

# <u>HLeBroking Korea/Japan Tickets - Account Activation Campaign for new & existing customers ("Campaign").</u>

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

## **Prizes**

Five (5) prizes each consisting of <u>two (2) return</u> Economy Class flight tickets for Malaysia Airlines Berhad ("MH") flights to Korea or Japan ("Prize").

### **Eligibility**

- 1. Participation in this Campaign shall be <u>by invitation only</u>. Invitations to participate shall be restricted to selected individual customers ("Eligible Customers") of Hong Leong Investment Bank Berhad ("HLIB") from among those 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 and 31<sup>st</sup> March 2018; or
  - (c) Existing customers:-
    - (i) who successfully opened their Trading Accounts **between 1<sup>st</sup> April 2016** and 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 and 31**<sup>st</sup> **March 2018** (both dates inclusive).

#### Campaign Mechanism

- 1. Eligible Customers who transact or trade through HLeBroking Portal during the Campaign Period will earn one lucky draw entry for every successful matched contract performed by the Eligible Customer during the Campaign Period.
- 2. Eligible Customers earn each lucky draw entry based on their number of contracts. The following table illustrates how lucky draw entries may be earned:-

<sup>\*</sup> 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.

Example: Customer X

Date	Stock Name	Buy	Sell	Contract after	No. of Lucky Draw
		Trading value (RM)		consolidation	<b>Entries Earned</b>
02.04.18	Counter A	1,570		1 (Buy)	1
02.04.18	Counter A		1,600	1 (Sell)	1
09.04.18	Counter B	4,000		1 (Buy)	1
10.04.18	Counter C	5,000		1 (Buy)	1
10.04.18	Counter C	7,500			
10.04.18	Counter D		21,500	1 (Sell)	1

Note: HLIB reserves the right to substitute the Prize with another reward/gift as it deems necessary from time to time and no further enquiry will be entertained.

- 3. Provided the contracts' requirements are fulfilled, there is no limit to the number of lucky draw entries that an Eligible Customer may earn.
- 4. The Prize is not exchangeable or redeemable for cash or any other benefit.
- 5. Eligible Customers entitled to participate in the Campaign will receive an e-mail invitation notification (to their e-mail addresses as per HLIB's records) from HLIB. Customers must inform HLIB if there are any changes to their e-mail addresses. HLIB shall not be held liable or responsible for any delay or non-receipt of HLIB's e-mails.
- 6. 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.
- 7. Eligible Customers are responsible for checking and ensuring that their e-mail addresses are accurate, and that they are able to access their e-mail accounts 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 third party access is gained wrongfully or with permission.
- 8. Drawing of 5 (Five) Campaign Winners will be carried out after the Campaign Period by HLIB's Stockbroking Chief Operating Officer witnessed by 2 compliance officers of HLIB at a venue, date and time to be determined at the sole discretion of HLIB.
- 9. The 5 (Five) Lucky Draw Winners' particulars will be announced or uploaded onto the HLeBroking website/portal (which does not include the mobile app). The Eligible Customer's entry and participation in the Campaign shall be deemed as the Eligible Customer's express consent to the publication, processing and use of personal data.

- 10. HLIB will contact the Winners based on the information provided by the Eligible Customers and maintained in the HLIB's records. Eligible Customers shall be responsible to ensure that their contact information as notified to HLIB and maintained in the HLIB's records is accurate and current.
- 11. In order to redeem the Prize, the Winner must provide the following travel details (collectively, "Travel Details") to HLIB within five (5) days from HLIB's notification: -
  - (a) the full name and identification number of both passengers as per the passport whereby one of the passengers shall be the Winner himself/herself;
  - (b) the travelling period shall be between July and October 2018; and
  - (c) the choice of destination is either Korea or Japan where MH flies to.
- 12. HLIB will arrange for the booking and issuance of flight tickets (which does not include seat selection) after receiving the Travel Details from the Winners. HLIB shall not be responsible for any failure or delay on the part of the Winners to provide HLIB with the Travel Details. Once the travel booking is made and the flight tickets are issued, no change of date, destination or passenger is allowed. Any request for an extension of travelling period, change of seat(s) or reissuance of flight tickets for whatever reason will not be entertained.
- 13. The Winners shall be responsible to pay any and all taxes including goods and services tax, airport tax, fees and surcharges due at the time of redemption/issuance, ticketing and/or at departure.
- 14. The redemption of the Prize is strictly subject to availability. Any failure to board the redeemed flight and/or cancellation prior to departure will result in a forfeiture of the redeemed flight. Upon the forfeiture of the flight tickets, the Winner shall have no further claims whatsoever against HLIB including any claims for goods and services tax, airport tax and any fees and surcharges paid.

#### **General Terms and Conditions**

- 1. By transacting or carrying out any trade during the Campaign Period, the Eligible Customers agree:-
  - (a) to be bound by all the terms and conditions herein contained;
  - (b) 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
  - (c) to be bound by the terms and conditions issued by MH pertaining to the Prize.
- 2. Employees of HLIB are not eligible to participate in the Campaign.
- 3. HLIB shall not be liable to the Winners for any inability/failure to notify the Winners of the lucky draw results in the event that the Winners failed to provide HLIB with accurate, current and sufficient contact information.

- 4. In the event that any of the Winners is not contactable by HLIB within two (2) days from the initial attempted notification, HLIB shall be entitled, at its sole discretion to disqualify such Winner in which case the Prize or any other prizes and/or entitlements to such Winner shall be forfeited. Upon such disqualification/forfeiture, HLIB may proceed to draw a new Campaign Winner subject to the same procedure and qualifications used in the initial drawing of the Campaign Winners.
- 5. Non-compliance with any of the terms contained herein may result in disqualification from the Campaign.
- Acceptance of the Prize constitutes consent or permission to HLIB to use the Winners'
  pictures and/or name and/or other particulars and/or likeness for the purposes of
  advertising and promotion of HLIB, or otherwise, without further compensation and
  notification to the Winners and/or without further authorization being required from the
  Winners.
- 7. 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).
- 8. HLIB reserves the right to discontinue, suspend or terminate this Campaign at any time at its sole discretion with notification to the Eligible Customers 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.
- 9. 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; or (c) adding any other benefit and/or withdrawing or substituting the Prize.
- 10. 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).
- 11. 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 Prize available or offered thereunder.
- 12. To the full extent permitted by law, HLIB's liability in relation to the Campaign or the Prize hereunder and/or any loss or damage arising therefrom is limited to supplying the equivalent amount/value of the Prize 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 Prize; (ii)is not liable for any loss the Winners suffer (including consequential loss) arising in connection with the Prize (including a failure to provide the Prize, its loss, theft or destruction);and (iii)shall not be liable for any loss the Winners suffer (including consequential loss) in connection with HLIB's negligence or breach of a term, warranty or condition in relation to this Campaign. If HLIB is 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 Winners may suffer. To the extent not prohibited by law, HLIB excludes its liability to the Winners in relation to goods and services acquired by way of the Campaign.
- 13. 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.
- 14. 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.
- 15. Nothing contained in these terms and conditions nor shall any part of the Campaign 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 03-2080 8777 or email us at Helpdesk@hlib.hongleong.com.my.