

## **HONG LEONG BANK CREDIT CARD “1% CASHBACK ONLINE OVERSEAS SPEND CAMPAIGN”**

### **CAMPAIGN PERIOD**

The Hong Leong Bank Berhad’s (97141-X) (“HLB”) “1% Cashback Online Overseas Spend Campaign” (“Campaign”) commences on 01 September 2017 at 00:00:00 hours (12:00a.m.) and ends on 28 February 2018 at 23:59:59 (11:59p.m.), both dates inclusive (“Campaign Period”), unless notified otherwise.

### **TERMS & CONDITIONS**

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

#### **ELIGIBILITY**

1. This Campaign is only open to selected existing HLB Visa Credit Cardholders (including former EON Bank Visa Credit Cardholders) who receive an invitation via Short Messaging Services (“SMS”) (“Invitation SMS”) from HLB during the Campaign Period (“Selected Cardholders”).
2. The following Selected Cardholders shall NOT be eligible to participate in this Campaign:
  - (i) Employees of HLB/Hong Leong Islamic Bank Berhad (“HLISB”) whether on permanent or on contractual basis, employees of any of the HLB’s representatives or agents (including external auditors, vendors, suppliers, advertising and Campaign agents) and their respective immediate family members (e.g. spouse, children, parent, brother or sister);
  - (ii) Selected 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; or
  - (iii) Selected Cardholders who have committed, or determined by HLB to be potentially committing any of the wrongful acts stipulated herein; shall be immediately disqualified from participating in the Campaign.

#### **CAMPAIGN MECHANICS**

##### **SMS Registration**

3. Upon receiving the Invitation SMS, Selected Cardholders are required to send one (1) time SMS according to the format below to 66600 (“Designated Number”) during the Campaign Period to participate in this Campaign (“SMS Registration”).

SMS format to the Designated Number:

FO<space>12-digit National Registration Identity Card (“NRIC”) Number

4. SMS Registration performed by by the Selected Cardholders to the Designated Number for registration purposes shall be deemed as consent to participate in this Campaign.
5. Upon successful registration, the Selected Cardholder will receive a confirmation via SMS at no cost to the mobile number used for the registration.
6. The Selected Cardholders shall be responsible to:
  - (i) Check and ensure that their respective telecommunication service providers (“Telcos”) are able to support the sending of SMS to the Designated Number under this Campaign;
  - (ii) Pay the standard SMS charges as levied by their Telcos for each SMS sent under this Campaign to the Designated Number. Currently, the Telcos which are capable of supporting the sending of SMS to the Designated Number are Celcom, Maxis, Digi and uMobile. HLB

- shall not be held liable or responsible if the Telco of a Selected Cardholder is unable to support the sending of any SMS to the Designated Number; and
- (iii) Ensure that the details in the SMS Registration sent to the Designated Number are accurate, complete, in accordance with the specified format and within the Campaign Period, failing which, the Selected Cardholders' SMS Registration will not be processed and the Selected Cardholders will not be qualified for this Campaign.
7. The Selected Cardholders will receive a SMS confirmation from the Designated Number for SMS Registration successfully sent to the Designated Number ("Confirmation SMS"), subject to any SMS traffic at the respective Telco's network. This Confirmation SMS is automatically generated to confirm the receipt of a transmitted SMS Registration and shall NOT be deemed as a notification that the Selected Cardholders have won the Cashback.
  8. Proof of SMS Registration sent to the Designated Number by the Selected Cardholders shall not be deemed as confirmation of receipt by HLB of the SMS Registration unless the Selected Cardholders receive a Confirmation SMS as specified in clause 7 above at the same mobile phone used by the Selected Cardholders for the SMS Registration. The Selected Cardholders are deemed not qualified to participate in this Campaign in the event that the Selected Cardholders do not receive the Confirmation SMS
  9. HLB shall not be liable and reserves the right to disqualify any invalid SMS Registration sent to the Designated Number due to any reason whatsoever including, but not limited to, duplicate SMS Registration, incorrect SMS Registration format, unsuccessful or delayed transmission of SMS Registration during the Campaign Period at its absolute discretion without assigning any reason thereof.
  10. HLB is neither responsible for nor does HLB have any control whatsoever on any SMS traffic congestion, network failure and/or interruptions and/or congestion on the part of the respective Telco or for any other reason whatsoever during the process of sending the SMS Registration to the Designated Number or the sending of the Confirmation SMS from the Designated Number to the Selected Cardholders which may result in the delay of the SMS Registration and SMS confirmation being transmitted during the Campaign Period.
  11. Upon satisfying the SMS Registration conditions as stated above, the Selected Cardholder who perform any spend on **online transactions** in foreign currencies only ("Eligible Spend") using their Hong Leong Visa Credit Card within the Campaign Period shall be eligible for the Cashback as specified in clause 15 below.
  12. For the avoidance of doubt, the following spends are NOT considered as Eligible Spend:
    - (i) Domestic and International retail transactions using Hong Leong Visa/MasterCard Credit Card;
    - (ii) Domestic and International online transactions using Hong Leong MasterCard Credit Card;
    - (iii) All cash withdrawal from Automated Teller Machine ("ATM");
    - (iv) All domestic online transactions whether in Ringgit Malaysia or foreign currencies;
    - (v) Standing instructions such as auto-billing;
    - (vi) Finance charges and fees such as credit card annual fee and government tax;
    - (vii) **Online overseas spend performed using Ringgit Malaysia; and**
    - (viii) Any spend performed using Ringgit Malaysia
  13. HLB Visa Credit Cards cumulative spend by the principal and supplementary cardholders during the Campaign Period will be taken into account for computation of the Eligible Spend.

14. Tracking of the Eligible Spend will be based on spend dates and transacted Malaysian Time successfully posted in the HLB system throughout the Campaign Period and HLB reserves the right to determine transactions that will be considered as Eligible Spend.

#### **1% CASHBACK**

15. Once the Selected Cardholder satisfies the SMS Registration criteria and fulfills the Eligible Spend conditions above (“Eligible Cardholder”), he/she will receive the 1% cashback based on their Eligible Spend made throughout the Campaign Period (“Cashback”).
16. The Cashback will be given to the Eligible Cardholders on a first-come-first served basis subject to the total Cashback allocation of RM180,000 for this Campaign with the maximum Cashback of RM100 per Eligible Cardholder per month during the Campaign Period.
17. Cashback is awarded to the Eligible Cardholder based on the total amount of Eligible Spend charged to any HLB Visa Credit Cards posted in Ringgit Malaysia.
18. The Eligible Spend performed in foreign currencies will be converted to Ringgit Malaysia at such rate of exchange as determined by HLB at its sole discretion.
19. The Cashback will be calculated at the end of each calendar month on the total Eligible Spend for the month and is non-cumulative from the previous month.
20. The total Cashback shall be credited monthly to the Eligible Cardholder’s account within six (6) weeks after the end of each calendar month (“Cashback Payment Period”). It is essentially the obligations of the Eligible Cardholder to inform HLB in the event of non receipt of the Cashback within 60 days after the end of the Cashback Payment Period, failing which the Eligible Cardholder is deemed to have received the Cashback and any appeal or request for the reimbursement of the Cashback shall not be entertained by HLB.
21. HLB will not be liable for any delay in actual posting of the Eligible Spend and/or Cashback earned.
22. HLB does not have any obligation to inform the Eligible Cardholders should the Cashback reach the Maximum Cashback Allocation (i.e. RM180,000) during the Campaign Period.

#### **GENERAL**

23. By participating in this Campaign, the Selected 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 the HLB system within this Campaign Period 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 Eligible Cardholders. No appeal and/or further correspondence will be entertained;
  - (d) agree that the Cashback are non-transferable and non-exchangeable for cash or other kinds;
  - (e) agree to access the HLB’s website at [www.hlb.com.my](http://www.hlb.com.my) (“HLB’s Website”) at regular time intervals to view the T&Cs and to ensure they keep up-to-date with any changes or variations to the T&Cs; and
  - (f) agree to the publishing or display of their names, NRIC numbers (in masked form) and/or photo(s) in HLB’s Website;
24. HLB reserves the right to:
  - (a) disqualify any Selected Cardholders at its role and absolute discretion from participating in this Campaign;

- (b) decline the eligibility of any Eligible Cardholder to participate in the Campaign for any reason whatsoever as HLB may in its absolute discretion deem fit.
  - (c) forfeit any or all of the Cashback in the event where there is non-compliance to the T&Cs and HLB Cardholder Agreement herein;
  - (d) amend the total Cashback and/or replace the Cashback herein with an alternative gift of similar value at its absolute discretion by way of posting on HLB's Website or in any other manner which HLB deems practical, in order to give prior notice to the Eligible Cardholders; and
  - (e) add, delete or amend the T&Cs herein, wholly or in part, or to terminate this Campaign, at its absolute discretion, by way of posting on the HLB's Website, or in any other methods which HLB deems practical, in order to give a prior notice to the Eligible Cardholders on such addition, deletion or amendment of the T&Cs or termination of this Campaign.
25. HLB shall not be liable and responsible for any failure or delay in transmission of sales transactions by Visa international Incorporated, merchant establishments, postal or any party in which may result in the Selected Cardholders being omitted from this Campaign.
26. The Selected Cardholders' credit card account(s) must be valid/ active, in good standing and must not be in breach of any of the T&Cs and/ or HLB Cardholder Agreement at any time.
27. The T&Cs herein and the general terms and conditions of the HLB Cardholders Agreement shall be read together as an entire agreement and if there is any discrepancy between these T&Cs and the general terms and conditions of the HLB Cardholder Agreement, the specific T&Cs herein shall prevail to the extent of such discrepancy.
28. The T&Cs 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.