

TERMS & CONDITIONS

HSBC Year End RM800 Shopee eVoucher 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 Mastercard Credit Card, HSBC Platinum Visa Credit Card and HSBC Amanah MPower Platinum Credit Card-i issued by the Bank..
3. "Eligible Participant(s)", "You", "Your" refers to all persons who apply for a primary HSBC credit card(s)/-i during the Sign-Up Period **excluding** the following categories of persons:
 - a. Existing primary cardholder(s) of a 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 Year End RM800 Shopee eVoucher Acquisition Campaign.
5. "Sign-Up Period" refers to the period from 17th November 2021 to 31st December 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=shopee800.
6. "Welcome Period" means 60 days from the date of Your primary HSBC credit card(s)/-i welcome letter sent by Us to Your address in Our records.
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 the RM800 Shopee eVoucher.

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=shopee800;
 - 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 at least ten (10) transactions (no minimum amount) with Your newly approved HSBC credit card(s)/-i on Eligible Spend 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 Instalment (BTI), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet(s) top up and/or transactions that enables cash-out or transfers to bank account. Example of such e-wallets are BigPay, Touch 'n Go 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 maximum one (1) unit of the Gift upon fulfilment of the Participation Criteria, notwithstanding that You may apply for more than one HSBC credit card(s)/-i during the Sign-Up Period.

GIFT TERMS AND CONDITIONS & FULFILLMENT

15. The Gift will be delivered in the form of a unique code via email to Your email address maintained in HSBC's record. You shall key-in the unique code in the "Promo Code" box on Shopee's mobile app prior to completing Your transaction in order to redeem the Gift.
16. The Gift will be delivered within eight (8) to twelve (12) weeks after the Campaign Period.
17. The Gift is applicable for one (1) time redemption only. Expiry date of the Gift will be stated in the redemption email sent by Our above said gift fulfilment agency to You and any unutilised Gift that has expired will not be replaced by Us.
18. The Gift cannot be exchanged for cash or credit. We will not entertain any requests to deliver the Gift to a third party.
19. The Gift can only be used on SHOPEE with an HSBC credit card(s)/-i.

20. The Gift is only applicable on Shopee's mobile app; is subjected to the terms and conditions of SHOPEE and the participating merchant, and is not valid in conjunction with any other vouchers, offer or promotions. The Gift cannot be combined and accumulated.

GENERAL TERMS & CONDITIONS

21. At the time of Gift fulfilment, Your 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.
22. Shopee is not participants in or sponsors of this Campaign. We are not in any way endorsing, sanctioning, approving or supporting the use of any brand or merchandise sold by Shopee. Any query and/or dispute on the usage of the Gift must be directed to, and resolved directly with Shopee respectively.
23. We reserve 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.
24. 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 4th 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 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

25. 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. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these terms and conditions shall prevail in relation to this Campaign.
26. 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.
27. 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.

28. 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.
29. 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.