

TERMS & CONDITIONS

HSBC Zalora Acquisition Promotion (RM250 Zalora Store Credit) ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as "HSBC Amanah".

THE PROMOTION PERIOD

2. The Promotion will run from 20 January 2016 to 31 December 2016, both dates inclusive ("Promotion Period").

ELIGIBILITY

3. Subject to Clause 4 hereunder, the Promotion is open to any individual who is a Malaysian resident who, during the Promotion Period, applies for any one or more of the following primary HSBC Credit Cards:
 - a. **HSBC Bank Credit Cards:** HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Reward Credit Card issued by HSBC Bank; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah Advance Visa Platinum Credit Card-i, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Amanah MPower Visa Credit Card-i issued by HSBC Amanah;

(hereinafter referred to as the "**Participating HSBC Bank/HSBC Amanah Credit Cards/-i**").

4. The following categories of persons shall not be eligible to participate in the Promotion:
 - a. Holders(s) who had cancelled his/her HSBC Credit Card(s) within three (3) months before the date of application and is applying or re-applying for any Participating HSBC Bank/HSBC Amanah Credit Cards/-i under the Promotion;
 - b. Cardholder(s) who applied for a primary HSBC Bank/HSBC Amanah Credit Cards/-i in the past 6-months;
 - c. Cardholder(s) who have participated or are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah; and/or
 - d. Holder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah's definition at any time during the Promotion Period; and/or
 - e. Holder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i.

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

PARTICIPATION CRITERIA & OFFER

5. Eligible Cardholders must during the Promotion Period:-
 - a. Apply for any Participating HSBC Bank/HSBC Amanah Credit Card/-i on HSBC Bank's website (<http://www.hsbc.com.my/zalora>);
 - b. Activate his/her newly approved Participating HSBC Bank/HSBC Amanah Credit Card/-i according to activation steps in the Welcome Letter within the Promotion Period; and
 - c. After activation, use their Participating HSBC Bank/HSBC Amanah Credit Cards/-i at least one (1) time during the Promotion Period.
6. On satisfaction of clause 5 above, the Eligible Cardholder will receive RM250 Zalora Store Credit.
7. Each Eligible Cardholder is entitled to receive a maximum of one (1) unit of RM250 Zalora Store Credit for each approved Participating HSBC Bank/HSBC Amanah Credit Card/-i.

TERMS & CONDITIONS FOR RM250 ZALORA STORE CREDIT & FULFILMENT CONDITIONS

8. At the time of fulfillment of RM250 Zalora Store Credit, the primary Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account(s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC Bank's/HSBC Amanah's definition, otherwise they will be disqualified from participating or receiving the RM250 Zalora Store Credit under this Promotion.
9. The RM250 Zalora Store Credit cannot be exchanged for cash or credit.
10. A unique code will be generated for the RM250 Zalora Store Credit and this unique code will be sent within four (4) to eight (8) weeks on satisfaction of clause 5 above to the Eligible Cardholder's email address or mobile phone number maintained in HSBC Bank's/HSBC Amanah's records, with instructions on how to redeem the RM250 Zalora Store Credit.
11. To the fullest extent permitted by law, HSBC Bank/HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness of the RM250 Zalora Store Credit for a particular purpose.
12. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use or the Zalora website or any brand or merchandise sold thereon. Any query and/or dispute on purchase or usage of the merchandise purchased from the Zalora website must be directed to, and resolved with Zalora.
13. The validity of the RM250 Zalora Store Credit is for a period of twelve (12) months from the date of claiming the RM250 Zalora Store Credit from Zalora website.

GENERAL TERMS & CONDITIONS

14. HSBC Bank / HSBC Amanah reserve the right to publish or display the name, picture and city of residence of the Eligible Cardholders who have been selected to receive the RM250 Zalora Store Credit for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC Bank / HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
15. HSBC Bank / HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the RM250 Zalora Store Credit received under this Promotion.
16. HSBC Bank / HSBC Amanah reserve the right to substitute the RM250 Zalora Store Credit with any other item of similar value at any time with 3 days prior notice.
17. HSBC Bank / HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
18. HSBC Bank / HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC Bank's / HSBC Amanah's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC Bank / HSBC Amanah's 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.
19. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Bank and HSBC Amanah. The UTCs are available at www.hsb.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 insofar as they apply to this Promotion.
20. HSBC Bank / HSBC Amanah shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Bank/HSBC Amanah.

21. HSBC Bank / HSBC Amanah 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 HSBC Bank / HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Bank / HSBC Amanah for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
22. HSBC Bank and HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's or HSBC Amanah's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Bank or HSBC Amanah have been advised of the possibility of such loss or damage.
23. The Eligible Cardholder 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.
24. HSBC Bank's / HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the RM250 Zalora Store Credit recipients for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
25. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank / HSBC Amanah.