### **TERMS & CONDITIONS**

# HSBC AMANAH PERSONAL FINANCING-i 30K AIRASIA BIG POINTS PROMOTION ("Promotion")

HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as "HSBC Amanah".

#### THE PROMOTION PERIOD

 The Promotion will run from 15 December 2015 to 31 March 2016, both dates inclusive ("Promotion Period").

# **ELIGIBILITY**

- 3. The Promotion is open to any individual who is a Malaysian resident and a member of AirAsia BIG Loyalty Programme, and who during the Promotion Period:
  - a. apply for HSBC Amanah Personal Financing-i ("APF-i") and submit all required income documents to HSBC Amanah during the Promotion Period; and
  - has his/her APF-i application (which is subject to HSBC Amanah's credit evaluation) approved by HSBC Amanah within the Promotion Period at a minimum approved financing amount of RM20,000;
    - an "Eligible Customer".

# **PARTICIPATION CRITERIA**

- 4. Eligible Customer must during the Promotion Period:
  - a. apply for HSBC Amanah Personal Financing-i through this link
     https://sp.hsbc.com.my/airasiabig and submit all required income documents to HSBC

    Amanah during the Promotion Period; and
  - has his/her APF-i application (which is subject to HSBC Amanah's credit evaluation) approved by HSBC Amanah within the Promotion Period at a minimum approved financing amount of RM20,000;
  - c. has his/her approved APF-i financing amount (minimum RM20,000) credited into his/her deposit account;
    - a "Qualified Customer".
- 5. On satisfaction of clause 4 above, the Qualified Customer will receive 30,000 AirAsia BIG Points.
- Each Qualified Customer is entitled to receive a maximum of 30,000 AirAsia BIG Points under this Promotion.

# **FULFILMENT CONDITIONS FOR THE 30,000 AIRASIA BIG POINTS**

- 7. At the time of fulfilment of the 30,000 AirAsia BIG Points, the Qualified Customer's APF-i facility must be:
  - i) subsisting, valid and active, i.e. there is no early settlement within eight (8) weeks of disbursement of the financing; and
  - ii) no event of default has occurred or in HSBC Amanah's opinion, is likely to occur;

otherwise the Qualified Customer(s) shall be disqualified from receiving the AirAsia BIG Points.

- 8. The AirAsia Big Points cannot be exchanged for credit or in kind.
- 9. HSBC Amanah will not entertain any request from a Qualified Customer to give or pass on the AirAsia BIG Points to a third party's AirAsia BIG Loyalty Programme account.
- 10. A unique link will be generated for the Qualified Customer to claim the 30,000 AirAsia BIG Points. This unique link will be sent within four (4) to eight (8) weeks on satisfaction of clause 4 above to the Qualified Customer's email address or mobile phone number maintained in HSBC Amanah's records, with instructions on how to redeem the 30,000 AirAsia BIG Points.
- 11. To the fullest extent permitted by law, 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 30,000 AirAsia BIG Points for a particular purpose.
- 12. HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of AirAsia Big Points. Any query and/or dispute on the redemption or usage of the AirAsia BIG Points must be directed to, and resolved with AirAsia BIG.
- 13. The validity of the 30,000 AirAsia Big Points is for a period of twelve (12) months from the date of redemption of the 30,000 AirAsia BIG Points.

# **GENERAL TERMS & CONDITIONS**

- 14. HSBC Amanah reserve the right to publish or display the name, picture and city of residence of the Eligible Customers who have been selected to receive the 30,000 AirAsia BIG Points for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Customers hereby consent to and agree that HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
- 15. HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage or redemption of the 30,000 AirAsia BIG Points or any travel, stay or merchandise redeemed with the 30,000 AirAsia BIG Points received under this Promotion.
- 16. HSBC Amanah reserve the right to substitute the 30,000 AirAsia BIG Points with any other item of similar value at any time with 3 days prior notice.

- 17. 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 Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer:
  - a. individual notice to the Eligible Customer(whether by written notice or via electronic means) sent to the Eligible Customer's latest address/email address as maintained in the HSBC Amanah's records;
  - b. press advertisements;
  - c. notice in the Eligible Customer's personal financing-i statement(s) or consolidated deposit account statement(s);
  - d. display at its business premises; or
  - e. notice on 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 existing respective terms and conditions which regulate the provision of the products referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product terms and conditions, these terms and conditions shall prevail in relation to this Promotion.

The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available as follows:

- (a) Universal Terms & Conditions of HSBC Amanah available at www.hsbcamanah.com.my are:
  - (i) Generic Terms & Conditions;
  - (ii) Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;
  - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management;
  - (iv) Cardholder Agreement; and
- (b) Terms and Conditions for HSBC Amanah Personal Financing-i.
- 20. 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 Amanah.
- 21. HSBC Amanah 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 Amanah of this Promotion shall not entitle the Eligible Customer to any claim or compensation against HSBC Amanah for any and all losses or damages suffered or incurred by the Eligible Customer as a direct or indirect result of the act of cancellation, termination or suspension.
- 22. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of 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 Amanah have been advised of

the possibility of such loss or damage.

- 23. The Eligible Customer 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 Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the 30,000 AirAsia BIG Points recipients for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Customers who participate in this Promotion and no correspondence will be entertained.
- 25. By participating in this Promotion, the Eligible Customer agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.