Hong Leong Credit Card "Up to RM350 Cash Back New-To-Credit Card Acquisition Campaign"

CAMPAIGN PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "**Up to RM350 Cash Back New-To-Credit Card Acquisition Campaign**" ("Campaign") commences on 15 March 2018 at 00:00:00 hours (12:00a.m.) and ends on 30 June 2018 at 23:59:59 hours (11:59p.m.), inclusive of both dates ("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 for participation by Malaysian and non-Malaysian New-to-Card ("NTC") Principal Cardholders who during the Campaign Period apply for any of the following participating HLB credit card(s) ("Eligible Cards") and the Eligible Cards are successfully issued latest by 31 July 2018 ("NTC Cardholders").

<u>Option 1</u> Choose one Visa + one Mastercard		<u>Option 2</u> Choose one from the following
<u>Visa</u>	Mastercard	Visa Infinite
Sutera Platinum	Sutera Platinum	Visa Infinite Doctor's
Generic Gold	Generic Gold	Edition
GSC Platinum/Gold	• The Store Platinum/Gold	
Essential Gold	Pacific Platinum/Gold	
Fortune Gold	• I'M Gold	
	Business Platinum	

For the avoidance of doubt, for "Option 1" both Eligible Cards must be approved in order for the NTC Cardholders to be eligible to participate in this Campaign.

Note: NTC Cardholders denote new cardholders who are not principal cardholders of any HLB Credit Cards (including Mach and former EON Bank Berhad) prior to the Campaign Period and subject to the terms and conditions as stated in Clause 2 below.

- 2. The following shall not be considered as NTC Cardholders and shall NOT be eligible to participate in this Campaign:
 - a. Existing principal cardholders of any HLB Credit Card (including Mach and former EON Bank Berhad);
 - b. Cardholders who no longer hold any valid HLB Credit Card and/or 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 any of the Eligible Cards) as a principal cardholder within twelve (12) months from the date of such cancellation;
- 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; and

For the avoidance of doubt, the NTC Cardholders shall provide their latest and accurate information (including but not limited to correspondence addresses and contact information) to HLB when applying for the Eligible Cards and it is essentially the obligation of the NTC Cardholders to liaise with HLB in the event of non-receipt of the approved Eligible Cards within 60 days from the date of application, failing which the NTC Cardholders are deemed to have received the Eligible Cards and HLB shall not be responsible in the event that the NTC Cardholders are unable to participate with this Campaign for any reasons whatsoever.

CAMPAIGN MECHANICS

- 3. The NTC Cardholders will be eligible to enjoy the following offers subject to the fulfillment of the prescribed criteria herein by the NTC Cardholders ("Eligible Cardholders"):
 - a. Annual Fee Waiver
 - i. NTC Cardholders who within forty-five (45) days from the Eligible Cards approval date perform a minimum of one (1) Eligible Retail Spend ("as defined in Clause 8 below") using each Eligible Card (including the supplementary card) approved and issued by HLB under this Campaign will be entitled to the 1st year's annual fee waiver for each Eligible Card.

The SMS service provider for this Campaign is M3 Technologies (Asia) Berhad ("M3 Tech") and M3 Tech will notify the NTC Cardholders upon the approval of their Eligible Cards via SMS.

- ii. The annual fee waiver for the subsequent years is subject to existing annual fee waiver terms and conditions. For further details, please refer to the respective product page at <u>www.hlb.com.my</u> ("HLB's Website").
- b. RM50 Bonus Cash Back
 - i. NTC Cardholders who apply for the Eligible Cards via HLB's Website ("Online Channel") will be awarded with RM50 bonus cash back ("Bonus').
 - ii. Employees of HLB and/or Hong Leong Islamic Bank ("HLISB") are not eligible for Bonus.
- c. Cash Back

NTC Cardholders who fulfill ALL the following terms and conditions will be awarded with the respective cash back ("Cash Back"):-

Category	Terms & Conditions	Cash Back (RM)	Total Cash Back Capped Limit (RM)
A	 a. Perform a minimum Eligible Retail Spend of RM2,000 within sixty (60) days from Eligible Cards approval date; AND b. Sign up for a minimum 12-month Auto-Billing using the Eligible Cards with any billers within sixty (60) days from the Eligible Cards approval date whereby the Auto-Billing charges must be charged to the Eligible Cards thereafter. For avoidance of doubt, any Auto-Billing in connection with payment or transaction made to Government and/or via JomPay will not be eligible for Cash Back. 	300	200,000
В	Perform a minimum Eligible Retail Spend of RM500 within sixty (60) days from Eligible Cards approval date.	50	90,000
Bonus	Apply via Online Channel - regardless of whether A or B above is being selected	50	10,000

Note: Auto-Billing

- No cancellation of the Auto-Billing prior to the expiry of the subscription period. HLB reserves the right to claw back the Cash Back if there is any early termination of auto-billing or in the event that the Eligible Cardholders terminate their Auto-Billing before the maturity of 12 months.
- For the purpose of awarding Cash Back in this Campaign, the Eligible Retail Spend (as defined in Clause 8 below) shall include the Auto-Billing amount in computing the Eligible Retail Spend of RM2,000 as mentioned above. HLB shall not be responsible in the event that the NTC Cardholders are unable to sign up for Auto-Billing with any of the billers and/or Auto-Billing transaction does not go through within the duration specified in this Campaign for any reasons whatsoever.
- HLB reserves the right to request for proof of Auto-Billing transaction and/or record from the Eligible Cardholders.
- 4. Each Eligible Cardholder is entitled to one (1) time Cash Back only for each Category, either A or B, as tabulated above throughout the Campaign. Total maximum Cash Back allocation, including Bonus, for this Campaign is capped at RM300,000, based on a first-come, first-served basis.
- 5. In the event the Eligible Cardholder has fulfilled all terms and conditions stated in Clause 3(b) and Clause 3(c) above, the Bonus and total Cash Back shall be credited to the Eligible Cardholder's account within one hundred and twenty (120) days from card approval date. The Eligible Cardholders will be notified by HLB by way of posting the list of Eligible Cardholders on HLB Website from 1 July 2018 onwards ("Notification Date").
- 6. In the event of non-receipt of the Bonus and/or the Cash Back, the Eligible Cardholders shall notify HLB within thirty (30) days from the Notification Date, failing which the Eligible Cardholders are

deemed to have received the Bonus and/or the Cash Back and any appeal for the reimbursement of the Bonus and/or the Cash Back shall not be entertained.

- 7. HLB is under no obligation to inform the Eligible Cardholders should the Cash Back reach the maximum Cash Back allocation during the Campaign Period.
- 8. Eligible Retail Spend is based on the following criteria:
 - i. Shall include retail, insurance, bill payment, membership fees and online transactions, standing instructions, Extended Payment Plan (EPP) transacted locally and internationally.
 - ii. Shall exclude cash advance, Balance Transfer (BT), Call-for-Cash (CFC), Call-for-Cash Plus (CFC+), Flexi-Payment Plan (FPP), fund transfer, fees and charges imposed by HLB.
 - iii. Cumulative Eligible Retail Spend by the Supplementary Cardholder(s) under the same Eligible Cardholder's Credit Card account will be included in computation of the Eligible Cardholder's cumulative Eligible Retail Spend.
- 9. This Campaign is not applicable in conjunction with any of HLB/HLISB's on-going promotions unless otherwise stated.

GENERAL

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

- i. 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 Website;
- ii. Agree that all records of transactions of the Eligible Retail Spend within or outside of Malaysia captured by the HLB's system within this Campaign Period are accurate and final;
- 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;
- iv. Agree that any reversal of transactions shall be excluded;
- v. Agree that the Bonus, the Cash Back and the Annual Fee Waiver are non-transferable to any third party and non-exchangeable for cash or other kinds;
- vi. Agree to access the HLB's Website at regular time intervals to view the T&Cs of this Campaign and General Terms and Conditions of the Cardholder Agreement, to ensure they keep up-todate with any changes or variations to the T&Cs and to follow up with HLB if they have been enlisted for the entitlement of the Bonus and the Cash Back;
- vii. Consent for HLB to disclose or publish their names, National Registration Identity Card Number (NRIC) or Passport Number (in masked form) and/or photo(s) in HLB's Website;
- viii. Authorise HLB to disclose their personal data i.e. names, contact numbers to M3 Tech as HLB deems fit for the purpose of this Campaign.
- ix. Agree to liaise with the billers for further terms and conditions in relation to the Auto-Billing and to liaise directly with the billers pertaining to any disputes or issues without recourse to HLB.

- 11. HLB reserves the right to:
 - i. Reject at its sole and absolute discretion any Eligible Cards application submitted without assigning any reason thereof;
 - ii. Disqualify any Eligible Cardholders at its sole and absolute discretion from participating in this Campaign;
 - iii. 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. In particular, HLB shall have the absolute right to decline the eligibility of a Eligible Cardholder who has performed an Eligible 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;
 - iv. Forfeit and/or claw back any or all of the Bonus, the Cash Back and/or the Annual Fee Waiver in the event where there is non-compliance to the T&Cs herein;
 - v. Forfeit and/or claw back the Bonus, the Cash Back and/or the Annual Fee Waiver in the circumstance where there is reversal of Eligible Retail Spend or termination of the Eligible Cards during the Campaign Period and/or at the point of awarding the Bonus and/or the Cash Back or non-compliance to the T&C herein;
 - vi. Amend the Bonus, total Cash Back and/or the Annual Fee Waiver and/or replace the Bonus, the Cash Back and/or the Annual Fee Waiver 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
 - vii. 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 terms and conditions or termination of this Campaign.
- 12. HLB shall not be liable and responsible for any failure or delay in the submission and/or processing of the Eligible Cards application and/or 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.
- 13. All Eligible Card accounts of the Eligible Cardholders must be valid/ active, in good standing and must not be in breach of any of the terms and conditions of this Campaign and/ or General Terms and Conditions of the Cardholder Agreement at the point the Bonus and/or the Cash Back are awarded.
- 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 jurisdiction of the Courts of Malaysia.
- 15. In addition to the terms stipulated above, Eligible Cardholders agree that the General Terms and Conditions in the HLB Cardholders' Agreement shall be read together with the T&Cs herein as an entire agreement. Any discrepancies between these T&Cs and the Cardholder Agreement, the specific terms above shall prevail to the extent of such discrepancies.
- 16. 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.