📖 ≽ HongLeong Bank 🎉 HongLeong Islamic Bank 💷

# **TRADE 2 WIN CAMPAIGN**

#### **TERMS AND CONDITIONS**

#### **Definitions:**

*"Bank"* means Hong Leong Bank Berhad ("**HLBB**") and/or Hong Leong Islamic Bank Berhad ("**HLISB**").

**"Customers"** means the customers of the Bank (in particular, companies including private and public listed companies incorporated in Malaysia / partnerships /sole proprietorships with approved trade finance facility(ies) with the Bank) who are eligible to participate in the Campaign. Customers are not required to register for the Campaign.

A Customer whose account is classified as Impaired Loan (NPL) / Impaired Financing (NPF) or a Customer with any past due bills (PDB) during the Campaign Period shall not be eligible to participate in the Campaign.

*"Campaign"* means the Bank's *"Trade Campaign FY17/18 – "Trade 2 Win"* and includes any variations or amendments to the same as may be made by the Bank from time to time.

"Campaign Period" means 2 October 2017 to 30 March 2018 (both dates inclusive) unless otherwise notified.

#### "Eligible Trade Products" means

- 1) All Letter(s) of Credit ("LC") and Letter(s) of Credit-i ("LC-i") (both Conventional and Islamic facilities)
- 2) All Trade Financing Products which include:
  - (a) All Banker's Acceptance ("**BA**") and Accepted Bills-i ("**AB-i**") (both Conventional and Islamic facilities)
  - (b) All Invoice Financing ("**IVF**") and Invoice Financing-i ("**IVF-i**") (both Conventional and Islamic facilities)
  - (c) All Trust Receipt ("**TR**") and Trust Receipt-i ("**TR-i**") (both Conventional and Islamic facilities)
  - (d) All Onshore Foreign Currency Loan ("**OFCL**") (Conventional facilities only)
  - (e) All Domestic Bill of Exchange Purchased ("**DBEP**") and/or Domestic Bill of Exchange Purchased (Authority to Purchase) ["**DBEP(AP)**"] (Conventional facilities only)
  - (f) All Foreign Bill of Exchange Purchased ("**FBEP**") and/or Foreign Bill of Exchange Purchased (Authority to Purchase) ["**FBEP(AP)**"] (Conventional facilities only)
  - (g) All Advance Against Trade Pre-Shipment ("**AAT-Pre**") and/or Advance Against Trade Post-Shipment ("**AAT-Post**") (Conventional facilities only)
  - (h) All Export Credit Refinancing Pre-Shipment ("**ECR-Pre**") and/or Export Credit Refinancing Post-Shipment ("**ECR-Post**") (Conventional facilities only)

**"Cash Voucher"** refers to each and every cash voucher denominated in Ringgit Malaysia as set out in Table 1 & Table 2 below issued by the Participating Merchant(s) and delivered by the Bank as a prize under this Campaign.



"*Participating Merchant(s)*" is an individual, firm or company engaged in the business of selling and providing goods and/or services and whose cash vouchers are given out as prizes under this Campaign.

"RM" means "Ringgit Malaysia".



# (A) Campaign Mechanism

In order to participate in this Campaign, Customers are required to perform and fulfill the following respective criteria:-

- (1) Letter of Credit (LC) and/or Letter of Credit-i (LC-i):
  - (a) Minimum increase of 10% in average monthly LC or LC-i transaction value in Ringgit Malaysia (or its equivalent as advised by the Bank if transaction(s) are in foreign currency) compared to the previous corresponding period from October 2016 to March 2017; and
  - (b) Average monthly LC and/or LC-i transaction value in Ringgit Malaysia (or its equivalent as advised by the Bank if transaction(s) are in foreign currency) for LC and/or LC-i transactions during the Campaign Period for entitlement to the Cash Vouchers on a tiered basis as set out below (Table 1), (i.e. the higher the value of LC and/or LC-i issued by the Bank, the higher the reward).

For this purpose, LC/LC-i application is limited to issuance only and excludes any amendment application.

#### Table 1

Tier	Average Monthly Transaction Value in RM* During Campaign Period	Cash Voucher (RM)
1	RM 500k to < RM 1.0mil	200
2	RM 1.0mil to < RM 2.5mil	350
3	RM 2.5mil to < RM 4.0mil	500
4	RM 4.0mil to < RM 5.0mil	750
5	=> RM 5.0mil	1,500

\*or its equivalent if in foreign currency

For the avoidance of doubt, the Cash Voucher in Table 1 above is capped up to a maximum cash value of **RM1,500.00 only**.

# OR

#### (2) <u>Trade Financing Products</u>

- (a) Minimum 10% net incremental in total Trade Financing Products (total application for draw down minus total settlement) in Ringgit Malaysia transaction value (or its equivalent as advised by the Bank if transaction(s) are in foreign currency) compared to previous corresponding period (based on average monthly transaction value from October 2016 to March 2017); and
- (b) Average net (total application for draw down minus total settlement) transaction value in Ringgit Malaysia (or its equivalent as advised by the Bank if transaction(s) are in foreign currency) for total Trade Financing Products during the Campaign Period for entitlement to the Cash Vouchers on a tiered basis as set out below (Table 2) (i.e. the higher the value of Trade Financing transaction submitted and financed by the Bank, the higher the reward).



Table 2

Tier	Average Net Transaction Value in RM* During Campaign Period	Cash Voucher (RM)
1	RM 500k to < RM 1.0mil	200
2	RM 1.0mil to < RM 1.5mil	300
3	RM 1.5mil to < RM 3.0mil	500
4	=> RM 3.0mil	1,000

\*or its equivalent if in foreign currency

For the avoidance of doubt, the Cash Voucher in Table 2 above is capped up to a maximum cash value of **RM1,000.00 only**.

#### Grand Prize

Notwithstanding the above, Customers who are entitled to the Cash Voucher ("Winners") may also stand a chance to win the following Grand Prize:-

(i) Letter of Credit (LC) and/or Letter of Credit-i (LC-i):

The Winner from each Business Segment [i.e. Corporate & Structured Finance (CSF), Commercial & SME Banking (CSME) and Group SME Banking (GSME)] in HLBB/HLISB with the highest total transaction value for LC or LC-i (subject to minimum total of RM30million throughout the six (6) months' Campaign Period) will each win an additional **Grand Prize of RM2,500.00 CASH VOUCHER**.

(ii) Trade Financing Products

The Winner from each Business Segment [i.e. Corporate & Structured Finance (CSF), Commercial & SME Banking (CSME) and Group SME Banking (GSME)] in HLBB/HLISB with the highest total transaction value of Trade Financing Products (subject to minimum total of RM30million throughout the six (6) months' Campaign Period) will each win an additional **Grand Prize of RM2,500.00 CASH VOUCHER**.

# (B) Collection of Reward

- 1. After the expiry of the Campaign Period, the Bank will notify the Winners of the total RM value of Cash Voucher and/or the Grand Prize won (if any) and the Winners shall expeditiously notify the Bank (in writing or such other mode determined by the Bank) of its desired selection of the denomination(s) of the Cash Voucher(s) and/or the Grand Prize of the various Participating Merchant(s). Thereafter, the Cash Voucher and/or the Grand Prize shall be made available for collection or delivery to the Winners at their latest corresponding addresses in the Bank's records not later than two (2) months after the end of the Campaign Period unless the Bank is unable to do so due to unforeseen circumstances or reasons beyond its control or due to multiple selections or other reasons in which, the Winners may not receive the Cash Vouchers and/or the Grand Prize selected.
- 2. The Bank may notify the Winners at any stage during or after the Campaign if it is unable to process or make available the Cash Voucher and/or the Grand Prize. The Bank reserves the right to replace the Cash Voucher and/or the Grand Prize with a substitute prize of equal value at its sole discretion during or after the Campaign.



- All Cash Voucher and/or Grand Prize that remain uncollected by Winners by <u>30 June</u> <u>2018</u> (i.e. three (3) months after expiry of the Campaign Period) shall be considered cancelled and forfeited and the Winners shall not be entitled to any replacement prize(s)/ gift(s) or reimbursement in cash.
- 4. All costs and expenses incurred for collection of or delivery of (pursuant to Winner's instructions) the Cash Voucher and/or the Grand Prize shall be solely borne by the Winner and the amount of costs and expenses as notified by the Bank shall be final and conclusive.

# (C) Utilization of Reward

- 1. The available denominations of the Cash Voucher and/or the Grand Prize of the various Participating Merchant(s) shall be determined by the Bank at its sole discretion.
- 2. Utilization of the Cash Voucher and/or the Grand Prize shall be subject to the terms and conditions and validity period stated therein. Any Cash Voucher and/or Grand Prize that is not redeemed or used (either fully or partially) within the said validity period will be void and no replacement, substitution or refund of cash will be given by the Bank or the Participating Merchant(s) to Winners.
- 3. Any disputes regarding the utilization of the Cash Vouchers and/or the Grand Prize, shall be settled between the Winners and the relevant Participating Merchant who issued the relevant Cash Voucher and/or the Grand Prize, without recourse to the Bank.
- 4. In the case where the Cash Voucher and/or the Grand Prize states a specific amount (in Ringgit Malaysia) and such Cash Voucher and/or the Grand Prize is used for a value less than the amount stipulated, the difference cannot be converted to cash or be refunded. Conversely, if any Cash Voucher and/or Grand Prize are used for a value more than the amount mentioned, the difference will have to be settled by the Winner with the relevant Participating Merchant.
- 5. The Bank is not liable to replace the Cash Voucher and/or the Grand Prize collected by the Winners in the event of loss, theft, damage or expiry of the same after collection by the Winners or delivery to the Winners.
- 6. The Cash Voucher including the Grand Prize available for this Campaign shall be subject to a total rewards limit of RM134,500.00 only for all Eligible Trade Products.

# (D) General Conditions

- 1. This Campaign runs from 2 October 2017 to 30 March 2018 (both dates inclusive).
- 2. To participate in the Campaign, Customers must transact any of the Eligible Trade Products with the Bank during the Campaign Period in accordance with the Campaign Mechanism set out above.
- 3. Notwithstanding the above, if any of the events or situations below apply to a Customer before or during the Campaign Period, the Customer will be ineligible to participate in the Campaign or disqualified from the Campaign:



- (a) Customer's trade facility(ies) has been classified as Impaired Loan (NPL) / Impaired Financing (NPF);
- (b) Customer whose borrowing/credit and/or financing facility(ies) with the Bank (including but not limited to overdraft/cashline, revolving credit, hire purchase, term loan/financing and/or any trade facility(ies)) has become overdue or overdrawn or any payment due is not repaid/paid on stipulated maturity/due date(s).
- (c) Customer who has committed or is suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities and accounts granted by the Bank or has been declared wound-up or is subject to any winding-up proceedings at any time prior to or during the Campaign Period.
- 4. By participating in the Campaign, the Customers irrevocably and unconditionally undertake/agree as follows:
  - (a) To be bound by the Terms and Conditions of this Campaign, including any amendments as may be made by the Bank from time to time.
  - (b) To indemnify and save the Bank harmless from any action, claim, loss, damage and liability whatsoever that may arise or be suffered or incurred by the Bank as a result of the Customers' participations in the Campaign.
  - (c) To co-operate and provide information as and when requested by the Bank for the purposes of the Campaign.
  - (d) The Bank reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part, or to vary, delete or add any of the terms and conditions herein at any time at its absolute discretion with Twenty One (21) days prior notice via our corporate website at (<u>www.hlb.com.my</u> or <u>www.hlisb.com.my</u>) or any other channel or channels that the Bank may deem as suitable.
  - (e) The Customers shall not be entitled to claim for any compensation against the Bank for any and all losses, damages, actions, claims, costs and expenses suffered or incurred by the Customers whether as a direct or indirect result of the act of amendments, cancellation, termination or suspension of the Campaign.
  - (f) The Bank's decision and records on all matters relating to the Campaign shall be final and conclusive.
  - (g) The Bank has the right to amend and change transaction records in respect of the Eligible Trade Products for purposes of correcting any errors or inaccuracies in the said records.
  - (h) The Bank is not obliged to reply to any of the Customers' requests for information or data related to the Campaign.
  - (i) The Bank reserves the right to exclude any Customers from participating in the Campaign at any time without giving any prior notice or assigning any reason whatsoever, whether such Customers fulfill the eligibility criteria or not.



- 5. For more information about the Average Monthly Transaction Value and/or the Average Net Transaction Value of the Customers from October 2016 March 2017 (the previous corresponding period), the Customers may contact the Trade Sales personnel of the Bank.
- 6. The Terms and Conditions in this Campaign shall be governed by and construed in accordance with the laws of Malaysia and the Customers agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.