

TERMS & CONDITIONS

2022 HSBC JBL Headset Digital Credit Card Campaign (“Promotion”)

PROMOTION PERIOD

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) (“**HSBC Bank**”) and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) (“**HSBC Amanah**”) (collectively as “**HSBC**”).
2. “**Promotion Period**”:
 - a. runs from **14 November 2022 to 31 December 2022**, both dates inclusive (“**Sign-Up Period**”) for customer to apply for a primary HSBC Bank Credit Card or HSBC Amanah Credit Card-i (collectively as “**HSBC Credit Card/-i(s)**”); and
 - b. “**Welcome Period**” is 60 days from the date of HSBC welcome letter for the new HSBC Credit Card/-i(s).

PARTICIPATION & ELIGIBILITY

3. This Promotion is open to HSBC Premier customers who apply at least one of the following primary Participating HSBC Credit Card/-i(s) as set out in Table 1 below (“**Eligible Cardholders**”) for the first time during the Sign-Up Period.

Table 1: Participating HSBC Credit Card/-i(s)

HSBC Bank Credit Card	<ul style="list-style-type: none">• HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card
HSBC Amanah Credit Card-i	<ul style="list-style-type: none">• HSBC Amanah Premier World MasterCard Credit Card-i

4. The following categories of persons are not eligible to participate in this Promotion:
 - a. Cardholder(s) who are existing primary cardholders of any of the HSBC Credit Card/-i(s);
 - b. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to this Promotion;
 - c. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent at any time during the Promotion Period;
 - d. Permanent and/or contract employees of HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad; and
 - e. Cardholder(s) who are participating in any other concurrent HSBC Credit Card/-i(s) sign-up promotions via any channels either by HSBC or authorized third parties.
5. Eligible Cardholder whose primary HSBC Credit Card/-i(s) are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Promotion Period or at the time of fulfillment of the rewards will not be eligible to join and/or receive any rewards under this Promotion.
6. Eligible Cardholders who participate in this Promotion are entitled to participate in the 2022 HSBC Online Voucher and Cashback Acquisition Promotion concurrently subject to the terms and conditions set out in 2022 HSBC Online Voucher and Cashback Acquisition Promotion Terms and Conditions.

PROMOTION MECHANICS

7. In order to participate in this Promotion, Eligible Cardholders must perform the following during the Promotion Period (“**Participation Criteria**”):
 - a. Apply for a Participating HSBC Credit Card/-i(s) and complete the application together with the necessary income documents through HSBC website at <https://sp.hsbc.com.my/cc-apply-online/premier> within the Sign-Up Period.
 - 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 HSBC welcome letter;

- c. Use the Participating HSBC Credit Card/-i(s) on Eligible Spend (as per Clause 8 below) within Welcome Period in accordance with the Eligibility Criteria as set out in Table 1 below.

Table 1: Promotion Eligibility Criteria

Promotion Offer ("Gift")	Eligibility Criteria	Total Allocation Units
JBL Tune-750BTNC Bluetooth Wireless Headphone	Spend a minimum cumulative amount of RM2000 via ten (10) Eligible Spend transactions within the Welcome Period	Offer is capped for first 100 customers

8. "Eligible Spend" for this Promotion are those that are charged to Eligible Cardholders' primary and supplementary Participating HSBC Credit Card/-i(s) (single or cumulative receipt), and
- includes:** local and overseas retail transactions (including online transactions), standing instructions/auto-billing, e-Wallet(s) top up and insurance/takaful payment; and
 - excludes:** Fees and charges per our Tariff and Charges, Cash Advance, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP), Quasi Cash and/or transactions that enables cash-out or transfers to bank account.
9. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in HSBC's system throughout the Promotion Period.
10. Eligible Cardholders who meet the Participation Criteria and the Promotion Eligible Criteria as set out in Table 1 above stand to receive one (1) unit of JBL Tune-750BTNC Bluetooth Wireless Headphone ("Gift").
11. Each Eligible Cardholder is entitled to receive maximum one (1) unit of the Gift only regardless of the number of Participating HSBC Credit Card/-i(s) approved under this Promotion, on a first-come, first served basis, subject to availability throughout the Promotion Period and subject to the terms and conditions of this Promotion.
12. The total allocation of Gift to be given out under this Promotion is capped at maximum **100** units to the first 100 Eligible Cardholders throughout the Promotion Period.
13. The Gift will be couriered within sixteen (16) weeks to the Eligible Cardholder's address in our records by HSBC's fulfilment agency, Tri-E Marketing Sdn Bhd, and upon fulfilment of all terms and conditions listed herein.
14. The Gift is not transferable and cannot be exchanged for cash, credit or in kind.
15. We reserve the right to substitute the Gift with any other item of similar value at any time with 3 days' prior notice to you.
16. We reserve the right to provide the Gift in any color that is available.
17. Any loss or damage to the Gift is passed on to you upon delivery of the Gift.
18. We will not be held liable for any mishaps, injuries or accidents that may occur during delivery or usage of the Gift under this Campaign.
19. To the fullest extent permitted by law, we expressly exclude and disclaim any representations, warranties, or endorsement, express or implied, written, or oral, including but not limited to, any warranty of quality, merchantability, or fitness for a particular purpose in rest of the Gift.
20. HSBC will not entertain any requests to deliver the Gift to a third party.

21. HSBC may disclose pertinent information to the fulfilment agency to facilitate delivery of the Gift to Eligible Cardholders.
22. The Gift does not include any accessories or items that are shown in the leaflet or website or any marketing materials, as they are for illustration purposes only.
23. Any query and/or dispute on the usage of the Gift must be directed to and resolve directly with JBL by Harman Malaysia. JBL by Harman is not a sponsor of this Promotion. The trade name and logo of this company are trademarks belonging to JBL by Harman. We are not in any way endorsing, sanctioning, approving, or supporting the use of any brand or merchandise sold by JBL by Harman. Any query and/or dispute on the usage of the Gift must be directed to and be resolved directly with JBL by Harman.

GENERAL TERMS & CONDITIONS

24. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
25. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC internet website(s);

such notices shall be deemed to be effective on and from the 4th day after its delivery.
26. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Promotion. In the event of inconsistency, this terms shall prevail in relation to this Promotion.
27. The below terms also apply:
 - (i) HSBC and HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at www.hsbc.com.my and www.hsbcamanah.com.my;
 - (ii) HSBC and HSBC Amanah Cardholder Agreements;
 - (iii) 2022 HSBC Online Voucher and Cashback Acquisition Promotion which are available at <https://sp.hsbc.com.my/cc-apply-online/pdfs/linked/terms-and-conditions-hsbc-2022-online-voucher-cashback-acquisition.pdf>.
 - (iv) HSBC's Notice Relating to the Personal Data Protection Act 2010.
28. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
29. The Eligible Cardholder shall be responsible for any applicable taxes.
30. HSBC's decision on all matters relating to this Promotion shall be final and binding.