

VISA EXCLUSIVE CONTACTLESS CAMPAIGN TERMS AND CONDITIONS

CAMPAIGN PERIOD

Hong Leong Bank Berhad's (193401000023 (97141-X)) ("HLB") "Visa Exclusive Contactless Campaign" ("Campaign") commences on 15 August 2020 at 00:00:00 hours (12:00 a.m.) and ends on 14 September 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 selected existing HLB VISA credit cardholders ("HLB Cardholders") who receive an invitation via Electronic Direct Mail ("eDM") from HLB to their email address registered with HLB during the Campaign Period to participate in the Campaign.
- 2. HLB Cardholders shall **exclude** the following persons:
 - (a) HLB Cardholders who possess HLB Visa credit cards ("HLB Card(s)") which are NOT issued in Malaysia;
 - (b) HLB Cardholders whose HLB 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) HLB Cardholders whose HLB Card(s) are invalid or cancelled at any time during the Campaign Period; 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 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

3. HLB Cardholders shall be entitled to Ringgit Malaysia One (RM1) cashback ("Cashback") for a minimum spend of Ringgit Malaysia Fifty (RM50) of any retail spend or purchase performed via a Contactless Transaction in a single receipt during Campaign Period ("Participation Criteria"), subject to the terms and conditions herein.

Contactless Transaction herein refers to a payment transaction made by tapping HLB Card(s) onto card reader screen of a payment terminal (not inserting HLB Card(s)) for processing a PayWave/contactless payment via Visa network.

- 4. Contactless Transactions shall **exclude** the following criteria:
 - (a) any refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
 - (b) any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and sales and service tax, imposed by HLB; and/or
 - (c) any retail spend/purchase made using HLB Card(s) BUT by way of inserting or dipping HLB Card(s) into a card reader or payment terminal for payment using PIN.
- 5. For the avoidance of doubt, any Contactless Transaction 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

- 6. HLB Cardholders who have fulfilled the Participation Criteria will be eligible to receive Ringgit Malaysia One (RM1) Cashback ("Eligible Cardholders").
- 7. Each Eligible Cardholder is entitled to receive up to a maximum of Ringgit Malaysia Ten (RM10) Cashback throughout the Campaign Period on a first-come, first-served basis.
- 8. The total Cashback pool allocation is capped at Ringgit Malaysia Fifty Thousand (RM50,000) only throughout the Campaign Period. HLB has no obligation to inform the Eligible Cardholders should the Cashback pool allocation reach its limit.
- 9. The Cashback shall be credited into the Eligible Cardholder's principal credit card account within fourteen (14) working days from the last date of the Campaign Period ("Payment Date"). Eligible Cardholders will be able to view the credited Cashback in their credit card account 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.
- 10. The Cashback will be awarded based on the date and/or time (Malaysia Date and/or Malaysian Time) of the Contactless Transaction performed and captured in HLB's record. In the event there are multiple Contactless Transactions performed by multiple Eligible Cardholders at the same date and/or time, the Cashback will be awarded to the Eligible Cardholder with the highest Contactless Transaction amount captured in HLB's system.

GENERAL

- 11. By participating in this Campaign, the HLB Cardholders and/or Eligible Cardholders:
 - agree that they have read, understood and agree to be bound by the T&Cs herein and the General Terms and Conditions of the Cardholder Agreement available at HLB's website at www.hlb.com.my ("HLB's Website");
 - (b) agree that all records of transactions captured by the 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 HLB Cardholders and/or Eligible Cardholders;
 - (d) agree that any reversal of transactions shall be excluded from and not be taken into account of the Contactless Transaction;
 - (e) agree that the Cashback is non-transferable to any third party and non-exchangeable for cash, credit or in kind;
 - (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;
 - (g) consent and authorise HLB to disclose their personal data i.e. contact numbers and/or email address to an authorised 3rd party vendor, DCATALYST Sdn Bhd (819292-U) as HLB deems fit for the purpose of sending SMS and/or email to promote this Campaign.

12. HLB reserves the right to:

- (a) disqualify any Eligible Cardholders from participating in this Campaign for any valid reasons whatsoever as HLB may deem fit. In particular, any Eligible Cardholder who has performed the Contactless Transaction 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 Contactless Transaction, as applicable, or termination of the HLB Card(s) during the Campaign Period and/or at the point of awarding the Cashback or non-compliance to the T&Cs herein;

- (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.
- 13. HLB shall not be liable and responsible for any failure or delay in the submission and/or processing of the Contactless Transaction by Visa International Incorporated and Merchant establishments, or any party in which may result in the Eligible Cardholders being omitted from this Campaign.
- 14. 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.
- 15. 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 this T&Cs and the General Terms and Conditions of the Cardholder Agreement, the specific terms in this T&Cs shall prevail to the extent of such discrepancies.
- 16. In the event of any discrepancies between this 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.