

## HONG LEONG DEBIT CARD SPEND FOR CASH RM40 PROMOTION

Last updated on 1<sup>st</sup> September 2017

### PROMOTION PERIOD

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

### TERMS & CONDITIONS ("T&Cs")

#### ELIGIBILITY

1. The Promotion is open to the **selected** Individual customers (excluding Priority Banking and Private Banking customers) who are Hong Leong Debit Cardholders or Mach Debit Cardholders and who have received a Short Messaging Service ("SMS") and Electronic Direct Mail ("EDM") from HLB ("Eligible Cardholders"). For the purpose of this Promotion, a total number of one hundred (100) Eligible Cardholders will be selected by HLB to participate in this Promotion.

It is essentially the duty and/or obligations of the Eligible Cardholders 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 Cardholders for any reasons whatsoever.

Hong Leong Debit Cardholders or Mach Debit Cardholders that 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 Hong Leong Debit Cardholders.

2. The Promotion is **NOT** applicable to Hong Leong Islamic Bank Berhad's ("HLISB") (686191-W) Debit Card-i customers.
3. Hong Leong Debit Cardholders or Mach Debit Cardholders 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 (3<sup>rd</sup>) 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. To participate in this Promotion, the Eligible Cardholders are required to 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 Cards during the Promotion Period ("Promotion Criteria") in order to receive a cashback of **Ringgit Malaysia Forty (RM40)** ("Cashback").
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 Cardholders' Debit Card Retail Purchase Account ("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 Cardholders can only participate in this Promotion with one (1) Hong Leong Debit Card.
8. HLB will track the Eligible Cardholders' entitlement automatically at the end of the Promotion Period based on the Promotion Criteria met. No registration of participation is required.

9. HLB shall not be liable and responsible for any failure or delay in transmission and/or reflection in the Eligible Cardholders' RPA on the relevant Debit Card transactions which may result in the Eligible Cardholders being omitted from receiving or not entitled to the Cashback for the Promotion.
10. 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 Cardholders throughout the Promotion Period. Each Eligible Cardholder is entitled to **Ringgit Malaysia Forty (RM40)** only regardless of the number of Debit Card(s) that he/she has with HLB.
11. The Eligible Cardholders' Hong Leong Debit Cards and their accompanying RPA must remain open, active and valid with a minimum account balance of **Ringgit Malaysia Two Hundred (RM200)** from **1<sup>st</sup> September 2017** until **31<sup>st</sup> December 2017** for the purpose of the Cashback crediting, failing which, the Eligible Cardholders shall be disqualified from receiving the Cashback and the Cashback shall be forfeited.
12. Cashback will be credited into the Eligible Cardholders' RPA no later than **31<sup>st</sup> December 2017**. Nevertheless, HLB will not be responsible for any delay in crediting the Cashback.
13. The Eligible Cardholders shall be notified by HLB on the successful crediting of Cashback either in writing, by phone, by SMS, by posting the Eligible Cardholders' name and Hong Leong Debit Card number (in masked form) at HLB's Website at [www.hlb.com.my](http://www.hlb.com.my) ("HLB's Website") or any other methods deemed fit by HLB no later than **31<sup>st</sup> December 2017**.
14. The Eligible Cardholders who do not receive such notification from HLB by **31<sup>st</sup> December 2017** are deemed **NOT** entitled to the Cashback.
15. The Eligible Cardholders shall be responsible to notify HLB in writing no later than **31<sup>st</sup> January 2018** for non-receipt of the Cashback, failing which, they shall be deemed to have received and accepted the Cashback from HLB.
16. The Eligible Cardholders 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.
17. 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.
18. The Eligible Cardholders 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**

19. By participating in the Promotion, the Eligible Cardholders:
  - (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 and Hong Leong Debit Card Terms and Conditions that govern the RPA and Debit Card transactions respectively, 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 Cardholders 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.
20. 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 Cardholders 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 Cardholders of the T&Cs herein, Hong Leong General Terms and Conditions of Accounts and Hong Leong Debit Card Terms and Conditions.
- 21. The 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 participating in the Promotion.
- 22. The T&Cs herein 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.
- 23. Words denoting one gender include all other genders and words denoting the singular include the plural and *vice versa*.

**Current or Savings Accounts are eligible for protection by Perbadanan Insurans Deposit Malaysia (“PIDM”).**