

TERMS AND CONDITIONS (T&Cs): HLB Credit Card Spend and Win an iPhone 11 Pro Campaign

CAMPAIGN PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "**HLB Credit Card Spend and Win an iPhone 11 Pro Campaign**" ("**Campaign**") commences on **12 September 2019** at 00:00:00 hours (12:00 a.m.) and ends on **11 November 2019** at 23:59:59 hours (11:59 p.m.), inclusive of both dates ("**Campaign Period**"), unless specified herein or notified otherwise.

CAMPAIGN ELIGIBILITY

1. The Campaign is open to existing HLB principal credit cardholders ("**HLB Cardholders**") who receive an invitation via Short Messaging Services ("**SMS**") at no cost from HLB to their telephone number registered with HLB ("**Designated Number**") during the Campaign Period ("**Eligible Cardholders**") to participate in the Campaign.
2. Eligible Cardholders shall **exclude** the following persons:
 - (a) HLB Cardholders who possess HLB credit card(s) ("**Card(s)**") which are NOT issued in Malaysia;
 - (b) HLB Cardholders whose Card(s) account(s) are NOT in good standing, inactive, tagged to a closed or inactive Current Account or Savings Account ("**CASA**") or who are in breach of any terms and conditions of HLB governing the Credit and/or Debit Card account(s) and/or CASA at any time during the Promotion Period;
 - (c) HLB Cardholders whose Card(s) account(s) are believed to be operated fraudulently, unlawfully and/or whose Card(s) are invalid or cancelled within the HLB's definition at any time during the Promotion Period until the end of fulfilment; and/or
 - (d) HLB 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/HLISB or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period.

CAMPAIGN PARTICIPATION & REGISTRATION

3. To participate in this Campaign, the Eligible Cardholders must register by replying the SMS sent by HLB as per below:

Type **TS1** and send to 66600

Eligible Cardholders' HLB Credit Card shall be automatically tracked for tabulating the Participation Criteria (as defined under Clause 6).

4. The Eligible 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 the 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 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 Eligible Cardholders' SMS Registration will not be processed and will not be qualified for this Campaign.

5. Upon successful registration, the Campaign Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.

CAMPAIGN MECHANICS & PARTICIPATION CRITERIA

6. The Eligible Cardholders shall stand a chance to win the latest iPhone 11 Pro 64GB ("**Campaign Prize**") upon fulfilling the participation criteria ("**Participation Criteria**") as illustrated in Table 1 below:

Table 1

| Campaign Prize | Participation Criteria | No. of Winners |
|------------------------------------|---|----------------|
| One (1) unit of iPhone 11 Pro 64GB | Spend using the Card(s) with a minimum of RM10,000 on total Retail Spend (as defined under Clause 7 below) during the Campaign Period and be one of the top five (5) spenders to win the Campaign Prize during the Campaign Period. | Five (5) |

7. "Retail Spend" is based on the following criteria:
 - (a) Shall **include** retail and online purchases and Instalment Payment Plan (IPP) transacted locally and internationally. Retail Spend 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.
 - (b) Shall **exclude** cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, etc);
 - (c) Shall **exclude** portfolio products such as Balance Transfer (BT), Call-For-Cash Plus (CFC Plus), Call-For-Cash (CFC) and Flexi Payment Plan (FPP);
 - (d) Shall **exclude** refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
 - (e) Shall **exclude** 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.
8. HLB shall not be liable and responsible for any failure or delay in transmission of sales transactions by Visa International Incorporated, Mastercard Worldwide, merchant establishments, postal or any party in which may result in the Eligible Cardholders being omitted from this Campaign.
9. Retail Spend made by supplementary cardholder(s) under the same principal HLB Cardholder's account will also be included in computation of the HLB Cardholder's total Retail Spend.

CAMPAIGN FULFILMENT

10. Campaign Winners Selection:
 - (a) HLB shall select five (5) Campaign Prize winners based on the Participation Criteria ("**Shortlisted Prize Winners**") within eight (8) weeks after the end of the Campaign Period.

- (b) In the event there are more than five (5) Eligible Cardholders who fulfil the Participation Criteria, the earliest transaction time performed by the Eligible Cardholders will be the determining factor in the selection of the Shortlisted Prize Winners.
- (c) HLB shall notify the Shortlisted Prize Winners via telephone call. It is the obligation of the Eligible Cardholders to provide their latest and valid telephone number to HLB and HLB shall not be responsible in the event HLB is unable to reach the Shortlisted Prize Winners for any reasons whatsoever.
- (d) If the first (1st) attempt to call the Shortlisted Prize Winner fails, i.e. due to reasons such as no answer to the call, mobile number not in service, no connection or any other reasons, another two (2) attempts will be made to call the Shortlisted Prize Winner. Where the attempt is unsuccessful by the third (3rd) attempt, the next in line Shortlisted Prize Winner will be contacted. The process will be carried out until the five (5) final Campaign Prize winners (“**Campaign Prize Winners**”) have been identified.

11. Campaign Prizes Fulfilment:

- (a) The Campaign Prize Winners will be notified by HLB by way of email (“**Campaign Notification**”) which will also contain the Campaign Prize redemption information. It is the obligation of the Campaign Prize Winners to provide their latest email address to HLB.
- (b) Upon the receipt of the Campaign Notification, the Campaign Prize Winners shall reply to and acknowledge their receipt of the Campaign Notification within three (3) business days or otherwise will be disqualified.
- (c) The Campaign Prize is given on an “As Is” basis. Visuals of the Campaign Prizes shown in printed materials and/or website are for illustration purpose only. Such visuals may not depict the actual colour or specifications of the Campaign Prize and does not include any additional accessories.
- (d) In the event the Campaign Prize Winners do not receive the Campaign Prize, it is the Campaign Prize Winners’ responsibility to notify HLB in writing no later than 31 January 2020, failing which, HLB will not be held liable in any manner whatsoever for non-receipt of the Campaign Prize by the Campaign Prize Winners and/or the Campaign Prize Winners are deemed to have received the Campaign Prize and any appeal for the reimbursement of the said Campaign Prize shall not be entertained.
- (e) HLB makes no representation or warranty with respect to quality of the Campaign Prize and shall not be responsible to replace any lost, stolen or defective Campaign Prize (whether due to defects in materials or workmanship by manufacturer under warranty or otherwise). Campaign Prize Winners are to deal directly with the manufacturer for such warranty information or claim without recourse to HLB.
- (f) HLB shall not be liable for any costs, fees and/or expenses incurred by the Campaign Prize Winners to redeem the Campaign Prize.

GENERAL

12. By participating in this Campaign, the HLB Cardholders and/or Eligible Cardholders:
- (a) Agree that they have read, understood and agree to be bound by the T&Cs herein and the General Terms and Conditions of the Credit Cardholder Agreement available at HLB website at www.hlb.com.my (“**HLB’s Website**”);
 - (b) Agree that all records of transactions within or outside of Malaysia captured by the HLB’s 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 the HLB Cardholders and/or Eligible Cardholders. No appeal and/or further correspondence will be entertained;
 - (d) Agree that any reversal of transactions shall be excluded;

- (e) Agree that the Campaign Prizes are non-transferable to any third party and non-exchangeable for cash or other kinds;
 - (f) Agree to access HLB' 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 to follow-up with HLB if they have been shortlisted to win the Campaign Prizes;
 - (g) Consent for HLB to disclose or publish their names, ID numbers (in masked form) and/or photo(s) in HLB's Website; and
 - (h) Authorise HLB to disclose their personal data i.e. contact numbers to authorised 3rd party vendor as HLB deems fit for the purpose of this Campaign.
13. HLB reserves the right to:
- (a) Disqualify any Eligible Cardholders at its sole and absolute discretion from participating in this Campaign;
 - (b) Decline the eligibility of any Eligible Cardholders to participate in the Campaign for any reason whatsoever as HLB may in its absolute discretion deem fit. In particular, HLB shall have the absolute right to decline the eligibility of a Eligible Cardholders who has performed a Retail Spend within the meaning of these 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;
 - (c) Forfeit the Campaign Prizes where there is reversal of Retail Spend or termination of the HLB credit cards during the Campaign and/or Campaign Period and/or at the point of awarding the Campaign Prizes or non-compliance to the T&Cs herein;
 - (d) 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 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.
14. 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, postal service providers or any party in which may result in the Eligible Cardholders being omitted from this Campaign.
15. The Eligible Cardholders account(s) must be valid/active, in good standing and must not be in breach of any of the T&Cs of this Campaign, and/or General Terms and Conditions of the Credit Cardholder Agreement at the point the Campaign Prizes are rewarded.
16. 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.
17. In addition to the terms stipulated above, Eligible Cardholders agree that the General Terms and Conditions of the Credit Cardholders' 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 Credit Cardholder Agreement, the specific terms above shall prevail to the extent of such discrepancies.
18. 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 and/or the Campaign, the final terms and conditions on the HLB website shall prevail.