

## “Swipe and Save” Malaysia Day 2018 Campaign

Last updated on 13<sup>th</sup> September 2018

### CAMPAIGN PERIOD

The Hong Leong Bank Berhad (97141-X) (“**HLB**”) and Hong Leong Islamic Bank Berhad’s (686191-W) (“**HLISB**”) [hereinafter collectively referred to as “**the Bank**”] “Swipe & Save” Malaysia Day 2018 Campaign (“**Campaign**”) commences on 13 September 2018 until 12 December 2018 (both dates inclusive) (“**Campaign Period**”) unless notified otherwise.

### Terms and Conditions

The following sets out the terms and conditions applicable to the Campaign (“**T&C**”).

#### Eligibility

1. The Campaign is open to the Bank’s New Individual Customers and/or the Existing Customers (both as defined below) (“**Customers**”). The Campaign is **NOT** applicable to non-individual customers including sole proprietors, partnerships, professional practices, companies and corporate bodies.

For the avoidance of doubt:-

- a. “New Individual Customers” refers to individual customers (whether Malaysian or non-Malaysian individual) who do not have any Participating Account (as defined in Clause 2 below) with the Bank prior to the Campaign Period and open a Participating Account and become the Primary Debit Cardholders during the Campaign Period.;
  - b. “Existing Customers” refers to individual customers (whether Malaysian or non-Malaysian individual) who have opened a Participating Account and are the Primary Debit Cardholders prior to the Campaign Period.
2. Participating accounts/accounts-i (“**Participating Accounts**”) for this Campaign are as below:-
    - a. Hong Leong Payroll Basic Saving Account/Saving Account-i;
    - b. Hong Leong Payroll Saving Account/Saving Account-i;
    - c. Hong Leong Payroll Pay&Save Account/Account-i;
    - d. Hong Leong Basic Savings Account/-i;
    - e. Hong Leong Multi-tier Savings Account-i;
    - f. Hong Leong Saving Account/-i;
    - g. Hong Leong Basic Current Account/-i
    - h. Hong Leong Current Account/-i;
    - i. Hong Leong Senior Savers Saving Account;
    - j. Hong Leong Harvest Saving Account;
    - k. Hong Leong Pay&Save Account/-i;
    - l. Hong Leong Smartlink Account;
    - m. Hong Leong Top Yield Account;
    - n. Hong Leong One Account;
    - o. Hong Leong Current One Account/-i;
    - p. Hong Leong Payroll Plus-i; and/or
    - q. Hong Leong Money Box Deposit Account.

The Participating Accounts-i are deposit accounts based on Shariah principle of Tawarruq. For the avoidance of doubt, all Participating Accounts stated in Clause 2 above -are eligible for protection by Perbadanan Insurans Deposit Malaysia (“PIDM”).

3. The following Customers are NOT eligible to participate in the Campaign:
  - a. Customers possess the Bank’s Debit Card/Debit Card-i which are NOT issued in Malaysia
  - b. Customers possess the Bank’s Junior Debit Card(s);
  - c. Customers whose Bank’s Debit Card/Debit Card-i and Participating Account(s) are not in good standing, inactive, tagged to a closed or inactive Current Account or Savings Account / Current Account-i or Saving Account-i (“**CASA/CASA-i**”) or who are in breach of any terms and conditions of the Bank governing the Debit Card/Debit Card-i account(s) and/or CASA/CASA-i at any time during the Campaign Period;
  - d. Customers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to or during the Campaign Period;
  - e. Customers who are determined by the Bank to be potentially committing any of the wrongful acts stipulated herein; and/or
  - f. Permanent and contract employees of the Bank and their immediate family members.

## CAMPAIGN MECHANICS

4. In order to qualify for this Campaign, the Customers MUST meet the Campaign Criteria as appended in table below (“Eligible Customers”) during the Campaign Period.

Item	Campaign Criteria	Reward
Mechanics & Conditions	<ul style="list-style-type: none"> <li>Spend with the Bank’s Debit Card/Debit Card-i at least 10 times with a minimum retail spend of Ringgit Malaysia Ten (RM10) each (including Retail and/or Online Purchases, both as defined in Clause 6 and 7 below) in a single receipt within each of the Campaign Month as illustrated in the table below.</li> </ul>	Bonus Interest/Profit of <b>3.00% p.a.</b> on CASA/CASA-i DAB for the respective Campaign Month

Campaign Month		Capped Pool for each Campaign Month
Month 1	13 <sup>th</sup> September 2018 – 12 <sup>th</sup> October 2018	Ringgit Malaysia Thirty Seven Thousand Only (RM37,000)
Month 2	13 <sup>th</sup> October 2018 – 12 <sup>th</sup> November 2018	Ringgit Malaysia Thirty Seven Thousand Only (RM37,000)
Month 3	13 <sup>th</sup> November 2018 – 12 <sup>th</sup> December 2018	Ringgit Malaysia Thirty Six Thousand Only (RM36,000)

5. For the avoidance of doubt, the total Bonus Interest/ Profit Pool allocated by the Bank for this Campaign is capped at Ringgit Malaysia One Hundred and Ten Thousand (RM110,000.00) only throughout the Campaign Period (“Capped Pool”), and the Capped Pool for each Campaign Month is as per the table in Clause 4 above, on a first-come, first-served basis. Notwithstanding anything herein, no further Bonus Interest/Profit will be rewarded once the Capped Pool for each Campaign Month is reached.
6. **The Retail Purchases** refers to retail purchases transacted via point-of-sale purchase at any retail outlets operate within Malaysia which effected in Ringgit Malaysia (RM) only but EXCLUDE the following:
- Auto-billing;
  - Touch ‘n Go reloads;
  - Refunded, disputed, unsuccessful, reserved, unauthorized, fraudulent or unlawful transactions;
  - Payment of the Bank Debit Card/Debit Card-i Issuance Fee / Annual Fee / Renewal Fee;
  - Any other form of services or miscellaneous fees (including penalty charges) imposed by the Bank; or
  - Any retail purchases transacted out of Malaysia
7. **The Online Purchases** refers to purchase transactions for goods and services effected through the internet (and such online store could be or are based within Malaysia or outside Malaysia) incurred for personal consumption only made in Ringgit Malaysia (“RM”) or foreign currencies and not for business purposes. Online Spend made in currencies other than RM will be converted to and computed in RM based on the conversion rate determined by the Bank at the time of transactions. For the avoidance of doubt, the Bank reserves the sole right to determine purchase transactions that shall fall within the definition of Online Purchase and any appeal regarding the Bank’s decision shall not be entertained.
8. The **Online Purchases** shall exclude the following transactions:
- Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
  - Payment of the Bank Debit Card/Debit Card-i Issuance Fee/ Annual Fee/ Renewal Fee; and
  - Any other form of services or miscellaneous fees imposed by the Bank (including Penalty Charges for the Bank)
9. For the avoidance of doubt, only the eligible Retail and Online Purchases transactions as specified in Clause 6 & 7 successfully posted and reflected in the Bank’s system and record with the relevant Transaction Amount successfully debited from the Eligible Customer’s CASA/CASA-i will be entitled for the Reward.
10. The Bank shall not be liable and responsible for any failure or delay in transmission and/ or reflection in the Eligible Customer’s CASA/ CASA-i on the relevant Retail and/or Online Transactions which may result in the Eligible Customers being omitted from receiving the Reward for the Campaign.
11. Daily Average Balance (“DAB”) is defined as the sum of daily end day balances for the current month of the Participating Account during the Campaign Month divided by the number of days for that particular Campaign Month. Example of how to calculate the DAB/Reward is as below;

a) DAB/Reward Calculation for Existing Customers

$$\text{DAB} = \frac{\text{Sum of daily end day balances for the month}}{\text{Number of days in that month}}$$

e.g. Month 1 =  $\frac{\text{(Sept 13) RM5,200 + (Sept 14) RM4,500 + (Sept 15) RM5,300..... + (Oct 12) RM5,000}{30 \text{ days}}$

Reward Calculation for month 1 =  $\frac{\text{(Sum of daily end day balances for the month) RM153,500}}{30 \text{ days}} \times \frac{\text{(Reward per annum) 3\%}}{12 \text{ months}}$   
 = RM12.80 Bonus Interest/Profit Paid

b) DAB/Reward Calculation for New Individual Customers

$$\text{DAB} = \frac{\text{Sum of daily end day balances throughout Campaign Month since opened}}{\text{Number of days of the Campaign Month since opened}}$$

e.g. Participating Account opened on 28<sup>th</sup> Sept during Campaign Period

Month 1 =  $\frac{\text{(Sept 28) RM2,230 + (Sept 29) RM1,400 + (Sept 30) RM2,900..... + (Oct 12) RM2,200}{15 \text{ days}}$   
 (Calculating from 28<sup>th</sup> Sept 2018 to 12<sup>th</sup> Oct 2018)

Reward Calculation for month 1 =  $\frac{\text{(Sum of daily end day balances for remaining days) RM86,350}}{15 \text{ days}} \times \frac{\text{(Reward per annum) 3\%}}{12 \text{ months}}$   
 = RM14.40 Bonus Interest/Profit Paid

12. The Reward will be paid out within sixty (60) days after the end of the Campaign Period. In the event of a tie (i.e. the Bonus Interest/Profit Pool has reached the Capped Pool and the Campaign Criteria has been fulfilled by more than one(1) Eligible Customers at the same date and same time), the Eligible Customer with the highest Participating Account balance aggregated in his/her account(s) at the point of data extraction (which will be done after the end of the Campaign Period) will be entitled for the Reward.
13. For Shariah compliant purpose on payment of the Bonus Profit, the Customers have consented HLISB to utilise Ringgit Malaysia of Two Hundred (RM200.00) from Participating Account-i being the purchase price for the purpose of Commodity Trading for facilitating the Bonus Profit payment. All proceeds from the Commodity Trading will be reimbursed into the Participating Account-i without fail. The Commodity Trading will be performed within 60 days from the end of Campaign Period.
14. No campaign entry form or registration of participation is required to participate in the Campaign. The Bank will track the Eligible Customers automatically at the end of the Campaign Period however the Eligible Customers will NOT be notified whether they have successfully qualified for the Reward. Eligible Customers that do not receive the Reward after 60 days from the end of the Campaign Period are deemed not qualified for the Reward and any appeal/request for the reimbursement of the Reward shall not be entertained by the Bank.
15. For Eligible Customers with multiple Participating Accounts, each Participating Account is considered as an independent entry. However, Eligible Customers will only be entitled for one Reward throughout each Campaign Month notwithstanding that they have multiple Participating Accounts. In the event there are more than one Participating Account that qualify for the Reward, the Participating Account of the Eligible Customer with the highest Reward amount will be paid out.
16. The Eligible Customer's Participating Accounts must at all times remain open, active and valid with a minimum account balance of Ringgit Malaysia Two Hundred (RM200.00) for the purpose of the Campaign Mechanics fulfilment. In the event the Participating Accounts are closed due to any reason whatsoever at any time before fulfilment, the Eligible Customers shall be disqualified from participating in the Campaign.

17. To the fullest extent permitted by law, the Bank is excluded of any responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Reward details or any other unforeseen circumstances beyond the Bank's reasonable control and for any act or default of any third party suppliers or vendors.

## **GENERAL**

18. By participating in this Campaign, the Customers agree:
- i) to have read, understood and to be bound by the T&Cs herein, the Bank's General Terms and Conditions of Accounts and Terms & Conditions of the Participating Accounts;
  - ii) that the Bank's decision on all matters relating to the Campaign shall be final, conclusive and binding on all Eligible Customers and no further correspondence and / or appeal to dispute the Bank's decision shall be entertained;
  - iii) to access HLB's website at [www.hlb.com.my](http://www.hlb.com.my) and / or HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my) ("**Bank's website**") at regular time intervals to view the T&Cs of the Campaign and ensure to be kept up-to-date on any changes or variations to the T&Cs;
  - iv) that the Reward earned is non-transferable to any third (3rd) party and non-exchangeable for up-front credit, cheque or benefit-in-kind; and
  - v) to be liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Campaign.
19. The Bank reserves the right:
- (i) To add, delete, suspend or vary the T&Cs contained herein, either wholly or in part, including but not limited to substituting the reward with other offer or product of similar value at its absolute discretion, by way of posting on the Bank's Websites with twenty one (21) days prior notice, or in any other manner which the Bank deems practical;
  - (ii) To alter, add, cancel or substitute any or all of the Reward with alternative products of similar value at any time with prior notice;
  - (iii) To determine in its absolute discretion who will be the Eligible Customers in the event of a tie as stated in Clause -12 above;
  - (iv) To disqualify any Eligible Customers for any reason whatsoever as the Bank may in its absolute discretion deem fit to participate in the Campaign and/or be entitled to the Reward; and
  - (v) Forfeit the Reward in the event of non-compliance by the Eligible Customers of the T&Cs herein and/or Hong Leong General Terms and Conditions of Accounts in respect of the Hong Leong CASA, Hong Leong Current Account and Savings Account-i (Tawarruq CASA-i), and all other laws / rules applicable.
20. The T&Cs herein and the General Terms and Conditions of Accounts shall be read as an entire agreement. In the event of any discrepancy between the T&Cs herein and the General Terms and Conditions of Accounts, the specific T&Cs herein shall prevail to the extent of such discrepancy.
21. 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 T&Cs on the Bank's website shall prevail.
22. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
23. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

**Deposit/Deposit-i Products are eligible for protection by Perbadanan Insurans Deposit Malaysia ("PIDM")**