

## Terms and Conditions Governing the GSC Hong Leong Bank Credit Card ("T&Cs")

By accepting the Co-Branded Card, Cardholder agrees to be bound by the terms and conditions as set out in these T&C, and the Bank's Cardholder Agreement ("**Cardholder Agreement**").

1. A. Definition: In these T&Cs, unless the context otherwise requires or unless expressly stated herein to the contrary, the following expressions shall have the following meaning:-
  - a) "**Bank**" means Hong Leong Bank Berhad;
  - b) "**Cardholder**" means the individual named on the Co-Branded Card, whether Principal or Supplementary Cardholder, unless stated otherwise;
  - c) "**Principal Cardholder**" means a Cardholder who has been issued with a Principal Card;
  - d) "**Principal Card**" means a Co-Branded Card issued to the Cardholder by the Bank as the primary Cardholder;
  - e) "**Supplementary Cardholder**" means the person nominated by the Cardholder as a Supplementary Cardholder in accordance with Clause 22 of the Cardholder Agreement and to whom a Co-Branded Card is issued by the Bank;
  - f) "**Visa**" means Visa International Services Association, an association incorporated in the State of Delaware, United States of America with its registered office at city of Wilmington, State of Delaware, United States of America of which the Bank is a member institution and includes its successors-in-title and assigns;
  - g) "**Mastercard**" means MasterCard Worldwide, a company organised under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America of which the Bank is a member institution;
  - h) "**Co-Branded Card**" means the credit card issued by the Bank with GSC's logo imprinted thereon and/or any other name, logo and/or trademark as may be determined by the Bank from time to time, unless stated otherwise;
  - i) "**GSC**" means Golden Screen Cinemas Sdn Bhd managed and operated under the name of Golden Screen Cinemas;
  - j) "**RM**" means Ringgit Malaysia, the legal currency in Malaysia;
  - k) "**Movie Ticket Offer**" means Ringgit Malaysia Six (RM6) off per adult movie ticket subject to the exclusions set out under Clause 3, Clause 4 and the T&Cs herein;
  - l) "**Movie Ticket Promo Code Offer**" means the privilege awarded to the New-To-Card ("NTC") Principal Cardholder depending on the type of Co-Branded Cards applied by the Cardholder. NTC Principal Cardholder for Gold Co-Branded Card will be entitled to five (5) GSC adult tickets and the NTC Principal Cardholder for Platinum Co-Branded Card will be entitled to ten (10) GSC adult tickets whereby one (1) unique GSC Movie Promo Code will be given to the Principal Cardholder to redeem the tickets;
  - m) "**NTC**" means new Cardholders who do not hold any existing credit card issued by the Bank (including Mach);
  - n) "**Concession Items Offer**" means 30% discount on popcorn bucket, snacks and drinks purchase via GSC website or GSC mobile apps and 10% discount on popcorn bucket, snacks and drinks purchase at GSC cinema counter subject to the exclusions under Clause 18 and the T&Cs herein; and
  - o) "**Dining Privileges**" means up to 20% discount which the Cardholder is entitled to get when dining-in at GSC's food and beverages outlets as determined by GSC and the Bank.

### B. Interpretation

- a) Unless the context otherwise requires, capitalised words and expressions shall have the same meaning as defined in the Cardholder Agreement unless specifically defined in these T&Cs.

- 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.
2. The Co-Branded Card can only be utilized for purchases for personal consumption and cannot be used for business or commercial purchases. The Bank reserves the right to terminate with immediate effect any Co-Branded Card which is deemed by the Bank to have been used for business or commercial purchases.

### **GSC Movie Ticket Offer**

3. The Cardholder shall be eligible to enjoy the GSC Movie Ticket Offer for movie ticket bookings made via GSC's website or GSC mobile app and on Thursday, Friday, Saturday and Sunday only. The Movie Ticket Offer shall be subject to a maximum purchase of EIGHTEEN (18) movie tickets for adults per Co-Branded Card per day.
4. The GSC Movie Ticket Offer is applicable to 2D movie, 3D movie, Twin Seats, Gold Class, Premier Class, Premium Leather, Dolby Atmos, MAXX, D-Box and ScreenX seats all day at all GSC cinemas nationwide including GSC Signature Halls **except** (i) screenings at **all** Aurum Theaters (ii) screenings at GSC Terminal 1, Seremban, (iii) Wednesday screenings, and (iv) special movie screenings.
5. A booking fee of RM0.50 will be charged for each movie ticket purchased via GSC's website or GSC mobile app.
6. GSC Movie Ticket Offer is not applicable to movie tickets for Wednesday screenings or any discounted movie tickets.

### **GSC Movie Ticket Promo Code Offer**

7. The NTC Principal Cardholders shall be entitled to the GSC Movie Ticket Promo Code Offer by using one (1) unique GSC Movie Promo Code which is valid for six (6) months from the Card activation date ("**Validity Period**").
8. For the avoidance of doubt, each transaction performed by the NTC Principal Cardholders shall only be entitled to redeem one (1) adult ticket only by using the unique GSC Movie Promo Code. Multiple transactions must therefore be performed by using the same unique GSC Movie Promo Code to redeem normal 2D adult movie tickets, subject to a maximum of three (3) transactions per Co-Branded Card per day.
9. The GSC Movie Promo Code must be redeemed with the approved Co-Branded Card via GSC's website or GSC mobile app only.
10. The GSC Movie Promo Code will be delivered to the Principal Cardholders via Short Message Service ("**SMS**") to the mobile phone number registered with the Bank after the Co-Branded Card has been activated by the Principal Cardholders, subject to the SMS traffic at the respective telecommunication service providers' ("**Telcos**") network.
11. The Bank is not responsible for nor does the Bank has any control whatsoever on any SMS traffic congestion, network failure and/or interruptions and/or congestion on the part of the respective Telcos or for any other reason whatsoever during the process of sending the GSC Movie Promo Code to the registered mobile phone number.

12. For the avoidance of doubt, it is the duty or obligation of the NTC Principal Cardholders to provide their latest and accurate mobile phone numbers to the Bank. The Bank shall not be held responsible or liable in the event the Bank is unable to send or deliver the GSC Movie Promo Code to the NTC Principal Cardholders due to the inaccurate or outdated mobile phone number provided by the NTC Principal Cardholders, or the SMS is unable to be sent or delivered due to the Telco's network interruptions.
13. The NTC Principal Cardholders who do not receive the GSC Movie Promo Code within six (6) months from the Card activation date shall contact the Bank by calling the Bank's Contact Centre at 03-7626 8899, otherwise he/she will be deemed to have received the GSC Movie Promo Code accordingly and any claim for the reimbursement of the GSC Movie Promo Code after six (6) months from the Card activation date shall not be entertained by the Bank.
14. The Bank shall not be responsible for any unclaimed or unutilized GSC Movie Promo Code after the Validity Period.
15. The Cardholder will be able to check the number of movie tickets available for redemption by:
  - a) Contacting the Bank's Call Centre at 03-7626 8899; -or
  - b) Checking via GSC's website/GSC mobile app.
16. The GSC Movie Promo Code shall immediately be void or forfeited upon the occurrence of any of the following events, and no refund, extension or compensation whatsoever will be given by the Bank:
  - a) cancellation of the Co-Branded Card for any reason whatsoever;
  - b) the Co-Branded Card account becomes delinquent;
  - c) the GSC Movie Ticket Promo Code Offer is terminated for any reason whatsoever;
  - d) fraudulent or unauthorised use of the Co-Branded Card, as determined by the Bank; and
  - e) the expiry of the GSC Movie Promo Code Validity Period.
17. The Bank shall not be responsible for any unauthorized redemption of the movie tickets by using the unique GSC Movie Promo Code.

#### **Concession Items Offer**

18. The Cardholders shall be eligible to enjoy Concession Items Offer by making payment with the Co-Branded Card only. The Concession Items Offer is not applicable at all Aurum Theatres

#### **Dining Privileges**

19. Co-Branded Cardholders shall be eligible to enjoy the Dining Privileges by using the Co-Branded Card.
20. Dining Privileges are not applicable for promotional item and catering and is applicable for dine in only at selected GSC food and beverage outlets i.e. Glitters Café, Paradiso, Café Caro & Dessert Bar, etc.
21. The GSC Movie Ticket Offer, GSC Movie Ticket Promo Code Offer, Concession Items Offer and Dining Privileges are not for sale and it is not transferable to any third party and not exchangeable for cash, credit or kind, in part or in full.
22. The Bank reserves the right to deduct or cancel the GSC Movie Ticket Offer, GSC Movie Ticket Promo Code Offer, Concession Items Offer and/or Dining Privileges by giving prior notice to the Cardholders.

23. The Bank's decision on all matters relating to the Co-Branded Card shall be final and binding on all Cardholders, and no appeal shall be entertained by the Bank.
24. The Cardholder Agreement shall, whether repeated herein or not, be deemed incorporated in these T&Cs. In the event of any conflict or discrepancy between the Cardholder Agreement and the terms and conditions set out herein, the terms and conditions set out herein shall prevail.
25. The Bank shall have the right to:
  - a) vary, delete or add to the benefits or rewards of the Co-Branded Card as stipulated in this T&Cs from time to time by giving prior notice, including but not limited to GSC Movie Ticket Offer, GSC Movie Ticket Promo Code Offer, Concession Items Offer and/or Dining Privileges; or
  - b) vary, delete or add to any of these T&Cs from time to time by giving prior notice; or
  - c) vary, cancel, suspend or terminate the Co-Branded Card features and benefits from time to time by giving prior notice;and any such variation, deletion, addition, cancellation, suspension or termination by the Bank may be made by placing a general notice in any issue of a daily national newspaper or by posting a general notice in any Bank's branch or its website or by incorporating the notice into the Bank's billing statement to be issued to the Cardholders periodically, or such other manner as deemed suitable by the Bank. Such notice shall take effect from the date set out in the notice and if no date is stated, will take effect from the date of the notice.
26. The Bank shall not be held liable for any claim or compensation for any and all losses and damages suffered or incurred by the Cardholder as a direct or indirect result of any such variation, deletion, addition, cancellation, suspension or termination by the Bank. The Cardholders agree that their continued usage of the Co-Branded Card shall constitute their agreement to such variation, deletion, addition, cancellation, suspension and/or termination.
27. To the fullest extent permitted by law, in no event will the Bank or any of its officers, servants, employees, representatives and/or agents be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Co-Branded Card even if the Bank has been advised of the possibility of such losses or damages in advance, and all such losses and damages are expressly excluded.
28. The Bank shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failures or any event beyond the reasonable control of the Bank.
29. To the fullest extent permitted by law, the Bank gives no representation or warranty with respect to GSC Movie Ticket Offer, GSC Movie Ticket Promo Code Offer, Concession Items Offers and Dining Privileges provided under the Co-Branded Card.
30. The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.