

HLeBroking – 2018 Account activation campaign for new & existing clients (“Campaign”).

Campaign Period – 3 months (1<sup>st</sup> April 2018 to 30<sup>th</sup> June 2018, both dates inclusive)

Eligibility

1. Participation in this Campaign shall be by invitation only. Invitations to participate shall be restricted to selected individual customers (“Eligible Customers”) of Hong Leong Investment Bank Berhad (“HLIB”) customers who fulfill the following criteria\*:-

(a) New customers who successfully opened their HLIB Trading Accounts and HLeBroking online share trading portals (collectively referred to as “**Trading Accounts**”) with HLIB within the Campaign Period;

(b) Existing customers:-

- i. who successfully opened their Trading Accounts before 1<sup>st</sup> April 2016;
- ii. who conducted or carried out **at least one (1) trade** through the HLeBroking portal prior to 1<sup>st</sup> April 2016; and
- iii. who did not carry out any trades between **1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2018**; or

(c) Existing customers:-

- i. who successfully opened their Trading Accounts **between 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2018** (both dates inclusive); and
- ii. who did not carry out any trades **between 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2018** (both dates inclusive).

*\* There is no automatic eligibility for participation in this Campaign. HLIB reserves the right to include or exclude any customer for this Campaign. Fulfilment of the criteria set out above is an indication only, and not a guarantee of eligibility. Final eligibility shall be determined entirely at HLIB’s discretion.*

2. Invitations to participate in the Campaign will be sent to the Eligible Customers’ last known e-mail addresses as per HLIB’s records.

Campaign mechanism

1. Eligible Customers who trade through HLeBroking Portal during the Campaign Period will be rewarded with a petrol gift card with a face value of RM50\*\* (Ringgit Malaysia Fifty) (“Petrol Gift Card”) for only the first RM200.00 (Ringgit Malaysia Two Hundred) of net online brokerage fees accrued and paid by the Eligible Customer during the Campaign Period.

*\*\* HLIB reserves the right to substitute the Petrol Gift Card with another reward/gift as it deems necessary from time to time and no further enquiry will be entertained.*

2. The Petrol Gift Card is not exchangeable for cash or any other benefit.

3. Eligible Customers entitled to the Petrol Gift Card will receive an e-mail notification (to their e-mail addresses as per HLIB's records) from HLIB informing entitlement of the Petrol Gift Card. Customers must inform HLIB if there are any changes to their e-mail address. HLIB shall not be held liable or responsible for any delay or non-receipt of HLIB's e-mails.
4. HLIB is not responsible for and does not have any control whatsoever for any internet network failure and/or interruption that may be experienced during the process of sending any e-mails to the Eligible Customers. The same may result in the delay or non-receipt of the e-mails transmitted for which HLIB shall not be liable.
5. Eligible Customers are responsible for checking and ensuring that their e-mail address is accurate, and that they are able to access their e-mail account and receive and read their e-mails. Eligible Customers are responsible for the general security of their e-mail accounts. HLIB will not be liable for claims or losses arising as a result of any third party's access to the Eligible Customer's e-mail account whether such access is gained wrongfully or with permission.

### **General Terms**

1. By transacting or carrying out any trade during the Campaign Period, the Eligible Customers agree:-
  - (i) to be bound by all the terms and conditions herein contained;
  - (ii) that HLIB's decision on all matters relating to the Campaign shall be final, conclusive and binding and no further correspondence and/or appeal to dispute HLIB's decision shall be entertained; and
  - (iii) to be bound by and terms and conditions issued by any third party merchants pertaining to the use of any of the Petrol Gift Card including any expiry term in connection therewith.
2. HLIB reserves the right to suspend, disqualify or exclude any person from participating or continuing to participate in the Campaign in the event such person is under Default Status. A person shall be deemed as under Default Status if :- (i) such person is in breach of the terms and conditions of the Campaign or the terms and conditions in the Trading Account; (ii) such person's Trading Account is suspended, cancelled or terminated ; and/or (iii) HLIB in its absolute discretion deems fit. HLIB may at its sole discretion allow such Eligible Customer to continue their participation in the Campaign if their status is rectified and no longer under Default Status, (i.e., it is rectified/regularised to HLIB's satisfaction, no longer in breach of the terms and conditions herein and/or where applicable, the suspension of their Trading Account is lifted).
3. HLIB reserves the right to discontinue, suspend or terminate this Campaign at any time at its sole discretion with notification to the Participants in any manner deemed practical at its discretion. Eligible Customers shall not be entitled to claim any compensation from or against HLIB for any loss or damage suffered as a result of any such discontinuation suspension or termination. In the event HLIB discontinues, suspends or terminates the Campaign prior to the expiry date of the Campaign, HLIB will notify the Eligible Customers as soon as practicable of the discontinuation, suspension or termination and the terms, if any, thereof.

4. Acting reasonably, HLIB reserves the right, at any time, and without notice, to add, delete and/or vary the terms and conditions of the Campaign, including but not limited to, as follows:- (a) varying the eligibility requirements for the Campaign; (b) varying or imposing any applicable fees; (c) adding any other benefit or reward and/or withdrawing or substituting the Petrol Gift Card reward or other benefit/reward offered for redemption; (d) altering the redemption value ; and/or (e) varying or adding bonus partners, redemption partners and special offers (if any). If HLIB makes changes to these terms and conditions, HLIB will, on a best efforts basis, provide the Eligible Customers with prior notice. If it is not reasonably possible to provide the Eligible Customers with prior notice for any changes (for example if regulatory requirements require HLIB to make changes immediately), HLIB will notify the Eligible Customers as soon as reasonably possible thereafter. Variations shall be communicated by e-mail or in any other manner deemed practical.

If the Eligible Customers are not satisfied with any change or variation to the Campaign or for any other reason the Eligible Customers wish to withdraw from the Campaign, the Eligible Customers may terminate their participation in the Campaign immediately by giving HLIB notice to that effect in writing, or by contacting HLIB Helpdesk Centre (contact details listed below).

5. Eligible Customers shall be responsible for any tax liability (including any Goods and Services Tax that may be payable), stamp duty or other duty or government charges in connection with the issuance and receipt of the Petrol Gift Card.
6. To the extent not prohibited by law, HLIB expressly excludes and disclaims any representations, warranties or endorsements, express or implied, in relation to any warranty of quality, merchantability or fitness for purpose in respect of any part of the Campaign or the reward items available or offered thereunder.
7. To the full extent permitted by law, HLIB's liability in relation to the Campaign or the rewards hereunder and/or any loss or damage arising therefrom is limited to supplying the equivalent value of the rewards rightfully earned, at HLIB's option. To the extent not prohibited by law, and even if HLIB has been advised of the possibility of loss or damage in advance, HLIB (i)makes no express or implied warranty or representation in connection with the rewards (including with respect to type, quality, standard or fitness for any purpose); (ii)is not liable for any loss the Eligible Customers suffer (including consequential loss) arising in connection with a reward (including a failure to provide a reward, its loss, theft or destruction);and (iii)shall not be liable for any loss the Eligible Customers suffer (including consequential loss) in connection with HLIB's negligence or our breaching a term, warranty or condition in relation to this Campaign. If HLIB or HLIB's rewards providers are liable for a breach of these terms and conditions, then, to the extent not prohibited by law, our liability will exclude any indirect or consequential loss the Eligible Customers may suffer. To the extent not prohibited by law, HLIB excludes its liability to the Eligible Customers in relation to goods and services acquired by way of the Campaign.
8. In addition to and not in derogation of the foregoing, to the extent not prohibited by law, neither HLIB nor our rewards merchants and/or agents are liable for the availability, quality or fitness for purpose of any rewards or goods or services redeemed using the Petrol Gift Card. Therefore, if the Eligible Customers have any complaints about the

Petrol Gift Card, the Eligible Customers should contact the relevant rewards merchant directly. Neither HLIB nor our agents are responsible for the failure of the rewards merchant to honour its obligations under the Campaign for any reason. The Eligible Customers' usage of the Petrol Gift Card subject to the terms imposed by the relevant rewards merchant, agent or supplier.

9. Eligible Customers agree to be bound by these terms and conditions when they first redeem the Petrol Gift Card.
10. These terms and conditions and all applicable Malaysian laws and regulations shall bind this Campaign and be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the jurisdiction of the Courts of Malaysia.
11. These terms and conditions shall be read together with the Terms and Conditions of the Trading Account(s). In the event of any inconsistency between the terms and conditions herein and the Terms & Conditions of the Trading Account(s), these terms and conditions shall prevail, in respect of the Campaign only, to the extent of such inconsistency.
12. Nothing contained in these terms and conditions nor any part of the Campaign shall be construed as an offer, recommendation or solicitation to buy or sell any securities. Eligible Customers are advised to make their own independent assessment and consult their professional advisers prior to making any trade or investment.

For more information, you may contact our HLIB Helpdesk Centre at 03-7723 3030 or email us at [Helpdesk@hlib.hongleong.com.my](mailto:Helpdesk@hlib.hongleong.com.my).