

## CAMPAIGN PERIOD

Updated 20 April 2020

The Hong Leong Bank Berhad's ("HLB") "Don't Buy. Just Apply to Fly Campaign" ("Campaign") shall commence on 18 November 2019 at 00:00:00 hours (12:00 a.m.) and end on 1 December 2019 23:59:59 hours (11:59 p.m.), both dates inclusive ("Campaign Period"), unless notified otherwise.

## **TERMS AND CONDITIONS**

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

### **ELIGIBILITY**

1. This Campaign is open to New-to-Card ("NTC") and Existing-to-Card ("ETC") Cardholders (NTC and ETC Cardholders are collectively referred to as "Eligible Cardholders") who have, during the Campaign Period, applied for a Visa AirAsia Gold or Visa AirAsia Platinum credit card ("Eligible Cards") via HLB's Connect Online Banking at [www.hongleongconnect.my](http://www.hongleongconnect.my) or HLB's website at [www.hlb.com.my](http://www.hlb.com.my) ("HLB's Website") or AirAsia's website at [www.airasiacards.com](http://www.airasiacards.com) ("AirAsia's Website") and the Eligible Card is successfully approved by HLB latest by 31 December 2019.

**Note:** NTC Cardholders denote new cardholders who do not hold any existing HLB Principal or Supplementary Credit Cards (including MACH) prior to the Campaign Period and subject to the terms and conditions as stated under Clause 2 below.

2. The following shall not be considered as NTC Cardholders and shall NOT be eligible for this Campaign:
  - a) Existing principal or supplementary cardholders of any HLB Credit Card;
  - b) Cardholders whose HLB Credit Card account(s) is/are delinquent;
  - c) Cardholders who have cancelled their HLB Credit Cards and have reapplied for a new HLB Credit Card (including the Eligible Cards) as a principal or supplementary credit cardholder within twelve (12) months from the date of such cancellation; and
  - d) 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 Hong Leong Islamic Bank ("HLISB") or have been declared bankrupt (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period.

For the avoidance of doubt, the Eligible Cardholders shall provide their latest and accurate information and/or document(s) (including but not limited to correspondence address and contact information) to HLB for the Eligible Card application and it is essentially the obligations of the Eligible Cardholders to liaise with HLB in the event of non-receipt of the approved Eligible Card(s) within thirty-one (31) days from the date of application, failing which the Eligible Cardholders are deemed to have received the Eligible Cards and HLB shall not be responsible in the event that the Eligible Cardholders are unable to participate in this Campaign for any reasons whatsoever.

3. The Eligible Cardholders shall exclude the following:
  - a) Eligible 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 or

- have been declared bankrupt (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period;
- b) Eligible Cardholders who have committed, or determined by HLB/HLISB to be potentially committing any of the wrongful acts stipulated herein; and
  - c) Eligible Cardholders whose Eligible Cards are approved before the Campaign Period.

### **BIG POINTS**

4. BIG Points are issued by BIG Loyalty Sdn. Bhd. (924656-U) (formerly known as Think BIG Digital Sdn. Bhd.) (“**BIG Loyalty**”).
5. Eligible Cardholders who do not have a valid BIG Member account are required to create/sign up for a BIG Member account via the BIG Loyalty programme website at [www.airasiabig.com](http://www.airasiabig.com) before 30 April 2020 in order for the BIG Points to be credited into their BIG Member account, failing which HLB shall not be held liable/responsible for non-receipt of the BIG Points for any reasons whatsoever.
6. The BIG Loyalty account of Eligible Cardholders must remain active and valid throughout the Campaign Period until **30 June 2020** 23:59:59 (11:59 p.m.), failing which, all BIG Points due to be credited into the Eligible Cardholder’s BIG Member account shall be forfeited at HLB’s absolute discretion.

### **CAMPAIGN MECHANICS**

7. The Eligible Cardholders will be entitled to enjoy one thousand (1,000) BIG Points (“**Gift**”) subject to the fulfilment of the prescribed criteria herein:
  - i) Eligible Cardholders must perform a minimum of one (1) Retail Purchase transaction (as defined under Clause 10 below) by using the Eligible Card within forty-five (45) days from the approval date of the Eligible Card.

**Note:** The Gift is capped at 1,000 BIG Points per Eligible Cardholder throughout the Campaign Period.

8. Eligible Cardholders who have fulfilled the conditions as stated under Clause 7(i) above will be eligible to receive the Gift (“**Successful Cardholders**”).
9. The Gift will be credited into the BIG Member accounts of Successful Cardholders by 30 April 2020. It is essentially the obligation of the Successful Cardholders to inform HLB in the event of non-receipt of the Gift before 31 May 2020 failing which, the Successful Cardholders are deemed to have received the Gift and any appeal for the crediting of the Gift shall not be entertained by HLB.
10. “**Retail Purchase**” shall refer to any purchase transactions made locally and/or overseas, including online transactions which are charged to the Eligible Card within the period as specified under Clause 7(i) above but excludes the following transactions:
  - a) Quasi cash transactions (example: online betting and/or gaming transactions);

- b) Monthly instalments under any instalment payment facility provided by HLB;
  - c) Standing Instructions/recurring and auto payment service;
  - d) Any transactions for payments effected through the Internet for Insurance/Takaful Premiums, Utility Bills, Government Services and JomPAY;
  - e) Transactions for payments made towards Mail Order and Telephone Order (MOTO); and
  - f) Cash advance/withdrawal/deposit transactions, Call-For-Cash/Call-For-Cash Plus, Balance Transfer, Flexi Payment Plan (FPP), reversal, fees and/or charges imposed by HLB and posted into the Eligible Card's account.
11. HLB reserves the right to:
- a) determine what constitutes an eligible Retail Purchase and HLB's decision shall not be challenged by any party in any manner whatsoever, save for manifest error;
  - b) disqualify any Eligible Cardholders/Successful Cardholders at its sole and absolute discretion from participating in this Campaign;
  - c) forfeit any or all of the Gifts in the event there is non-compliance to the T&Cs herein; and
  - d) add, delete or amend the T&Cs herein, wholly or in part, or to terminate this Campaign, at its absolute discretion ("**Variation**"), by way of posting such Variation on HLB's Website, or in any other manner which HLB deems practical, in order to give a prior notice to the Eligible Cardholders on such Variation of this Campaign.

#### **GRAND PRIZE AND WINNERS SELECTION**

12. The grand prize of one hundred and twenty thousand (120,000) BIG Points ("**Grand Prize**") will be awarded to each of the Winners (as defined under Clause 17 below).
13. A total of twenty (20) Successful Cardholders consisting of twelve (12) ETC and eight (8) NTC Cardholders will be shortlisted at the end of the Campaign Period based on a computerised random selection system. The twenty (20) shortlisted Successful Cardholders ("**Shortlisted Participants**") will then be contacted by HLB via Short Message Service ("**SMS**") from a number displayed as 68899 at any time from **11 May 2020 to 15 May 2020**, Mondays to Fridays between 10:00:00 (10:00 a.m.) to 18:00:00 (6:00 p.m.) Malaysia Standard Time (GMT+8) ("**Notification Date**").
14. The SMS sent by HLB will be delivered to the phone number that is registered with HLB. Shortlisted Participants are solely responsible to ensure their phone numbers and/or email addresses and/or mailing addresses provided to HLB are valid.
15. The SMS service for this Campaign is provided and supported by Infobip Asia Pacific Sdn. Bhd. (898379-U) ("**Infobip**"), an SMS vendor officially appointed by HLB.
16. Shortlisted Participants will be required to answer one (1) question by replying to the abovementioned SMS with the correct answer in the correct format within one (1) working day from the date the SMS was sent. The deadline (i.e. date and time) to answer the question shall be specified in the SMS.
17. The first three (3) ETC Shortlisted Participants and the first three (3) NTC Shortlisted Participants who reply within one (1) working day from the date of receipt of the SMS with the correct answer in the correct format will be confirmed as winners of the Grand Prize ("**Winners**").

18. For the avoidance of doubt, Shortlisted Participants who do not answer correctly or who do not reply within one (1) working day from the date of receipt of the SMS will be disqualified from winning the Grand Prize.
19. In the event there are insufficient Winners, HLB will perform the next random selection as mentioned under Clause 13 as many times as necessary until a total of six (6) Winners are selected to win the Grand Prize.
20. Winners are only eligible to receive one (1) Grand Prize throughout the Campaign Period.
21. The Grand Prize will be credited into the BIG Member accounts of Winners by **15 June 2020**. It is essentially the obligation of the Winners to inform HLB in the event of non-receipt of the Grand Prize before **30 June 2020** failing which, the Winners are deemed to have received the Grand Prize and any appeal for the crediting of the Grand Prize shall not be entertained by HLB.
22. HLB is not liable for any telco charges, roaming or phone charges. It will be at the Shortlisted Participants' own cost and expense, whether in or outside Malaysia.
23. HLB is not liable and responsible for any failure or delay in transmission or receiving of SMS message to or from any telecommunications service providers which may result in the Shortlisted Participants being omitted from participating in this Campaign.

## GENERAL

24. 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;
  - b) agree that all records of transactions within or outside of Malaysia captured by HLB's system(s) for the Campaign are accurate and final;
  - c) consent and authorise HLB to disclose their personal data, i.e. telephone numbers to Infobip, for the purpose of this Campaign;
  - d) agree that HLB's decision on all matters relating to this Campaign (including but not limited to the determination of the Winners) shall be final, conclusive and binding on all Eligible Cardholders, Successful Cardholders, Shortlisted Participants and Winners, and no appeal and/or further correspondence will be entertained;
  - e) agree to access [www.hlb.com.my/fly](http://www.hlb.com.my/fly) ("**Campaign Website**") at regular time intervals to view the T&Cs and to ensure to keep up-to-date with any changes or variations to the T&Cs;
  - f) agree that they have read, understood and agree to be bound by the HLB Privacy Notice, which is available in HLB's Website; and
  - g) agree to be bound by the terms and conditions imposed by BIG Loyalty pertaining to the BIG Points. For the avoidance of doubt, HLB is not responsible for any variation/amendments of the terms and conditions governing the use of the BIG Points by BIG Loyalty and any queries or disputes pertaining to the aforesaid amendments/variation shall not be entertained by HLB and the Successful Cardholders/Winners shall resolve the same directly with BIG Loyalty.
25. The T&Cs herein, the General Terms and Conditions in the HLB Cardholder Agreement and any relevant terms and conditions that HLB may specify from time to time shall be read

together as an entire agreement and if there is any discrepancy between these T&Cs and the General Terms and Conditions in the HLB Cardholder Agreement, the specific T&Cs herein shall prevail to the extent of such discrepancy.

26. In the event of any discrepancy between these T&Cs as compared to the advertising, promotional, publicity and other materials relating to or in connection with this Campaign, the final T&Cs on HLB's Website shall prevail.
27. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardholders, Successful Cardholders, Shortlisted Participants and Winners agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
28. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.