

RM2 CASH BACK ON FIRST TRANSACTION WITH HONG LEONG DEBIT CARD PROMOTION

Last updated on 8 February 2018

PROMOTION PERIOD

The Hong Leong Bank Berhad's (97141-X) ("HLB") "RM2 Cash Back on First Transaction with Hong Leong Debit Card Promotion" ("Promotion") commences from 8 February 2018 and ends on 31 December 2018, both dates inclusive ("Promotion Period"), unless notified otherwise.

TERMS AND CONDITIONS ("T&Cs")

The following sets out the terms and conditions applicable to the Promotion

ELIGIBILITY

 This Promotion is open to the selected new Hong Leong Debit Cardholders who are Malaysians and have received a Short Messaging Service ("SMS") from HLB ("Cardholders"). Cardholders who do not receive the SMS are deemed not qualified to participate in this Promotion and HLB shall not entertain any dispute pertaining to the non-receipt of the SMS by the Cardholders.

It is essentially the duty and/or obligations of the Cardholders to ensure that their mobile phone numbers registered with HLB are correct and up to date when they sign up for Hong Leong Debit Card in order to receive the SMS and HLB shall not be responsible/held liable in the event of non-receipt of the SMS by the Cardholders for any reasons whatsoever.

- 2. The following are **NOT** eligible for the Promotion:
 - i. Cardholders who possess HLB Debit Card(s) NOT issued in Malaysia;
 - ii. Cardholders whose Debit Card account(s) are believed to be operated fraudulently, unlawfully and/or who have had their Debit Card(s) invalidated or cancelled by HLB:
 - iii. Cardholders who are HLB Private Banking customers; and
 - iv. Cardholders who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the HLB and/or Hong Leong Islamic Bank Berhad (686191-W) ("HLISB") or have been declared bankrupts (pursuant to a petition by either HLB or HLISB or by any third party) or are subject to any bankruptcy proceedings at any time prior to or during the Promotion Period.

PROMOTION MECHANICS

- 3. Cardholders will be eligible for a cash back of Ringgit Malaysia Two (RM2) on their <u>first</u> retail transaction ("Cash Back") using their new Hong Leong Debit Card with a minimum spend of Ringgit Malaysia Ten (RM10) in a single receipt by end of the month ("Promotion Month") upon receiving the SMS from HLB ("Promotion Criteria"). For example, if the Cardholder receives an SMS from HLB on 8 February 2018, he/she will need to fulfil the Promotion Criteria on/or before 28 February 2018.
- 4. Retail transaction refers to retail purchases transacted in Ringgit Malaysia (RM) and other foreign currencies. Retail transaction 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.
- 5. For the avoidance of doubt, retail transaction include point-of-sale purchase, online purchase, auto-billing and Touch 'n Go reload but exclude the following:
 - i. Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transaction; or
 - ii. Payment of Debit Card Issuance Fee/ Annual Fee/ Renewal Fee; or
 - Any other form of services or miscellaneous fees (including Penalty Charges) imposed by HLB or HLISB.



- 6. HLB will track the Cardholders' Cash Back entitlement automatically at the end of each Promotion Month based on the Promotion Criteria met and only successful retail transaction which is recorded and posted in the HLB system will be considered eligible for the Cash Back. No registration of participation is required.
- 7. HLB shall not be liable and responsible for any failure or delay in transmission and/or reflection in the HLB system which may result in the Cardholders being omitted from receiving or not entitled to the Cash Back for the Promotion, for any reason whatsoever.
- 8. The Cash Back is limited to **fifteen thousand (15,000)** Cardholders per Promotion Month who have met the Promotion Criteria on a first-come, first-served basis ("Eligible Cardholders"). For the avoidance of doubt, each Eligible Cardholder will only get one (1) time Cash Back for the entire Promotion Period, notwithstanding that the Cardholder has applied for more than one (1) Hong Leong Debit Card during the Promotion Period.
- Total Cash Back payout is Ringgit Malaysia Thirty Thousand (RM30,000) for each Promotion Month and Ringgit Malaysia Three Hundred and Thirty Thousand (RM330,000) throughout the Promotion Period.
- 10. Eligible Cardholders' Hong Leong Debit Card and their accompanying Retail Purchase Account ("RPA") must remain valid and active with a minimum RPA balance of Ringgit Malaysia Fifty (RM50) at the point of data extraction for the purpose of the Cash Back crediting, failing which, the Eligible Cardholder shall be disqualified from receiving the Cash Back and the Cash Back shall be forfeited.
- 11. The Cash Back will be credited into the Eligible Cardholders' RPAs within twelve (12) weeks after the end of the Promotion Month. Nevertheless, HLB will not be responsible for any delay in crediting the Cash Back.
- 12. The Eligible Cardholders will be notified by HLB on the successful crediting of Cash Back by SMS and/or by posting the Eligible Cardholders' list on HLB's website at www.hlb.com.my ("HLB's Website) within twelve (12) weeks after the end of the Promotion Month.
- 13. Cardholders who do not receive such notification from HLB by the 12th week after the end of the Promotion Month are deemed **NOT** entitled for the Cash Back.
- 14. The Eligible Cardholders shall be responsible to notify HLB in writing for non-receipt of the Cash Back no later than one (1) month from the date of receipt of the notification stated in Clause 12 herein, failing which, they shall be deemed to have received and accepted the Cash Back from HLB. HLB shall not entertain any claim of non-receipt of Cash Back by the Eligible Cardholders after the expiry of aforesaid one (1) month timeframe.
- 15. The SMS service for this Promotion is provided and supported by M3 Technologies (Asia) Berhad (482772-D) ("M3Tech").
- 16. The Cardholders hereby give their consent to and authorize HLB to disclose their mobile phone numbers to M3tech for the purposes of the Promotion.
- 17. The Eligible Cardholders also hereby give their consent to and authorize HLB to disclose or publish their names, Hong Leong Debit Card numbers (in masked form) or photos in media, marketing or advertising materials (where applicable) for the purposes of the Promotion.



GENERAL

- 18. By participating in the Promotion, the Cardholders:
 - i. Have read, understood and agreed to be bound by the T&Cs of the Promotion;
 - ii. Agree that the T&Cs herein, Hong Leong General Terms and Conditions of Accounts and Hong Leong Debit Card Terms and Conditions that govern the RPA and Debit Card transactions respectively, or any relevant terms and conditions HLB may impose from time to time, are read as an entire agreement and the specific T&Cs herein shall prevail if there is any discrepancy;
 - iii. Agree that the Cash Back is non-transferable to any third (3rd) party and non-exchangeable for up-front credit, cheque or benefit-in-kind:
 - iv. Agree that HLB's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Cardholders and no further correspondence and/or appeal to dispute HLB's decision shall be entertained; and
 - v. Agree to access HLB's Website at regular time intervals to view the T&Cs of the Promotion and to ensure to be kept up-to-date on any change or variation to the T&Cs.

19. HLB reserves the right:

- To add, delete, suspend or vary the T&Cs contained herein, either wholly or in part, including but not limited to substituting the Cash Back with other offer or product of similar value at its absolute discretion, by way of posting on HLB's Website, or in any other manner which HLB deems practical;
- ii. To determine the transaction performed by the Cardholder if such transaction shall be considered as retail transactions;
- iii. To disqualify any Cardholders and/or Eligible Cardholders for any reason whatsoever as HLB may in its absolute discretion deem fit to participate in the Promotion and/or be entitled to the Cash Back; and
- iv. Forfeit the Cash Back in the event of non-compliance by the Eligible Cardholders of the T&Cs herein, Hong Leong General Terms and Conditions of Accounts and Hong Leong Debit Card Terms and Conditions.
- 20. Eligible Cardholders are 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 Promotion and/or their eligibility to receive the Cash Back.
- 21. The T&Cs shall be governed by and constructed in accordance with the laws of Malaysia and the Cardholders agree to submit to the jurisdiction of the Courts of Malaysia.
- 22. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

Hong Leong Current or Savings Accounts tagged to the Hong Leong Debit Card are eligible for protection by Perbadanan Insurans Deposit Malaysia ("PIDM").