# SPEND & BE REWARDED CAMPAIGN TERMS AND CONDITIONS

## CAMPAIGN PERIOD

Hong Leong Bank Berhad's (193401000023 (97141-X)) ("HLB") "Spend & Be Rewarded Campaign" ("Campaign") commences on 5 November 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"):

# CAMPAIGN ELIGIBILITY

- 1. The Campaign is open to all new and existing cardholders ("**Cardholders**") of any HLB credit cards ("**Cards**") to participate in this Campaign. New Cardholders refer to those who do not hold any of the Cards prior to the Campaign Period.
- 2. Cardholders shall **exclude** the following persons:
  - (a) The Cardholders whose Cards are NOT issued in Malaysia;
  - (b) Cardholders whose Card(s)' account(s) are NOT in good standing, inactive, or who are in breach of any terms and conditions of HLB Credit Card account(s) at any time during the Campaign Period;
  - (c) The Cardholders whose Cards are invalid or cancelled at any time during the Campaign Period; and/or
  - (d) The Cardholders who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period.

# **CAMPAIGN MECHANICS & PARTICIPATION CRITERIA**

 Cardholders shall be entitled to the following Cashback for every Minimum Spend performed under each Spend Category during Campaign Period ("Qualifying Spend") as set out in Table 1 below, subject to the fulfilment of the terms and conditions herein. Table 1

Spend Category	Minimum Spend	Cashback	
Grocery Spend under Merchant Category Code (MCC): 5411			
Petrol Spend under Merchant Category Code (MCC): 5541 & 5542	Accumulative spend of RM2,000 in one	RM100 Cashback	
Dining Spend under Merchant Category Code (MCC): 5811, 5812 & 5814	month		
Online Transaction/ Ecommerce*			

\* Notwithstanding the above and for the avoidance of doubt, the Qualifying Spend for <u>Online</u> <u>Transaction/Ecommerce</u> whether in a single or multiple receipts is capped at a maximum spend limit of RM1,000 only for the purpose of this Campaign.

- 4. For the purpose of Clause 3 above, "Qualifying Spend" includes the following:
  - (a) Spending online for Grocery, Petrol and Dining will be accepted as their respective MCC and will **NOT** be categorised under an online transaction;
  - (b) eWallet top up for online transaction;



- (c) Spending transacted locally and internationally. Qualifying Spend made in currencies other than Ringgit Malaysia ("RM") will be converted to and computed in RM based on the conversion rate determined by the Bank at the time of transaction;
- 5. For the avoidance of doubt, "Qualifying Spend" shall **EXCLUDE** the following:
  - (a) Any retail spend by recurring payment or auto-billing;
  - (b) Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
  - (c) 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 the Bank; and/or
  - (d) BIGPay top ups
- 6. For example, if an Eligible Cardholder performs a Qualifying Spend during the Campaign Period as prescribed above, then he/she will receive a total Cashback of Ringgit Malaysia One Hundred (RM100) as illustrated in Table 2 below.

#### Table 2

Spend Category	Qualifying Spend Amount
Online Transaction	RM1,500**
Grocery in store	RM500
Petrol	RM200
Dining	RM300
Cumulative Qualifying Spend Amount	RM2,000

\*\* The accumulative Qualifying Spend for Online Transaction is capped up to a maximum amount of RM1,000 only regardless of any amount exceeding RM1,000.

7. For example, if an Eligible Cardholder performs a Qualifying Spend during the Campaign Period as prescribed above, then he/she will receive a total Cashback of Ringgit Malaysia One Hundred (RM100) as illustrated in Table 3 below.

Table 3		
Spend Category	Type of Card	Qualifying Spend Amount
Online Transaction	AirAsia Platinum	RM800
Grocery in store	Wise	RM500
Petrol	Wise	RM200
Dining	Essential	RM500
Cumulative Qualifying Spend Amount		RM2,000

8. For the avoidance of doubt, the Qualifying Spend made by Supplementary Credit Cardholder(s) under the same Principal Credit Cardholder's account(s) will also be included in the computation of the Principal Credit Cardholder's eligibility for the Cashback.

## **CAMPAIGN FULFILMENT**

- 9. Cardholders who have fulfilled the Qualifying Spend will be eligible to receive Ringgit Malaysia One Hundred (RM100) Cashback (**"Eligible Cardholders"**).
- 10. Each Eligible Cardholder is entitled to receive up to a maximum of Ringgit Malaysia Two Hundred (RM200) Cashback throughout the Campaign Period on a first-come, first-served basis.
- 11. The total Cashback pool allocation is capped at Ringgit Malaysia Three Hundred Thousand (RM300,000) with a monthly capping throughout the Campaign Period as illustrated in Table 4



below. HLB has no obligation to inform the Eligible Cardholders should the Cashback pool allocation reach its limit.

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Cashback Month	Campaign Month (during the Campaign Period)	Total Monthly Capping
Month 1	5 November – 30 November 2020	RM 150,000
Month 2	1 December – 31 December 2020	RM 150,000
Total Capping Amount		RM 300,000

- 12. The Cashback shall be credited into the Eligible Cardholder's principal credit card account within eight (8) weeks from the last date of each Campaign Month ("**Payment Date**"). Eligible Cardholders will be able to view the credited Cashback in their credit card accounts after the Payment Date. Eligible Cardholders who do not receive the Cashback after the Payment Date are deemed not qualified or entitled for the Cashback.
- 13. The Cashback will be credited based on transaction date (Malaysian Date) captured in HLB's record on first-come, first-served basis. In the event there are multiple Eligible Cardholders that transact at the same date, the Cashback will be awarded to the Eligible Cardholders with the highest Qualifying Spend amount captured in HLB's system. In the event there are multiple Eligible Cardholders with the highest Qualifying Spend amount, the Cashback will be awarded to the Eligible Cardholder with the highest total combined Cards spend amount captured in HLB's system. The Qualifying Spend must be posted at the time of crediting the Cashback and those Qualifying Spend posted after the crediting will not be entitled for Cashback.
- 14. The Cashback will be credited into the Eligible Cardholder's credit cards account which has the highest spend amount.
- 15. The assignment of the Merchant Code Category description ("**MCC**") for the merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC. Any spend will not be qualified in the event of incorrect assignment of MCC by the acquiring bank.
- 16. At the time of rewarding the Cashback, the Card accounts of the Eligible Cardholders must be valid/active, in good standing and must not be in breach of any of the T&Cs of the Campaign and/or HLB Cardholder Agreement up to the Campaign Period and up to the point the Cashback are credited, failing which the Eligible Cardholders will be disqualified automatically.

## **GENERAL**

17. By participating in this Campaign, the Eligible Cardholders:

- (a) agree that they have read, understood and agree to be bound by the T&Cs herein and HLB's General Terms and Conditions of the Cardholder Agreement available at HLB's Website at www.hlb.com.my;
- (b) agree that all records of transactions captured by HLB's system for the purpose of this Campaign are accurate and final;
- (c) agree that HLB's decision on all matters relating to this Campaign shall be final, conclusive and binding on all the Eligible Cardholders;
- (d) agree that any reversal of transactions shall be excluded from the Qualifying Spend;
- (e) agree that the Cashback is non-transferable to any third party and non-exchangeable for cash or in kind;

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- (f) agree to access HLB's Website at regular intervals to view the T&Cs of this Campaign to ensure that they keep up-to-date with any changes or variations to the T&Cs; and
- (g) authorise HLB to disclose their personal data i.e. contact numbers and/or email address to authorised 3<sup>rd</sup> party vendor, Infobip Asia Pacific Sdn Bhd (898379-U) and/or DCATALYST Sdn Bhd (819292-U) as HLB deems fit for the purpose of sending SMS and/or email for the purpose of this Campaign.

18. HLB reserves the right to:

- (a) disqualify any Eligible Cardholders who have performed the Qualifying Spend 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;
- (b) forfeit and/or claw back the Cashback where there is reversal of Qualifying Spend, as applicable, or termination of the Cards during the Campaign Period and/or at the point of awarding the Cashback or non-compliance to the T&Cs herein; and
- (c) add, delete or amend the T&Cs herein, wholly or in part, or to terminate this Campaign, by way of posting on HLB's Website or in any other methods which HLB deems practical, in order to give a prior notice to the Eligible Cardholders.
- 19. HLB shall not be liable and responsible for any failure or delay in the submission and/or processing of the sales transactions by Visa International Incorporated, MasterCard Worldwide, Merchant establishments, or any party in which may result in the Eligible Cardholders being omitted from this Campaign.
- 20. 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 exclusive jurisdiction of the Courts of Malaysia.
- 21. In addition to the terms stipulated above, Eligible Cardholders agree that the HLB's 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 HLB General Terms and Conditions of the Cardholder Agreement, the specific terms in this T&Cs shall prevail to the extent of such discrepancies.
- 22. 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 the HLB's Website shall prevail.