# **TERMS & CONDITIONS**

HSBC and iTworld Digital Card Acquisition 2022 Campaign ("this Promotion")

 HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) is referred to as "HSBC Amanah", both collectively referred to as "HSBC". Under this promotion HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "HSBC credit card/-i (s)".

#### PROMOTION PERIOD

- 2. This Promotion shall run from 4 July 2022 until 31 December 2022, both dates inclusive ("Sign-Up Period").
- 3. **"Welcome Period"** is a period within <u>sixty (60) days from the date of the welcome letter issued by HSBC for your new Participating HSBC Credit Card/-i(s) ("**Welcome Period**"); and</u>

(collectively known as the "Promotion Period")

#### **ELIGIBILITY**

- 4. This Promotion is open to new HSBC customers and existing HSBC customers who do not have a primary HSBC Credit Card/-i(s) and apply for any one of the following primary HSBC Credit Card/-i(s) during the Sign-Up Period in accordance with the terms & conditions of this Promotion:
  - i. HSBC Bank Credit Card(s): HSBC Visa Signature, HSBC Visa/MasterCard Platinum; and
  - ii. HSBC Amanah Credit Card-i(s): HSBC Amanah MPower Platinum Credit Card-i

(collectively known as the "Participating HSBC Credit Card/-i(s)").

- 5. The following categories of persons are <u>not eligible</u> to participate in this Promotion:
  - Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to the date of application for any Participating HSBC Credit Card/-i(s) under this Promotion;
  - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Sign-Up Period;
  - iii. Existing HSBC Primary HSBC Credit Card/-i(s) Cardholder(s);
  - iv. HSBC staff with or without existing Primary HSBC Credit Card/-i(s)
  - v. Cardholder(s) of company and/or corporate HSBC Credit Card/-i (s); and

(hereinafter collectively referred to as the "Eligible Cardholders").

For the purposes of this Promotion's terms and conditions:

"Existing HSBC customer" means a customer who currently has an existing HSBC or HSBC Amanah banking product with no HSBC Credit Card/-i(s) account during the Sign-Up Period.

"Existing HSBC Primary HSBC Credit Card/-i(s) Cardholder" means a customer who has an existing primary HSBC Credit Card/-i(s) during the Sign-Up Period.

# **PARTICIPATION CRITERIA**

- 6. In order to participate in this Promotion, Eligible Cardholders must perform the following participation criteria ("Participation Criteria") during the Promotion Period:
  - a. Apply for a Participating HSBC Credit Card/-i(s) and <u>complete</u> the application, including submitting the necessary income documents through HSBC website by clicking on the https://sp.hsbc.com.my/cc-apply-online/itworld?hidden field.mktcode=PTNR ITWD 5VOC&cid=HBMY:jo:A0:CC::2203:003:PTNRITWD;
  - b. Call to activate the newly approved Participating HSBC Credit Card/-i(s) and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
  - c. Use the Participating HSBC Credit Card/-i(s) on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table below;
  - d. Spend at least ten (10) transactions with his/her newly approved primary and/or supplementary (if any) Participating HSBC Credit Card/-i(s) on Eligible Spend within the Welcome Period, in accordance with the Eligibility Criteria set out in the Table below.

#### **ELIGIBLE SPEND**

- 7. Eligible Spend are spend transactions charged to Eligible Cardholders' primary and supplementary Participating HSBC Credit Card/-i(s) account in a single or cumulative receipt, and:
  - includes: local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
  - b. <u>excludes:</u> Fees and charges per Our Tariff and Charges, Cash Advance, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP), and/or Quasi Cash.

(the "Eligible Spend").

# **PROMOTION OFFER**

#### Table:

Promotion Offer <i>"Gift"</i>	Eligibility Criteria	Maximum Units
RM 500 iTworld Vouchers	Spend ten (10) transactions (no minimum amount) on Eligible Spend within the Welcome Period	1000 units

- 8. Each Eligible Cardholder who meet the Participation Criteria and Eligible Spend is entitled to receive one (1) unit of Gift only regardless of the number of Participating HSBC Credit Card/-i(s) approved under this Promotion.
- This Promotion has a maximum capping of a total of 1000 units of RM500 iTworld Vouchers to be given out on a firstcome-first-serve basis.

# **PROMOTION OFFER TERMS AND CONDITIONS & FULFILLMENT**

- 10. Eligible Cardholders will receive one (1) allocated Unique ID notified via SMS within eight (8) to twelve (12) weeks after the Promotion Period. Eligible Cardholders shall visit the website of our gift fulfilment agency, Tri-E Marketing Sdn Bhd, at the link provided in the SMS to redeem the Gift using the allocated Unique ID and the last 6-digit of the credit card number:
- 11. The Gift will be delivered to Eligible Cardholder's address provided in the redemption link within four (4) to eight (8) weeks upon successful redemption of the Gift and fulfilment of all terms and conditions listed herein;
- 12. The Gift is applicable for one (1) time redemption only per voucher. The validity of the Gift is for a period of six (6) months from the date of receiving the SMS and any unutilised Gift that has expired will not be replaced by HSBC;
- 13. The Gift is not transferable and cannot be exchanged for cash, credit or in kind;
- 14. HSBC will not entertain any requests to deliver the Gift to a third party;
- 15. HSBC may process Eligible Cardholders information, for purposes as provided for in HSBC Notice to Customers relating to the Personal Data Protection Act 2010 (the "Notice") and HSBC Universal Terms and Conditions and disclose pertinent information to the fulfilment agency to facilitate delivery of the Gift to Eligible Cardholders. A copy of the Notice can also be downloaded from https://www.hsbc.com.my/privacy-and-security/;
- 16. HSBC reserves the right to substitute the Gift with any other item of similar value at any time with three (3) days' prior notice;
- 17. Any loss or damage to the Gift is passed on to Eligible Cardholders upon delivery of the Gift.

### **GENERAL TERMS & CONDITIONS**

- 18. At the time of Gift fulfilment, Eligible Cardholder's Participating HSBC Credit Card/-i(s) must be PIN activated and must not be delinquent, closed, and/or invalid, dormant or cancelled within HSBC definition, otherwise Eligible Cardholders will be disqualified from receiving the Gift from this Promotion.
- 19. iTworld is not a sponsor of this Promotion. The trade name and logo of this company are trademarks belonging to SNS Network (M) Sdn Bhd. We are not in any way endorsing, sanctioning, approving or supporting the use of any brand or merchandise sold by iTworld. Any query and/or dispute on the usage of the Gift must be directed to, and resolved directly with iTworld.
- 20. HSBC reserves the right to amend, delete or add to any of the terms in this 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 this Promotion.

- 21. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholders:
  - a. individual notice (whether by written notice or via electronic means) sent to Eligible Cardholders latest address/email address as maintained in HSBC records;
  - b. press advertisements;
  - c. notice in Eligible Cardholders credit card statement(s);
  - d. display at HSBC business premises; or
  - e. notice on HSBC 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.

- 22. This 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 HSBC Credit Card/-i facilities by HSBC. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between this Terms & Conditions and the UTCs, this Terms & Conditions shall prevail in relation to this Promotion.
- 23. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle Eligible Cardholders to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by Eligible Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.
- 24. HSBC shall not be responsible for any loss or damage arising from or in connection to this Promotion save and except for Eligible Cardholders' loss or damage suffered or incurred as a direct result of HSBC's gross negligence.
- 25. HSBC 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 events beyond HSBC's reasonable control.
- 26. Eligible Cardholders 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 Promotion.
- 27. HSBC decision on all matters relating to this Promotion shall be final and binding.