

# **"10-FOR-10 DEBIT CARD CAMPAIGN" TERMS AND CONDITIONS**

# **CAMPAIGN PERIOD**

Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) ("HLISB") ["the Bank"] "10-FOR-10 **Debit Card Campaign**" ("Campaign") commences on 05 October 2020 at 00:00:00 hours (12:00 a.m.) and ends on 31 December 2020 at 23:59:59 hours (11:59 p.m.) both dates inclusive ("Campaign Period"), unless notified otherwise.

## TERMS & CONDITIONS ("T&Cs")

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

## **CAMPAIGN ELIGIBLITY**

- The Campaign is open exclusively to selected Bank's Debit Card-i (hereinafter refer to as "Debit Card-i") cardholders who have received a short message service (SMS) and/or e-mail direct communication (EDM) invitation from the Bank on this Campaign ("Selected Customers").
- 2. The Bank's customers who did not receive short message service (SMS) and/or e-mail direct communication (EDM) and/or Connect Push Notification invitation from the Bank are EXCLUDED from participating this Campaign ("**Non Selected Customers**").
- 3. The following Selected Customers are NOT eligible to participate in the Campaign:
  - a) Customers possess Debit Card-i which are NOT issued in Malaysia;
  - b) Customers possess Debit Card-i and Current Account-i or Savings Account-i ("CASA-i") are not in good standing, inactive, tagged to a closed or inactive CASA-i or who are in breach of terms and conditions of the Bank governing the Debit Card-i and/or CASA-i at any time during the Campaign Period;
  - c) Customers whose Debit Card-i are invalid or cancelled at any time during the Campaign Period; and/or
  - d) Customers who have committed or are suspected of committing 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, during or after the Campaign Period.

### **CAMPAIGN MECHANICS**

- In order to receive the cashback of Ringgit Malaysia Ten (RM10) ("Cashback") in this Campaign, Selected Customers MUST perform at least ten (10) Eligible Transactions (defined under Clause 10) with a minimum spend of Ringgit Malaysia Ten (RM10) for each Eligible Transaction within the Campaign Month (as defined under Clause 8) to receive the Cashback ("Eligible Customers").
- 5. The Cashback will be given for every ten (10) Eligible Transactions made.
- 6. The Cashback per Eligible Customers is capped at Ringgit Malaysia One Hundred (RM100) per Campaign Month and capped at Ringgit Malaysia Three Hundred (RM300) throughout the Campaign.



- 7. The total maximum Cashback Pool allocated by the Bank for this Campaign is capped at Ringgit Malaysia One Million One Hundred Seventy-Six Thousand (RM1,176,000) throughout the Campaign Period ("**Capped Pool**") on a first-come, first-served basis. Notwithstanding anything herein, no further Cashback will be rewarded once the Capped Pool for each Campaign Month is reached.
- 8. The Capped Pool is capped at Ringgit Malaysia Three Hundred Ninety-Two Thousand (RM392,000) per month ("**Campaign Month**") as stated below:

Campaign Month	05 – 30 October 2020	01 – 30 November 2020	01 – 31 December 2020	Total
Cashback Pool	RM392,000	RM392,000	RM392,000	RM1,176,000

- 9. In the event of a tie, (i.e. the Cashback has reached the maximum Capped Pool and the Campaign criteria under Clause 4 above have been fulfilled by more than one (1) Eligible Customers at the same date and same time, the Eligible Customers with the highest spend amount throughout the Campaign Month will be allocated for the Cashback.
- 10. For the purpose of Clause 5 above, "Eligible Transactions" includes the following:
  - a) Retail purchases transacted via point-sale-purchase (card present transaction) at any retails operate in Malaysia and effected in Ringgit Malaysia (RM).
  - b) Retail purchases transacted via online purchase (card not present transaction) at any ecommerce website effected in Ringgit Malaysia (RM).
- 11. Eligible Transactions EXCLUDE the following:
  - a) Retail purchases transacted via point-sale-purchase (card present transaction) at any retails operate outside Malaysia.
  - b) Retail purchases transacted via online purchase (card not present transaction) at any ecommerce website effected in other currency than Ringgit Malaysia (RM).
  - c) Refunded, disputed, unsuccessful, reserved, unauthorized, fraudulent, or unlawful transactions;
  - d) Payment of the Bank's Debit Card-i issuance fee/annual fee/renewal fee;
  - e) Any split payment; refers to the act of splitting (dividing) a single and full amount of payment in two or more simultaneous transactions made by different payment methods.
- 12. For the avoidance of doubt, the Cashback will only be awarded to the Eligible Customers as illustrated below:

Campaign	Eligible	Cashback	
Month	Transactions	Eligibility	Remarks
October 2020	10	RM10	Entitled for one (1) Cashback.
November 2020	8	0	Not entitled for the Cashback.
December 2020	50	RM50	Entitled for five (5) Cashback.
Total	60	RM60	

#### Scenario A



Scenario B			
Campaign Month	Eligible Transactions	Cashback Eligibility	Remarks
October 2020	3	0	Not entitled for the Cashback.
November 2020	2	0	Eligible Transactions do not
December 2020	5	0	accumulate throughout the Campaign Period.
Total	0	0	

#### Scenario C

Campaign Month	Eligible Transactions	Cashback Eligibility	Remarks
October 2020	15	RM10	
November 2020	15	RM10	Entitled for one (1) Cashback each.
December 2020	10	RM10	
Total	30	RM30	

- 13. Eligible Transactions as specified under Clause 9 successfully posted and reflected in the Bank's system and record with the relevant transaction amount successfully debited from the Eligible Customers CASA-i will be entitled for the Reward.
- 14. The Bank will not be liable and responsible for any failure or delay in transmission and/or reflection in Eligible Transactions which may result the Eligible Customers being omitted from receiving the Cashback.
- The Bank will track the Eligible Customers' Eligible Transaction(s) from day one (1) to day thirty (30) days after the end of each Campaign Month. The Cashback will be credited to the Eligible Customers' CASA-i from day thirty-one (31) to day sixty (60) after the end of each Campaign Month.
- 16. The Eligible Customers will NOT be notified directly via SMS or any other communication channels whether they have successfully qualified for the Cashback. Eligible Customers that do not receive the Reward from day thirty-one (31) to day sixty (60) after the end of each Campaign Month are deemed as not qualified for the Reward. Any appeal/request for the reimbursement of the Reward will not be entertained by the Bank.
- 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 Cashback details or any other unforeseen circumstances beyond the Bank's reasonable control.

### **GENERAL**

- 18. By participating in the Campaign, the Selected Customers:
  - a) confirm and acknowledge to have read, understood and agreed to bound by the T&Cs herein and Terms and Conditions of the Bank governing the Bank's Debit Card-i and/or CASA-i available at <u>www.hlisb.com.my</u> ("Bank's Website");



- b) agree that all records of transactions captured by the Bank's system for the purpose of the Campaign are accurate and final;
- c) agree that the Bank's decision on all matters relating this Campaign is final, conclusive and binding on all the Eligible Customers;
- d) agree that any reversal transactions will be excluded in fulfilling the Eligible Transactions;
- e) agree that the Cashback is non-transferable to any third party and non-exchangeable for cash or in kind;
- f) agree to access the Bank's Website at regular intervals to view the T&Cs of this Campaign to ensure that they keep-up-to-date with any changes or variations to the T&Cs;
- g) consent and authorise the Bank to disclose their personal data to such as contact numbers to an authorised 3<sup>rd</sup> party vendor, Infobip Asia Pacific Sdn Bhd [201001014145 (898379-U)] as the Bank deems fit for the purpose of sending SMS to promote this Campaign.
- 19. The Bank reserve the right to:
  - a) disqualify any Eligible Customers from participating in this Campaign. In particular, any Eligible Customers who has performed the Eligible Transactions in a manner or pattern which the Bank deems to be abnormal, irregular and/or is indicative of an attempt to obtain an unfair advantage over other Eligible Customers; and
  - b) forfeit and/or claw back the Cashback where there is reversal Eligible Transactions, as applicable, or termination of Debit Card-i during the Campaign Period and/or at the point of awarding the Cashback or non-compliance to the T&Cs herein;
  - c) add, delete or amend the T&Cs herein, wholly or in part, or to terminate this Campaign, by the way of posting on the Bank's Website or in any other methods which Bank deems practical, in order to give prior notice to the Eligible Customers.
- 20. The Bank must not be liable and responsible for any failure or delay in the submission and/or processing of the sales transactions by MyDebit/ Mastercard, Merchant establishments, or any party in which may result in the Eligible Customers being omitted from this Campaign.
- 21. The T&Cs herein is governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 22. In addition to the terms stipulated above, Eligible Customers agree that the Terms and Conditions of the Bank governing the <u>Debit Card-i</u> and/or <u>CASA-i</u> must be read together with the T&Cs herein as an entire agreement. Any discrepancies between these T&Cs and the Bank's Terms and Conditions, the specific terms in this T&Cs will prevail to the extent of such discrepancies.
- 23. 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 final terms and conditions on the Bank's Website will prevail.
- 24. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.