

## ADDENDUM: Hong Leong Credit Card "HLB – Maxis RM500 Cash Back Acquisition Campaign"

#### CAMPAIGN PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "HLB – Maxis RM500 Cash Back Acquisition Campaign" ("Campaign") commences on 13<sup>th</sup> Nov 2017 at 00:00:00 hours (12:00a.m.) and ends on 31<sup>st</sup> March 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**

 This Campaign is open for participation by 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 30<sup>th</sup> April 2018 ("NTC Cardholders").

Option 1	Option 2	Option 3
Hong Leong MasterCard Gold	Hong Leong MasterCard	Hong Leong Visa Infinite
Credit Card	Sutera Platinum Credit Card	Credit Card
+	+	OR
Hong Leong Visa GSC Gold	Hong Leong Visa GSC	Hong Leong Visa Infinite
Credit Card	Platinum Credit Card	Doctor's Edition Credit Card

For the avoidance of doubt, for "Option 1" and "Option 2", both Eligible Cards must be approved in order for the Cardholders to be eligible to participate in this Campaign.

**Note:** NTC Cardholders denote new cardholders who do not hold any existing HLB Principal Credit Cards (including Mach and former EON Bank Berhad) 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 cardholders of any HLB Credit Card;
  - (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 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

(e) Cardholders who are non- Malaysia individual customers.

For the avoidance of doubt, the 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 Cardholders to liaise with HLB in the event of non receipt of the approved Eligible Card(s) within 60 days from the date of application, failing which the Cardholders are deemed to have received the Eligible Cards and HLB shall not be responsible in the event that the Cardholders are unable to participate with this Campaign for any reasons whatsoever.

#### **CAMPAIGN MECHANICS**

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

#### (a) Annual Fee Waiver ("Offer 1")

i. Eligible 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 4 below") for each Eligible Card (including the supplementary 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 1 and Option 2 above, Eligible Cardholders must perform at least 1 Eligible 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.

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

ii. The annual fee waiver for the subsequent years are subject to existing annual fee waiver terms and conditions. For further details, please refer to the respective product page at www.hlb.com.my ("HLB's Website").

#### (b) Welcome Gift (RM500 Cash Back) ("Offer 2")

- i. Eligible Cardholders will be awarded with RM500 cash back ("Cash Back"), by fulfilling <u>ALL</u> the following conditions:
  - Eligible Cardholder must be an existing MaxisONE Plan 128 and/or above subscriber or sign-up to MaxisONE Plan 128 and/or above during the Campaign Period;
  - Eligible Cardholder must perform a cumulative Eligible Retail Spend (as defined in Clause 4 below) of at least RM2,000 within 60 days from the card approval date with the Eligible Card which has been approved under this Campaign;
  - Eligible Cardholder must sign-up for minimum 24-months Maxis Direct Debit (refer to Clause 5 below) within 60 days from the card approval date;

# ii. The Cash Back awarded is capped at RM500 per Eligible Cardholder throughout the Campaign. Total Cash Back allocation for this Campaign is capped for the first 10,000 Eligible Cardholder, based on a first-come, first-served basis.

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- iii. In the event that the Eligible Cardholder has fulfilled all the conditions as stated in Clause 3(b)(i) above, the total Cash-Back shall be credited to the principal cardholder's account within one hundred and twenty (120) days from the card approval date. The Eligible Cardholders will be notified by HLB by way of posting the list of Eligible Cardholders on HLB website at www.hlb.com.my ("HLB Website") from 01 February 2018 onwards ("Notification").
- iv. In the event of non-receipt of the Cash Back, the Eligible Cardholders shall notify HLB within twenty-four (24) weeks from the Eligible Card's approval date, failing which the Eligible Cardholders are deemed to have received the Cash Back and any appeal for the reimbursement of the Cash Back shall not be entertained.
- v. HLB does not have any obligation to inform the Eligible Cardholders should the Cash Back reach the Maximum Cash Back Allocation during the Campaign Period.
- vi. HLB shall not be responsible in the event that the Cardholders are unable to sign up for Maxis One Plan for any reasons whatsoever.

#### (c) Balance Transfer (0% Interest Balance Transfer for 6 Months) ("BT Offer")

- Each Eligible Cardholder is only eligible for ONE (1) time application of 0% p.a. Interest Hong Leong Balance Transfer ("BT") for 6 Months ("BT Offer") within the Campaign Period.
- ii. HLB reserves the right to approve or reject the BT application submitted by the Eligible Cardholder without assigning any reason.
- iii. Eligible Cardholder may apply to transfer outstanding balances held by the Eligible Cardholder with no more than three (3) other financial institutions and/or credit card companies ("Other Card Account") to the approved balance transfer account opened with HLB ("BT Account").
- iv. The Other Card Accounts must be held by the Eligible Cardholder and no balance transfer from third party Other Card Accounts is allowed.
- v. The minimum amount for the BT is RM1,000 and the maximum amount is up to RM10,000 or up to 50% of the available credit limit of the Eligible Card, whichever is lower subject to HLB's absolute discretion.
- vi. HLB will notify the Eligible Cardholder in writing whether his/her BT application has been approved and the approved amount ("BT Approved Amount"). Once the BT Approved Amount is determined, a corresponding amount of the Eligible Cardholder's Eligible Card limit will be earmarked for this purpose and the available credit limit balance will be reduced accordingly. HLB shall not be liable for any transactions rejected by merchants due to the unavailability of the credit limit earmarked for this purpose.
- vii. Upon transfer of the BT Approved Amount to the Eligible Cardholder's BT Account, 0%
  p.a. interest will be charged on the balance of BT Amount for 6 months period (subject to the statement cycle date) ("BT Plan Period") and upon expiry of the BT Plan Period, interest at the prevailing rate of 18%p.a. will be calculated on a daily basis and charged on any balance in the BT Account until the date of full repayment.

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- viii. Eligible Cardholder shall be obligated to pay the minimum payment (as stated in the statement of the Eligible Card(s)) due in the BT Account or RM50.00, whichever is higher. If the Eligible Cardholder fails to make payment on or before the due date, 0% p.a. interest rate will be retracted and interest rate at 18% p.a. will be charged on the amount outstanding in the BT Account on a daily basis until full repayment. Failure to comply with the minimum payment obligation will also result in a late payment fee of 1% of total outstanding balance as at statement date or minimum RM10, whichever is higher, subject to a maximum of RM 100 being posted to the BT Account.
  - ix. HLB reserves its absolute right to retract the 0% interest rate if the Eligible Cardholder breaches any of the Terms and Conditions of the Campaign as well as the terms and conditions of the Cardholder Agreement ("Cardholder Agreement").
  - x. Notwithstanding anything contained in clauses vii and viii above, if at any time, the Eligible Cardholder(s) credit card account and/or BT Account becomes overdue or delinquent, HLB may at its absolute discretion charge on the outstanding balance in the BT Account at the interest rate of 18% p.a. notwithstanding that the 0% p.a. is for 6 months tenure.
- xi. While pending the approval of the Eligible Cardholder's BT applications under the Campaign, the Eligible Cardholder shall continue to be liable to make payment to his/her Other Card Accounts with the respective issuing financial institutions and/or companies in accordance with the terms governing the same. HLB shall not be liable for interest on any overdue payment or any finance or other charges incurred as a result of the Eligible Cardholder's and/ or the HLB's failure or delay in making payment to the Other Card Accounts.
- xii. If the Eligible Cardholder fully settles the BT Amount before the expiry of the BT Plan Period, an early settlement penalty of RM70 will be charged to the Eligible Cardholder's BT Account.
- xiii. Eligible Cardholder is eligible for only ONE (1) BT Offer throughout the Campaign. In the event that more than ONE (1) BT Offer is submitted and approved, HLB may at its sole and absolute discretion retain the first applied BT Offer submitted together with the Eligible Card application form and cancel the remaining application(s).
- xiv. The Eligible Cardholder would not be able to accumulate reward points/ Enrich Miles for this BT Offer.
- 4. Eligible Retail Spend is based on the following criteria:
  - (a) Shall include retail and online purchases, standing instructions, 0% Interest Easy Payment Plan (EPP) and Zero Interest Installment Plan (ZIIP) transacted locally and internationally.
  - (b) Shall exclude cash advance, Balance Transfer (BT), Call-for-Cash Plus(CFC Plus), Call-for-Cash (CFC), Flexi-Payment Plan (FPP), fund transfer, fees and charges imposed by HLB.
  - (c) Cumulative 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 Retail Spend.

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  - 5. 24-months Maxis Direct Debit
    - i. Maxis Direct Debit is a payment facility that charges the Cardholders' Maxis bills to the Eligible Credit Card when due.
    - ii. The Eligible Cardholders must not cancel the 24-months Maxis Direct Debit from the 1<sup>st</sup> Maxis billing cycle charged to the Eligible Card. 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 MaxisONE Plan before the maturity of 24 months.
    - iii. The monthly Maxis Direct Debit amount of minimum RM128 per month must be charged to the Eligible Card within 60 days from the card approval date, for a consecutive of 24 months from the 1<sup>st</sup> Maxis billing cycle.
  - 6. This Campaign is not applicable in conjunction with any of HLB's ongoing promotions unless otherwise stated.

#### **GENERAL**

- 7. By participating in this Campaign, the Eligible Cardholders:
  - (a) 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;
  - (b) Agree that all records of transactions within or outside of Malaysia captured by the HLB's system within this Campaign 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 Eligible Cardholders. 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 and the Annual Fee Waiver 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 RM500 Cash Back;
  - (g) Consent for HLB to disclose or publish their names, IC numbers (in masked form) and/or photo(s) in HLB's Website;
  - (h) Authorise HLB to disclose their personal data i.e. contact numbers to M3 Tech as HLB deems fit for the purpose of this Campaign.
  - (i) Agree to liaise with Maxis for further terms and conditions on Maxis One Plan and/or the mobile device(s) purchased from Maxis, and to liaise directly with Maxis pertaining to any disputes or issues pertaining to the Maxis One Plan and/or mobile device(s) without recourse to HLB.
- 8. 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 Eligible Cardholders at its sole and absolute discretion from participating in this Campaign;

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- (c) 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;
- (d) Forfeit and/or claw back any or all of the Cash Back and/or the Annual Fee Waiver in the event where there is non-compliance to the terms and conditions herein;
- (e) Forfeit and/or claw back 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 Cash Back or non-compliance to the T&C herein;
- (f) Amend the total Cash Back and/or the Annual Fee Waiver and/or replace 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
- (g) Add, delete or amend the terms and conditions 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.
- 9. 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.
- 10. Eligible Cardholders' Eligible Card account(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 Cardholders' Agreement at the point the Cash Back are awarded.
- 11. 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.
- 12. 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 terms and conditions herein as an entire agreement. Any discrepancies between these terms and conditions and the Cardholder Agreement, the specific terms above shall prevail to the extent of such discrepancies.
- 13. In the event of any discrepancies between these terms and conditions 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.