

## HONG LEONG BANK EXCLUSIVE ACTIVATION & SPEND CAMPAIGN (BY INVITATION ONLY)

### Campaign Period

The Hong Leong Bank Berhad's (193401000023 (97141-X)) ("HLB") "Hong Leong Bank Exclusive Activation & Spend Campaign" ("Campaign") commences on **17 September 2020** at 00:00:00 hours (12:00 a.m.) and ends on **31 December 2020** at 23:59:59 hours (11:59 p.m.), inclusive of both dates ("Campaign Period"), unless specified herein or notified otherwise.

### Terms & Conditions

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

### ELIGIBILITY

1. This Campaign is open for participation by all selected existing HLB cardholders who have fulfilled all of the criteria below prior to the Campaign Period ("**Eligible Cardholders**"):
  - (a) Opened a Fixed Deposit (FD) Pledge account between 1 July 2020 to 31 August 2020;
  - (b) Applied and issued with a minimum of one (1) HLB credit card between 1 July 2020 to 31 August 2020 ("**Eligible Card**"); and
  - (c) Received Campaign invitation via Electronic Direct Mailer ("**EDM**") and/or Short Message Service ("**SMS**").
2. The following Eligible Cardholders are **NOT eligible** to participate in the Campaign:
  - (a) Eligible Cardholders who have committed or suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by HLB or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to or during the Campaign Period; or
  - (b) Eligible Cardholders whose Eligible Card account(s) are delinquent before the end of the Campaign Period.

### Campaign Mechanics

3. **Activation Offer: RM50 Cashback**
  - (a) The Eligible Cardholders who have activated and performed a minimum of one (1) Retail Spend (as defined under Clause 5 below) of any amount using the Eligible Card by **31 October 2020** will be entitled to receive Ringgit Malaysia Fifty (RM50) cashback ("**RM50 Cashback**") per Eligible Cardholder during the Campaign Period.
  - (b) The allocation of the RM50 Cashback is capped up to a maximum of eight hundred (800) Eligible Cardholders on a first-come, first-served basis throughout the Campaign Period.
  - (c) In the event the Eligible Cardholders have fulfilled the conditions as stated in Clause 3 (a) above, the RM50 Cashback shall be credited to the Eligible Cardholder's account by **31 January 2021** ("**Notification Date**"). The Eligible Cardholders will be notified by HLB by way of posting the list of Eligible Cardholders (Principal Cardholders names and/or masked Eligible Card numbers) on HLB's Website at [www.hlb.com.my/fdact](http://www.hlb.com.my/fdact) ("**HLB Website**") no later than the Notification Date.
  - (d) In the event of non-receipt of the RM50 Cashback, the Eligible Cardholders shall notify HLB by 28 February 2021, failing which the Eligible Cardholders are deemed to have received the RM50 Cashback.
  - (e) HLB does not have any obligation to inform the Eligible Cardholders in the event the allocation of RM50 Cashback has reached the maximum eight hundred (800) Eligible

- (f) Cardholders throughout the Campaign Period during or before the conclusion of the Campaign Period.

4. **Spend Offer: Luggage Bag**

- (a) The Eligible Cardholders, who have performed a minimum cumulative Retail Spend (as defined under Clause 5 below) of Ringgit Malaysia Two Hundred (RM200) using the Eligible Card by 31 December 2020 will be entitled to one (1) unit of Luggage Bag (“Gift”) per Eligible Cardholder during the Campaign Period.
- (b) In the event the Eligible Cardholders have fulfilled the condition as stated in Clause 4(a) above, the Eligible Cardholders will be notified by HLB by way of posting the list of Eligible Cardholders (Principal Cardholders names and/or masked Eligible Card numbers) on HLB’s Website no later than **31 January 2021** (“Notification Date”).
- (c) The allocation of the Gift is capped at eight hundred (800) units throughout Campaign Period on a first-come, first-served basis.
- (d) HLB does not have any obligation to inform the Eligible Cardholders in the event the Gift has reached the maximum allocation of eight hundred (800) units throughout the Campaign Period during or before the conclusion of the Campaign Period.
- (e) The fulfilment of the Gift will be managed by PCM Perfect Marketing Sdn Bhd a service provider appointed by HLB) to the Eligible Cardholders’ address based on the latest information reflected in HLB’s record. The Gift will be delivered by **28 February 2021** (“Delivery Date”).
- (f) It is the obligation of the Eligible Cardholders to provide their latest, valid, accurate telephone numbers and mailing addresses to HLB and HLB shall not be responsible in the event the Eligible Cardholders do not receive the Gift due incorrect or wrong mailing addresses provided to HLB.
- (g) In the event the Eligible Cardholders who have received the notification under Clause 4(b) above but do not receive the Gift by the Delivery Date, the Eligible Cardholders shall notify HLB in writing by **31 March 2021**, failing which, the Eligible Cardholders shall be deemed to have received the Gift.
- (h) HLB gives no representation nor warranty with respect to the quality or suitability of the Gift to the Eligible Cardholders and HLB shall not be responsible to replace any lost, stolen, damaged or defective Gift (whether due to defects in materials or workmanship by the manufacturer under warranty or otherwise). Eligible Cardholders shall, at their own costs and expense, deal directly with the manufacturer(s) or supplier(s) for any complaint, dispute or claim in relation to the Gift without recourse to HLB.

5. Retail Spend refers to any retail and online purchases (including standing instructions and 0% Interest Easy Payment Plan (“EPP”)) transacted locally and/or overseas (including spend transacted in Ringgit Malaysia (“RM”) and/or other currencies) which have been successfully charged to the Eligible Card. Retail purchases made in currencies other than RM will be converted to and computed in RM based on the conversion rate determined by HLB at the time of transaction.

6. Retail Spend **excludes** the following:

- (a) cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, cash advance, etc);

- (b) portfolio products such as Balance Transfer (“**BT**”), Call-For-Cash Plus (“**CFC Plus**”), Call-For-Cash (“**CFC**”) and Flexi Payment Plan (“**FPP**”);
- (c) JomPAY and government related transactions;
- (d) refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
- (e) any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and government service tax, imposed by HLB.

### **GENERAL TERMS & CONDITIONS**

#### 7. By participating in this Campaign, the Eligible Cardholders:

- (i) agree that they have read, understood and agree to be bound by the T&Cs herein, the General Terms and Conditions of the Cardholder Agreement available at HLB’s Website;
- (ii) agree that all records of transactions date within or outside of Malaysia captured by the HLB’s system within this Campaign are accurate and final;
- (iii) agree that HLB’s decision on all matters relating to this Campaign shall be final, conclusive and binding on all the Eligible Cardholders;
- (iv) agree that the RM50 Cashback and/or Gift are non-transferable to any third party and non-exchangeable for cash or other kinds;
- (v) agree to access HLB’s Website at regular intervals to view the T&Cs of this Campaign, to ensure they keep up-to-date with any changes or variations to the T&Cs and to follow up with HLB if they have been enlisted for the entitlement of the RM50 Cashback and/or Gift;
- (vi) consent for HLB to disclose or publish their names, ID numbers (in masked form), Eligible Card numbers (in masked form) and/or photo(s) on HLB’s Website;
- (vii) authorise HLB to disclose their personal data i.e. contact numbers to M3 Technologies (Asia) Berhad (482772-D) and/or PCM Perfect Marketing Sdn Bhd (821135-X) as HLB deems fit for the purpose of this Campaign; and
- (viii) agree to ensure that the Eligible Card is valid, active, in good standing and not be in breach of any of the T&Cs of this Campaign, and/or General Terms and Conditions of the Cardholder Agreement throughout the Campaign Period and at the point of the RM50 Cashback and/or Gift are rewarded. For the avoidance of doubt, the RM50 Cashback will be credited to the Eligible Card with the most active in number of transaction counts as the primary fulfilment account if the Eligible Cardholders have more than one (1) Eligible Card.

#### 8. HLB reserves the right to:

- (i) forfeit and/or claw back the RM50 Cashback and/or Gift in the circumstance where there is reversal of Retail Spend or termination of the Eligible Card during the Campaign Period and/or at the point of awarding the RM50 Cashback and/or Gift or non-compliance to the T&Cs herein;
- (ii) replace and substitute the RM50 Cashback and/or Gift herein with an alternative gift of similar value by way of posting on HLB’s Website or in any other manner which HLB deems practical with a prior notice to the Eligible Cardholders;

- (iii) add, delete or amend the T&Cs herein, wholly or in part, or terminate this Campaign by way of posting on HLB's Website, or in any other methods which HLB deems practical, in order to give prior notice to the Eligible Cardholders on such addition, deletion or amendment of the T&Cs or termination of this Campaign.
  - (iv) decline the eligibility of the Eligibility Cardholder from receiving the RM50 Cashback and/or Gift who has performed a Retail Spend not in accordance with the T&Cs, in a manner or pattern which HLB deems to be abnormal, irregular and/or is indicative of an attempt to obtain an unfair advantage over other Eligible Cardholders with normal/regular spending patterns and HLB's decision in this matter shall be final and conclusive on all Eligible Cardholders.
9. HLB shall not be liable and responsible for any failure or delay in the submission and/or processing of the Eligible Card application and/or the sales transactions by Visa International Incorporated, MasterCard Worldwide, Merchant establishments, postal service providers or any party in which may result in the Eligible Cardholders being omitted from this Campaign.
  10. In addition to the terms stipulated above, Eligible Cardholders agree that the General Terms and Conditions of the Cardholder Agreement shall be read together with the T&Cs herein as an entire agreement. Any discrepancies between these T&Cs and the General Terms and Conditions of the Cardholder Agreement, the specific T&Cs herein shall prevail to the extent of such discrepancies.
  11. In the event of any discrepancies between these T&Cs as compared to the advertising, promotional, publicity and other materials relating to or in connection with this Campaign, the final terms and conditions on HLB's Website shall prevail.
  12. 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.
  13. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.