MASTERCARD[®] EXCLUSIVE - #HelloHappy Campaign

CAMPAIGN PERIOD

The Hong Leong Bank Berhad's ("HLB") "**Mastercard® Exclusive - #HelloHappy Campaign**" ("Campaign") shall commence on 14 February 2018 at 00:00:00 hours (12:00AM Malaysian time) and ends on 30 June 2018 at 23:59:59 hours (11:59PM Malaysian time) both dates inclusive ("Campaign Period"), unless notified otherwise.

TERMS AND CONDITIONS

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

ELIGIBILITY

 The Campaign is open to new and existing Principal Cardholders of HLB Mastercard Credit Cards ("HLB Cards") who are not excluded from participating in the Campaign as set out in Clause 2 below (" Cardholders").

For the avoidance of doubt, new Principal Cardholder of HLB Cards means customer who does not have any HLB Cards prior to the Campaign Period and has applied for a HLB Card during the Campaign Period and the said HLB Card is approved within the Campaign Period.

- 2. The following persons are NOT eligible to participate in the Campaign:
 - a) Cardholders whose HLB Card(s) are issued outside of Malaysia;
 - b) Cardholders who no longer hold any valid HLB Card and/or Cardholders whose Credit Card accounts(s) is/are delinquent;
 - c) 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 / Hong Leong Islamic Berhad ("HLISB") or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period;

MECHANICS

3. The Cardholders will be eligible to enjoy the following offers ("collectively referred herein as Offers") subject to the fulfilment of the prescribed criteria herein ("Eligible Cardholders"):

(a) 0% INTEREST 18 MONTHS INSTALMENT PAYMENT PLAN ("IPP") ("Offer 1")

(i) The Eligible Cardholders who have performed a minimum of RM500 Retail Spend ("as defined in Clause 4 below") in a single transaction locally and/or overseas including online transactions ("Eligible Transaction") by using the HLB Card shall be eligible to convert the Eligible Transaction into 0% p.a. interest IPP as illustrated below. Illustration:

Eligible Transaction	IPP Monthly Instalment Amount	
Amount	(18 months)	
RM360	Not eligible	
RM900	RM50 per month (RM900 ÷ 18months)	
RM36,000	RM2,000 per month(RM36,000 ÷ 18months)	

- (ii) The Eligible Transaction performed in overseas in foreign currencies shall be converted into Ringgit Malaysia (RM) before converting to IPP based on the conversion rate determined by HLB at the time of transaction.
- (iii) The Eligible Transaction must be posted to the Eligible Cardholder's HLB Card Account.

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- (iv) Eligible Cardholder must call Hong Leong Contact Center ("HLCC") at 03-76268899 within three (3) days after the Eligible Transaction being posted or five (5) days before the next statement date in order to enjoy Offer 1, failing which Eligible Cardholder shall not be entitled for Offer 1 and any appeal shall not be entertained by HLB.
- (v) Eligible Cardholder shall pay the full IPP Monthly Installment in addition to the 5% monthly minimum payment due on the rest of the credit card outstanding balance (if any). In the event this payment is not received by HLB in full on or before the payment due date as specified in the monthly card statement, the prevailing finance charges and late payment fee shall be charged on the combined sum consisting of the IPP Monthly Instalment plus the 5% minimum payment, in accordance with the terms and conditions of the HLB's Cardholder Agreement.
- (vi) Loyalty programme (i.e. Reward Points and/or Cash Back) will NOT be awarded for transactions relating to Offer 1.

(b) BONUS ON OVERSEAS SPEND: 8% UNLIMITED CASH BACK ("Offer 2")

(i) The Eligible Cardholders who have performed Retail Spend ("as defined in Clause 4 below") at point of sales/ face to face at retail outlets based outside of Malaysia in foreign currencies ("Eligible Overseas Spend") by using the HLB Cards shall be eligible for 8% cashback ("Cashback") subject to the prescribed Minimum Eligible Overseas Spend in each calendar month according to the following table:

Calendar month	Period	Minimum Cumulative Eligible Overseas Spend Amount	Cashback based on Minimum Cumulative Eligible Overseas Spend
February	14 February 2018	RM250	RM20
2018	to		
	28 February 2018		
March	1 March 2018	RM500	RM40
2018	to		
	31 March 2018		
April	1 April 2018	RM500	RM40
2018	to		
	30 April 2018		
May	1 May 2018	RM500	RM40
2018	to		
	31 May 2018		
June	1 June 2018	RM500	RM40
2018	to		
	30 June 2018		

Notwithstanding the definition of "Retail Spend" as provided in Clause 4 below, Retail Spend for Offer 2 shall exclude online purchase transaction(s).

- (ii) For the avoidance of doubt, the following transactions are NOT considered as Eligible Overseas Spend:
 - a) Purchases via online/internet (even though transactions are in foreign currencies);
 - b) All cash withdrawal from Automated Teller Machine ("ATM");
 - c) All domestic retail transactions;
 - d) Standing instructions such as auto-billing;

e) Finance charges and fees such as credit card annual fee and government tax; and

f) Dynamic Currency Conversion performed using Ringgit Malaysia.

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- (iii) The Cumulative Eligible Overseas Spend by the principal and supplementary cardholders of the same account on calendar month basis during the Campaign Period will be taken into account for computation of the Eligible Overseas Spend.
- (iv) Tracking of the Eligible Overseas Spend will be based on spend dates and transacted on Malaysian Time successfully posted in the HLB system on calendar month basis and throughout the Campaign Period and HLB reserves the right to determine transactions that will be considered as Eligible Overseas Spend.
- (v) Cashback is awarded to the Eligible Cardholder based on the total amount of Eligible Overseas Spend charged to any HLB Cards posted in Ringgit Malaysia.
- (vi) The Eligible Overseas Spend performed in foreign currencies will be converted to Ringgit Malaysia at such rate of exchange as determined by HLB at its sole discretion.
- (vii) The Cashback will be calculated at the end of each calendar month on the total Eligible Overseas Spend for the month and is non-cumulative from the previous month.
- (viii) The total Cashback shall be credited on monthly basis to the Eligible Cardholder's account within six (6) weeks after the end of the each calendar month. It is essentially the obligations of the Eligible Cardholder to inform HLB in the event of non-receipt of the Cashback within 60 days after the Campaign Period ends, failing which the Eligible Cardholder is deemed to have received the Cashback and any appeal or request for the reimbursement of the Cashback shall not be entertained by HLB.
- (ix) HLB will not be liable for any delay in actual posting of the Eligible Overseas Spend and/or Cash Back earned.
- "Retail Spend" refers to any retail purchases at point of sales/ face to face at retail outlets and online but shall <u>EXCLUDE</u> the following:
 - a) Cash withdrawal from any Automated Teller Machine;
 - b) Portfolio products such as Balance Transfer, Call-For-Cash, Call-For-Cash Plus and Flexi Payment Plan;
 - c) Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
 - d) 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. HLB shall not be liable and responsible for any failure or delay in transmission of sales transactions by Mastercard International Incorporated, merchant establishments, postal or any party in which may result in the Eligible Cardholders being omitted from this Campaign.

GENERAL

- 6. By participating in this Campaign, the Cardholders hereby understand and agree as follows:
 - a) that the Cardholders have read, understood and agree to be bound by the T&Cs herein, the general terms and conditions of the HLB Cardholder Agreement available on HLB's website at www.hlb.com.my ("HLB's Website");
 - b) that all records of transactions within or outside of Malaysia captured by HLB's system within this Campaign Period are accurate and final;
 - c) 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;
 - d) that the Cashback is not transferable to any third party and non-exchangeable for cash or kind;

- e) to access HLB's Website at regular time intervals to view the T&Cs and ensure to be kept upto-date on any change or variation to the T&Cs;
- f) agree to the publishing or display of their names, NRIC numbers (in masked form) and/or photo(s) on HLB's Website; and
- g) that the T&Cs herein, the general terms and conditions of the HLB Cardholder Agreement shall be read together as an entire agreement and if there is any discrepancy between these T&Cs, the general terms and conditions of the HLB Cardholder Agreement, the specific T&Cs herein shall prevail to the extent of such discrepancy.
- 7. HLB reserves the right to:

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- a) disqualify any Cardholders for any reason whatsoever as HLB may in its sole and absolute discretion deem fit from participating in this Campaign and/or being entitled to the IPP and or Cashback;
- b) to determine transactions that fall within the definition of "Retail Spend";
- c) forfeit any or all of the Cashback in the event where there is non-compliance to the T&Cs and HLB Cardholder Agreement herein;
- d) amend and/or replace the 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 Eligible Cardholders; and
- e) add, delete or amend the T&Cs herein, wholly or in part, or to terminate this Campaign upon reaching the maximum cash back pool, at its absolute discretion, by way of posting on HLB's Website, or in any other methods which HLB deems practical, in order to give prior notice to the 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 transmission of sales transactions by card associates, merchant establishments, postal or any party which may result in the Cardholders being omitted from this Campaign.
- 9. Cardholders' HLB Card accounts(s) 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 HLB Cardholder Agreement at the point the Cash Back are awarded.
- 10. 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.
- 11. The T&Cs herein and the general terms and conditions of the HLB Cardholder Agreement shall be read together as an entire agreement and if there is any discrepancy between these T&Cs and the general terms and conditions of the HLB Cardholder Agreement, the specific T&Cs herein shall prevail to the extent of such discrepancy.
- 12. Words denoting one gender include all other genders and words denoting the singular include the plural and *vice versa*.