

## 2019 CNY Campaign: Credit Card Acquisition Campaign

### CAMPAIGN PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "2019 CNY Campaign: Credit Card Acquisition Campaign" ("Campaign") commences on **22<sup>nd</sup> January 2019** at 00:00:00 hours (12:00a.m.) and ends on **28<sup>th</sup> February 2019** at 23:59:59 hours (11:59p.m.), inclusive of both dates ("Campaign Period"), unless specified herein or notified otherwise.

### TERMS AND CONDITIONS

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

### CAMPAIGN ELIGIBILITY

1. This Campaign is open to New-to-Card ("NTC") Principal and Supplementary HLB Credit Cardholders ("NTC Cardholders") who have, during the Campaign Period, applied for the Eligible Cards as stated in the table appended below (either Option 1 or Option 2) and the Eligible Cards are successfully approved latest by 31<sup>st</sup> March 2019 ("Eligible Cardholders").

Option 1	Option 2
Any 1 Hong Leong Visa or MasterCard Principal Credit Card	<ul style="list-style-type: none"> <li>• Any 2 Hong Leong Visa and/or MasterCard Principal Credit Cards OR</li> <li>• Any 1 Hong Leong Visa and/or MasterCard Principal Credit Card + 1 Hong Leong Visa and/or MasterCard Supplementary Credit Card (Principal and Supplementary Credit Card must be the same card type)</li> </ul>

Eligible Cards	
Visa	MasterCard
Infinite <i>P</i>	Platinum Business
Infinite	The Store Gold/Platinum
Infinite Doctor's Edition	Pacific Gold/Platinum
Sutera Platinum	Sutera Platinum
GSC Gold/Platinum	GSC Gold/Platinum
Gold	Gold
Essential	I'm
WISE Gold/Platinum	
AirAsia Gold/Platinum	

For the avoidance of doubt, for "Option 2", 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 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 in 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 NTC Cardholders shall provide their latest and accurate information (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 NTC Cardholders to liaise with HLB in the event of non receipt of the approved Eligible Card(s) within 45 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 Eligible Cardholders for this Campaign will be entitled to enjoy the following offers subject to the fulfilment of the prescribed criteria herein:
  - (a) **Annual Fee Waiver**

Eligible Cardholders who have within forty-five (45) days from the Eligible Cards approval date, perform a minimum of one (1) Retail Spend (“as defined in Clause 4 below”) for each Eligible Card approved and issued by HLB under this Campaign will be entitled to the 1<sup>st</sup> year’s Annual Fee Waiver for each Eligible Card. For the avoidance of doubt, for Eligible Cards as stated in Option 2, Eligible Cardholders must perform at least one (1) Retail Spend on both cards within 45 days from the Eligible Cards approval date in order to enjoy the 1<sup>st</sup> year Annual Fee Waiver.
  - (b) **Option 1 Cash Back and Option 2 Cash Back (“Cashback”)**
    - i. Eligible Cardholders must perform a cumulative minimum spend of RM188 (Option 1 Cashback) or RM288 (Option 2 Cashback) in any hypermarket/supermarket (Merchant Category Code (MCC): 5411 as defined in Clause 5) within 60 days from the Eligible Cards approval date to enjoy the Option 1 Cashback or Option 2 Cashback respectively by using the Eligible Card:

Option 1 Cash Back	Option 2 Cash Back
Eligible Cardholders must perform a cumulative minimum spend of RM188 at any hypermarket/supermarket (MCC: 5411) within 60 days from the Eligible Card approval date to enjoy RM88 Cashback. (Eligible Card must be approved under this Campaign)	Eligible Cardholders must perform a cumulative minimum spend of RM288 at any hypermarket/supermarket (MCC: 5411) within 60 days from the Eligible Card approval date to enjoy RM188 Cashback. (Eligible Card(s) must be approved under this Campaign)

For the avoidance of doubt, the Cashback is only available for Principal HLB Credit Card Cardholders and Supplementary Cardholders shall not be entitled for the Cashback. Option 1 Cashback is for Eligible Cardholders who have applied for the Eligible Cards under Option 1, and Option 2 Cashback is for Eligible Cardholders who have applied for Eligible Cards under Option 2 as stated in Clause 1 above.

- ii. The Cashback is capped at RM88 for Option 1 and RM188 for Option 2 per Eligible Cardholder throughout the Campaign Period. Total Cashback allocation for this Campaign is capped at RM500,000 on a first-come, first-served basis.
- iii. In the event that the Eligible Cardholder has fulfilled the condition as stated in Clause 3(b)(i) above, the Cashback shall be credited to the principal Eligible Cardholder's account within four (4) months from the Eligible Card approval date. The Eligible Cardholders will be notified by HLB by way of posting the list of Eligible Cardholders (Principal credit cardholders name and masked credit card number) ("Qualified Cardholders") on HLB website at [www.hlb.com.my](http://www.hlb.com.my) ("HLB's Website") on monthly basis, starting from April 2019 ("Notification").
- iv. In the event of non-receipt of the Cashback, the Qualified Cardholders shall notify HLB within five (5) months from the Eligible Card's approval date, failing which the Qualified Cardholders are deemed to have received the Cashback and any appeal for the reimbursement of the said Cashback shall not be entertained.
- v. HLB does not have any obligation to inform the Eligible Cardholders should the Cashback reach the maximum allocation of RM500,000 during or before the conclusion of the Campaign Period.

The Annual Fee Waiver and Cashback are non-transferable to any third party and non-exchangeable for cash or other kinds.

#### **GENERAL**

4. "Retail Spend" is defined and based on the following criteria:
  - (a) Shall **include** retail and online purchases, standing instructions and Instalment Payment Plan (IPP) transacted locally and internationally.
  - (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.
5. Merchant Category Code (MCC): 5411 includes the following merchants but not limited to:
- (a) 99Speedmart
  - (b) AEON Group (e.g. AEON, AEON BiG, AEON MaxValue)
  - (c) Ben's Independent Grocer
  - (d) Checkers
  - (e) Econsave
  - (f) GCH Retail (e.g. Cold Storage, Giant Hypermarket, Jason's Food Hall. Mercato)
  - (g) Hero Market
  - (h) Hwa Thai
  - (i) Isetan
  - (j) KK Freshmart
  - (k) Jaya Grocer
  - (l) Mydin (e.g. Mydin Bazaar, Mydin Mart, myMYDIN, Sam's Groceria)
  - (m) NSK Trade
  - (n) Pasar Raya Borong Matahari
  - (o) Segi Fresh
  - (p) The Store
  - (q) Tesco
  - (r) Tesco Extra (formerly known as Makro)
  - (s) Village Grocer
6. By participating in this Campaign, the NTC Cardholders:
- (a) Agree that they have read, understood and agree to be bound by the T&Cs herein, the General Terms and Conditions of the Credit Cardholder Agreement available at HLB's Website;
  - (b) Agree that all records of transactions within or outside of Malaysia captured by the HLB's system within this Campaign are accurate and final;
  - (c) Agree that HLB's decision on all matters relating to this Campaign shall be final. No appeal and/or further correspondence will be entertained;
  - (d) Agree that any reversal of transactions shall be excluded;
  - (e) Agree to access the HLB's Website at regular time intervals to view the T&Cs of this Campaign, to ensure they keep up-to-date 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 Cashback;
  - (f) Consent for HLB to disclose or publish their names, credit card numbers (in masked form) and/or photo(s) on HLB's Website.
7. HLB reserves the right to:
- (a) Reject at its sole and absolute discretion any Eligible Cards application submitted without assigning any reason thereof;
  - (b) Disqualify any NTC Cardholders at its sole and absolute discretion from participating in this Campaign;

- (c) Decline the eligibility of any NTC 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 NTC 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 NTC Cardholders with normal/regular spending patterns, and HLB's decision in this matter shall be final and conclusive on all NTC Cardholders;
  - (d) Forfeit and/or claw back the Annual Fee Waiver and/or Cashback in the circumstance where there is reversal of Retail Spend or termination of the Eligible Cards and/or HLB Cards during the Campaign Period and/or at the point of awarding the Annual Fee Waiver and/or Cashback or non-compliance to the T&C herein;
  - (e) Amend the total Annual Fee Waiver and/or Cashback or replace the Annual Fee Waiver and/or 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 NTC Cardholders; and
  - (f) 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 NTC Cardholders on such addition, deletion or amendment of the T&Cs or termination of this Campaign.
8. 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 NTC Cardholders being omitted from this Campaign.
9. NTC 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 Annual Fee Waiver and/or Cashback are rewarded. For the avoidance of doubt, for Option 2 Cashback, the Cashback will be credited to the Eligible Cardholders most active in transaction count Credit Card account as the primary fulfilment account if the Eligible Cardholders have more than one (1) Eligible Card accounts.
10. In addition to the terms stipulated above, NTC 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.
11. 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 Contest, the final terms and conditions on the HLB's Website shall prevail.
12. 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.