

## TERMS & CONDITIONS

### HSBC Khind MC398R Multi Cooker January 2021 Acquisition Campaign

#### DEFINITION

1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad Company No.198401015221 (127776-V) and HSBC Amanah Malaysia Berhad Company No. 200801006421 (807705-X).
2. "HSBC Credit Card(s)/-i" refers to HSBC Premier World Travel Mastercard® Credit Card, HSBC Premier World Mastercard® Credit Card, HSBC Amanah Premier World Mastercard® Credit Card-i, HSBC Visa Signature Credit Card, HSBC Platinum Credit Card and HSBC Amanah MPower Platinum Credit Card-i issued by the Bank.
3. "Eligible Participants", "You", "Your" refers to all persons above 18 years excluding the following categories of persons:
  - a. Primary cardholder of an existing and valid HSBC credit card(s)/-i;
  - b. HSBC staff with or without existing HSBC credit card(s)/-i;
  - c. Cardholder(s) who have cancelled his/her HSBC credit card(s)/-i within six (6) months prior to the date of application for any new HSBC credit card/-i under this Campaign;
  - d. Cardholder(s) of invalid or cancelled HSBC credit card(s)/-i and/or whose accounts are delinquent within Our definition during the Campaign Period;
  - e. Cardholder(s) of company and/or corporate HSBC credit card(s)/-i; and
  - f. Cardholder(s) who are participating in any other concurrent HSBC credit card(s)/-i sign-up promotions via any channels (either by HSBC or authorized third parties), except the HSBC/HSBC Amanah RM25 Cash Back Acquisition Promotion.
4. "Campaign" refers to HSBC Khind MC398R Multi Cooker January 2021 Acquisition Campaign.
5. "Sign-Up Period" refers to the period from 7<sup>th</sup> January 2021 to 31<sup>st</sup> March 2021 (both dates inclusive) for You to apply for a primary HSBC credit card(s)/-i through Our website ([https://sp.hsbc.com.my/cc-apply-online/credit-card-application?gift\\_type=khind](https://sp.hsbc.com.my/cc-apply-online/credit-card-application?gift_type=khind)).
6. "Welcome Period" means 60 days from the date of Your primary HSBC credit card(s)/-i welcome letter.
7. "Campaign Period" refers to Sign-Up Period and Welcome Period collectively.
8. "Participation Criteria" refers to conditions in which You must perform in order to participate in the Campaign, defined in Clause 12 below.
9. "Eligible Spend" are spend transactions as defined in Clause 13 below.
10. "Quasi Cash" refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets which correspond with Merchant Category Code 6050 and 6051.
11. "Gift" refers to one (1) unit of Khind MC398R Multi Cooker.

## PARTICIPATION CRITERIA

12. To participate, You must, during Campaign Period:
- Be an Eligible Participant;
  - Apply for a primary HSBC credit card(s)/-i and **complete** the application, including submitting the necessary income documents through Our website ([https://sp.hsbc.com.my/cc-apply-online/credit-card-application?gift\\_type=khind](https://sp.hsbc.com.my/cc-apply-online/credit-card-application?gift_type=khind));
  - Call to activate Your newly approved primary HSBC credit card(s)/-i and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
  - Spend a minimum of RM2,000 (or equivalent in foreign currency) on Eligible Spend (in single/cumulative receipts) within the Welcome Period.
13. Eligible Spend are spend transactions charged to Your primary and supplementary HSBC credit card(s)/-i account (single or cumulative receipt), and:
- includes:** local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
  - excludes:** Fees and charges per Our Tariff and Charges, Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet(s) that enables cash-out or transfers to bank account (example of such e-wallets are BigPay and Boost App. This list is not exhaustive and may subject to change from time to time).
14. Subject to the terms and conditions of this Campaign, You stand a chance to receive only one (1) unit of the Gift upon fulfilment of the Participation Criteria, on a first come first served basis, subject to maximum **400** units throughout Campaign Period.

## GIFT TERMS AND CONDITIONS & FULFILLMENT

15. The following terms and conditions apply to the Gift:
- The Gift is given on an “As Is” basis;
  - The Gift is not transferable and cannot be exchanged for cash, credit or in kind;
  - We will not entertain any requests to deliver the Gift to a third party;
  - The Winners under this Campaign will be notified via SMS within twelve (12) to sixteen (16) weeks after the Campaign Period. The SMS(s) will be sent to the contact details of the Winners maintained in HSBC’s records;
  - If You win, the Gift will be delivered within twelve (12) to sixteen (16) weeks after the Campaign Period;
  - We may process Your information, for purposes as provided for in Our Notice to Customers relating to the Personal Data Protection Act 2010 (the “Notice”) and Our Universal Terms and Conditions and disclose pertinent information to the fulfilment agency to facilitate delivery of the Gift to the Winners. A copy of the Notice can also be downloaded from <https://www.hsbc.com.my/>;
  - We reserve the right to substitute the Gift with any other item of similar value at any time with three (3) days prior notice;

- h. We reserve the right, at Our sole discretion, to provide the Khind MC398R Multi Cooker in any colour that is available;
- i. We will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Gift under this Campaign;
- j. Any loss or damage to the Gift is passed on to You upon delivery of the Gift;
- k. Any query and/or dispute on the usage of the Gift must be directed to, and resolved directly with KHIND.

## **GENERAL TERMS & CONDITIONS**

- 16. At the time of Gift fulfilment, the primary HSBC Credit Card(s)/-i must be PIN activated and must not be delinquent, closed, and/or invalid, dormant or cancelled within Our definition, otherwise You will be disqualified from receiving the Gift from this Campaign.
- 17. HSBC reserves the right to amend, delete or add to any of these Terms & Conditions with 3 days' prior notice and such amended Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 18. We may use any of the following modes to communicate notices in relation to this Campaign to You:
  - a. individual notice (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in Our records;
  - b. press advertisements;
  - c. notice in Your credit card statement(s);
  - d. display at Our business premises; or
  - e. notice on Our internet website(s);

where such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

- 19. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulates the provision of credit card/-i facilities by the Bank ("UTC"). The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions and the UTC, these terms and conditions shall prevail in relation to this Campaign.
- 20. We reserve the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by Us of this Campaign shall not entitle You to any claim or compensation against Us for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.

21. We shall not be responsible for any loss or damage arising from or in connection to this Campaign save and except for Your loss or damage suffered or incurred as a direct result of Our gross negligence.
22. We shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond Our reasonable control.
23. You shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Campaign. Our decision on all matters relating to this Campaign shall be final and binding.
24. By participating in this Campaign, You agree to be bound by these Terms and Conditions and the decisions of HSBC.