - (d) Any other form of services or miscellaneous fees (including Penalty Charges) imposed by HLB.
6. Debit Card transactions made in foreign currencies will be converted and computed in Ringgit Malaysia (RM) based on the conversion rate determined by HLB at the time of transactions.
7. Eligible Customers can only participate in this Promotion with one (1) Hong Leong Debit Card.
8. Monthly Incremental Deposit is defined as the Daily Average Balance ("DAB") of the Participating Accounts throughout the Promotion Period minus the closing balance on 31st August 2017.
DAB = $\frac{\text{Sum of daily end day balances throughout the Promotion Period}}{\text{Number of days throughout the Promotion Period i.e. thirty (30) days}}$
Monthly Incremental Deposit = DAB – Closing Balance on 31st August 2017
9. For the purpose of this Promotion, all deposits must be New Funds. For the avoidance of doubt, New Funds are:
 - (a) Cash, interbank GIRO, new funds received via telegraphic transfer from other banks, local cheque or banker's cheque issued by other banks; and/or
 - (b) Proceeds arising from the redemption of equity, unit trust funds, bonds and/or Hong Leong Invest Safe that are re-deposited into any of the Participating Accounts.
10. "New Funds" are **NOT**:
 - (a) Maturing Fixed Deposit ("FD"), Term Deposit-i ("TD-i"), General Investment Account ("GIA") or premature withdrawal of FD, TD-i or GIA; and/or
 - (b) Inter-branch transfer within HLB and HLISB including third (3rd) party transfer.
11. For Eligible Customers with multiple Participating Accounts, their DAB in each Participating Account shall be aggregated to calculate the total Monthly Incremental Deposits to entitle for the Cashback.
12. HLB will track the Eligible Customers' entitlement automatically at the end of the Promotion Period based on the Promotion Criterias met. No registration of participation is required.
13. HLB shall not be liable and responsible for any failure or delay in transmission and/or reflection in the Eligible Customers' RPA on the relevant Debit Card transactions and/or Participating Account on the relevant deposits transactions which may result in the Eligible Customers being omitted from receiving or not entitled to the Cashback for the Promotion.
14. Total Cashback payout is capped at **Ringgit Malaysia Four Thousand only (RM4,000)** under this Promotion and it is limited to **one hundred (100)** Eligible Customers throughout the Promotion Period. Each Eligible Customer is entitled to **Ringgit Malaysia Forty (RM40)** only regardless of the number of Hong Leong Debit Card(s) and/or Participating Account(s) that he/she has with HLB.
15. The Eligible Customers' Hong Leong Debit Cards and RPA as well as Participating Account(s) must remain open, active and valid with a minimum account balance of **Ringgit Malaysia Two Hundred (RM200)** from **1st September 2017** until **31st December 2017** for the purpose of the Cashback crediting, failing which, the Eligible Customers shall be disqualified from receiving the Cashback and the Cashback shall be forfeited.
16. Cashback will be credited into the Eligible Customers' RPA no later than **31st December 2017**. Nevertheless, HLB will not be responsible for any delay in crediting the Cashback.
17. The Eligible Customers shall be notified by HLB on the successful crediting of Cashback either in writing, by phone, by SMS, by posting the Eligible Customers' names and Hong Leong Debit Card numbers (in masked

form) at HLB's Website at www.hlb.com.my ("HLB's Website") or any other methods deemed fit by HLB no later than **31st December 2017**.

18. The Eligible Customers who do not receive such notification from HLB by **31st December 2017** are deemed **NOT** entitled to the Cashback.
19. The Eligible Customers shall be responsible to notify HLB in writing no later than **31st January 2018** for non-receipt of the Cashback, failing which, they shall be deemed to have received and accepted the Cashback from HLB.
20. The Eligible Customers hereby give their consent to and authorize HLB to disclose their names, mobile phone numbers and email addresses to the appointed vendors for the purposes of the Promotion.
21. The SMS and EDM service for this Promotion is provided and supported by M3 Technologies (Asia) Berhad (482772-D) ("M3Tech") and DCatalyst Sendirian Berhad (819292-U) ("DCatalyst") respectively; SMS and EDM vendors officially appointed by HLB.
22. The Eligible Customers also hereby give their consent to and authorize HLB to disclose or publish their names, Hong Leong Debit Card numbers (in masked form) or photos in media, marketing or advertising materials for the purposes of the Promotion.

GENERAL

23. By participating in the Promotion, the Eligible Customers:
 - (i) Have read, understood and agreed to be bound by the T&Cs of the Promotion;
 - (ii) Agree that the T&Cs herein, Hong Leong General Terms and Conditions of Accounts in respect of the Participating Accounts and Hong Leong Debit Card Terms and Conditions that govern the RPA and Debit Card transactions, or any relevant terms and conditions HLB may impose from time to time, are read as an entire agreement and the specific T&Cs herein shall prevail if there is any discrepancy;
 - (iii) Agree that the Cashback is non-transferable to any third (3rd) party and non-exchangeable for up-front credit, cheque or benefit-in-kind;
 - (iv) Agree that HLB's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customers and no further correspondence and/or appeal to dispute HLB's decision shall be entertained; and
 - (v) Agree to access HLB's Website at regular time intervals to view the T&Cs of the Promotion and to ensure to be kept up-to-date on any change or variation to the T&Cs.
24. HLB reserves the right:
 - (i) To add, delete, suspend or vary the T&Cs contained herein, either wholly or in part, including but not limited to substituting the Cashback with other offer or product of similar value at its absolute discretion, by way of posting on HLB's Website, or in any other manner which HLB deems practical;
 - (ii) To disqualify any Eligible Customers for any reason whatsoever as HLB may in its absolute discretion deem fit to participate in the Promotion and/or be entitled to the Cashback; and
 - (iii) Forfeit the Cashback in the event of non-compliance by the Eligible Customers of the T&Cs herein, Hong Leong General Terms and Conditions of Accounts in respect of the Participating Accounts and Hong Leong Debit Card Terms and Conditions.
25. The Eligible Customers 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 participating in the Promotion.
26. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the jurisdiction of the Courts of Malaysia.
27. Words denoting one gender include all other genders and words denoting the singular include the plural and *vice versa*.