

2019 CNY CAMPAIGN: CREDIT & DEBIT CARD USAGE

CAMPAIGN PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "**2019 CNY CAMPAIGN: CREDIT & DEBIT CARD USAGE**" ("Campaign") commences on **15th January 2019** at 00:00:00 hours (12:00a.m.) and ends on **3rd March 2019** at 23:59:59 hours (11:59p.m.), inclusive of both dates ("Campaign Period"), unless specified herein or notified otherwise.

The Campaign shall consist of Promotion A and Facebook Contest.

TERMS AND CONDITIONS

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

CREDIT & DEBIT CARDS USAGE CAMPAIGN ('PROMOTION A')

PROMOTION A ELIGIBILITY

1. The Promotion A commences on 15th January 2019 at 00:00:00 hours (12:00a.m.) and ends on 28th February 2019 at 23:59:59 hours (11:59p.m.), inclusive of both dates ("Promotion Period"), unless notified otherwise, and is open to new and existing Principal Credit Cardholders and Primary Debit Cardholders of HLB ("HLB Cardholders") including all existing Hong Leong Mach Credit/Debit Card issued by HLB ("HLB Cards") who are not excluded from participating in this Promotion A as set out in Clause 2 below ("Eligible HLB Cardholders").
2. Eligible HLB Cardholders shall exclude the following persons:
 - (a) HLB Cardholders who possess HLB Card(s) which are NOT issued in Malaysia;
 - (b) HLB Cardholders whose HLB Cards account(s) are NOT in good standing, inactive, tagged to a closed or inactive HLB/Hong Leong Islamic Bank Berhad ("HLISB") 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 HLB Cards account(s) are believed to be operated fraudulently, unlawfully and/or whose HLB 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 Promotion Period.

PROMOTION A MECHANICS

3. The Eligible HLB Cardholders shall stand a chance to get 8% Cash Back ("Cash Back") subject to minimum RM18 per Retail Spend (as defined in Clause 5 below) in 3 consecutive days ("Window").

The Cash Back capping per Window for Eligible HLB Cardholder is RM15, on a first-come, first-served basis and the Cash Back pool is capped at RM1,000,000 throughout the Promotion Period ("Winner").

For clarity, only 1 highest transacted Retail Spend amount will be taken into account per day to compute, regardless which HLB Cards are used by the Eligible HLB Cardholder. The Retail Spend must be transacted and posted within the Promotion Period.

4. Promotion A Retail Spend made by Supplementary Credit Cardholder(s) under the same Principal Credit Cardholder's HLB Cards account(s) will also be included in computation of the Principal Credit Cardholder's eligibility to get the Cash Back.
5. Promotion A "Retail Spend" refers to retail purchases transacted in Ringgit Malaysia (RM) and/or other currencies under online and point-of-sales or face-to-face (card presence) at the relevant retail outlets which have been successfully charged to HLB Cards. Promotion A 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.

For the avoidance of doubt, Promotion A Retail Spend shall **EXCLUDE** the following:

- a) Any retail spend by recurring payment or auto-billing;
- b) Cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, etc.);
- c) Portfolio products such as Balance Transfer (BT), Call-For-Cash Plus (CFC Plus), Call-For-Cash (CFC) and Flexi Payment Plan (FPP);
- d) Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
- e) 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.

PROMOTION A FULFILMENT

6. Promotion A Winners' HLB Cards account(s) must be valid/active, in good standing and at the point the Cash Back are awarded; otherwise he/she will be disqualified from receiving the Cash Back.
7. The crediting of the Cash Back will be within eight (8) weeks from the end of Promotion Period. It is essentially the obligations of the Promotion A Winners to inform HLB in writing in the event of non-receipt of the Cash Back by 15th May 2019, failing which the Promotion A Winners are deemed to have received the Cash Back and any appeal/request for the reimbursement of the Cash Back shall not be entertained.
8. Announcement of Promotion A Winners (e.g. Name and masked MyKad/passport ("ID") number) will be made on the HLB's Website within eight (8) weeks from the end of Promotion Period.

FACEBOOK CONTEST ("Contest")

CONTEST PERIOD

9. The HLB's "Facebook Contest" ("Contest") commences on 21st January 2019 at 00:00:00 hours (12:00a.m.) and ends on 3rd March 2019 at 23:59:59 hours (11:59p.m.), inclusive of both dates ("Contest Period"), unless notified otherwise.

CONTEST ELIGIBILITY

10. The Contest is open to all Malaysians residing in Malaysia who are eighteen (18) years old and above (“Participants”). For the avoidance of doubt, Malaysians refer to individuals who are with or without any product holdings with HLB prior to the Contest Period.
11. Participants shall exclude employees of HLB and HLISB whether permanent or on contractual basis, employees of any HLB’s and HLISB’s representatives or agents (including external auditors, vendors, suppliers, advertising and contest agents) and their respective immediate family members (e.g. spouse, children, parent, brother or sister).

CONTEST MECHANICS

12. There is no registration required to participate in this Contest. To participate in the Contest, the Participants are required to take a picture/ video of them trying something new (hitting the gym/ reading a new book/ etc. – must be decent and appropriate) and they upload them on their Facebook accounts using the designated hashtag - #HLBGongXiCashBack (“Hashtag”) for 3 consecutive days during the Contest Period to update the progress. For clarity, THREE (3) different pictures/videos would need to be posted individually on the THREE (3) consecutive days. The Participant is required to follow HLB Facebook page and the settings of the post is required to be under public view.
13. Participants who have completed the actions stated in clause 12 above during the Contest Period (“Eligible Participants”) will stand a chance to win RM800 Cash Prize (“Cash Prize”) and will be contacted via Facebook inbox and/or messenger by HLB’s appointed agency, Seven Pounds Creative Sdn. Bhd. (945673-E) (“SevenPounds”) under a Facebook’s profile called “Gong Xi Cash Back”.
14. By participating in this Contest, Participants hereby give his/her/their consent to HLB and/or SevenPounds and authorize SevenPounds to contact her/him/them for the fulfillment of the Cash Prize. This does not limit to Personal Message her/him/them but also the Eligible Participant agree to provide full name as per Malaysia ID, ID number, contact number & email address within 24 hours from point of contact.
15. HLB accepts no responsibility for any unsuccessful uploads on Participants’ Facebook Page for any reason whatsoever, or uploads that contain any racist sentiments, profanities, vulgar dressing or any other elements deemed inappropriate by HLB or due to technical or internet connectivity issued faced by the Participants using their own Facebook (including but not limited to non compliance of the criteria as provided in Clause 14 above).

16. Eligible Participants may participate in more than 1 Contest Timeline stipulated below:

| Week | Contest Timeline | Cash Prize Winner’s Announcement via HLB’s Facebook |
|-------------|--------------------------------|--|
| 1 | 21 January – 27 January 2019 | 1 February 2019 |
| 2 | 28 January – 3 February 2019 | 8 February 2019 |
| 3 | 4 February – 10 February 2019 | 15 February 2019 |
| 4 | 11 February – 17 February 2019 | 22 February 2019 |
| 5 | 18 February – 24 February 2019 | 1 March 2019 |
| 6 | 25 February – 3 March 2019 | 8 March 2019 |

CASH PRIZE WINNERS' SELECTION & FULFILMENT OF CASH PRIZE

17. There will be TEN (10) Cash Prize Winners for each of the Contest Timeline which will be released in phases as per the schedule indicated in Clause 16 above. In total, there will be SIXTY (60) Cash Prize winners throughout the Contest Period.
18. Cash Prize winner will be selected based on a computerized random selection system and be contacted by SevenPounds for a question and answer (“the Q&A”) session to answer one (1) question (“Shortlisted Participant”). Shortlisted Participant with the correct answer will be deemed as the Cash Prize winner (“Cash Prize Winner”).
19. A maximum of three (3) attempts will be made by SevenPounds to contact the Shortlisted Participant at any time from Mondays to Fridays between 9:00 a.m. to 6:00 p.m. HLB’s and/or SevenPounds’s records of attempted calls to the Shortlisted Participant shall be conclusive on the matter.
20. In the event HLB and/or SevenPounds is unable to contact the Shortlisted Participant after three (3) attempts, Shortlisted Participant shall be disqualified from the Contest and shall lose the chance to win the Cash Prize.
21. HLB reserves the right to contact another substitute Shortlisted Participant for the Q&A.
22. The Cash Prize Winners are required to nominate a CASA Account maintained with HLB under the name of the Cash Prize Winners (“Nominated CASA”) for the purpose of crediting the Cash Prize. Cash Prize Winners that do not have CASA Accounts are required to open a CASA Account (subject to normal application and approval process) for the purposes of the Cash Prize before 30 April 2019, failing which the Cash Prize shall be forfeited and any appeal for the reimbursement of the Cash Prize shall not be entertained by HLB.
23. Cash Prize Winners also hereby agree and authorize HLB to disclose or publish names, identity card numbers (in mask form) or photographs in media, marketing and advertising materials for the purposes of the Contest.

GENERAL

24. By participating in this Campaign, HLB Cardholders, and/or Participants:
- (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/Debit Cardholder Agreement available at HLB Website;
 - (b) Agree that all records of transactions within or outside of Malaysia captured by the HLB’s system within this Campaign, Promotion Period and/or, Contest 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 Participants. No appeal and/or further correspondence will be entertained;
 - (d) Agree that any reversal of transactions shall be excluded;

- (e) Agree that the Cash Back are non-transferable to any third party and non-exchangeable for cash or other kinds;
- (f) 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 Cash Back;
- (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 SevenPounds as HLB deems fit for the purpose of this Campaign.

25.HLB reserves the right to:

- (a) Reject at its sole and absolute discretion any CASA account opening without assigning any reason thereof;
- (b) Disqualify any HLB Cardholders and/or Participants at its sole and absolute discretion from participating in this Campaign;
- (c) Decline the eligibility of any HLB Cardholders and/or Participants 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 HLB Cardholders and/or Participants 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 HLB Cardholders and/or Participants with normal/regular spending patterns, and HLB's decision in this matter shall be final and conclusive on all HLB Cardholders and/or Participants;
- (d) Forfeit and/or claw back the Cash Back and/or Cash Prize in the circumstance where there is reversal of Retail Spend or termination of HLB Cards or unsuccessful CASA opening during the Campaign and/or Contest Period at the point of awarding the Cash Back and/or Cash Prize or non-compliance to the T&C herein;
- (e) Amend the Cash Back and/or Cash Back Prize and/or replace the Cash Back and/or Cash Back Prize 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 HLB Cardholders and/or Participants; 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 HLB Cardholders and/or Participants on such addition, deletion or amendment of the T&Cs or termination of this Campaign.

26.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 HLB Cardholders and/or Participants being omitted from this Campaign.

27.HLB shall not be liable and responsible for any claim, loss and/or damage of HLB Cardholders/ Contest Participants from participating in this Campaign.

28. HLB Cardholders and/or Participants 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/Debit Cardholder Agreement at the point the Cash Back and/or Cash Back Prize are rewarded. For the avoidance of doubt, the Cash Back and/or Cash Back Prize will be credited to the HLB Cardholders and/or Participants' HLB Credit Cards account as the primary fulfilment account if the HLB Cardholders and/or Participants Winners have both HLB Principal Credit Card and Primary Debit Card accounts.
29. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardholders and/or Participants agree to submit to the jurisdiction of the Courts of Malaysia.
30. In addition to the terms stipulated above, HLB Cardholders and/or Participants agree that the General Terms and Conditions of the Credit/Debit 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/Debit Cardholder Agreement, the specific terms above shall prevail to the extent of such discrepancies.
31. 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.