

HSBC Premier Dual Offer 2017 Promotion – Phase 3 (“Promotion”) Terms and Conditions

HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as “**HSBC Bank**” and HSBC Amanah Malaysia Bhd (Company No. 807705-X) will be referred to as “**HSBC Amanah**”.

1. This Promotion by HSBC Bank is from 20 July 2017 until 30 September 2017 (“**Promotion Period**”), both dates inclusive. The Term Deposit-i (“**TD-i**”) is a product of HSBC Amanah. For clarity, the products and proposition included in this Promotion are as follows:-
 - a) HSBC Premier by HSBC Bank;
 - b) HSBC Amanah Term Deposit-i Standard Scheme (“**TD-i**”) (Eligible for protection by PIDM) by HSBC Amanah;
 - c) Unit trust funds that are distributed by HSBC Bank, except for Unit trust funds sold without a front end load or Bond Funds with Front End Load below 1.00% (“**UT Funds**”); and
 - d) Structured Investments except Dual-Currency Investment and European Digital Structured Investment (“**SI**”) / Floating Rate Negotiable Instrument of Deposit (“**FRNiD**”).

The products in Clauses 1(c) and 1 (d) are referred to as “**Wealth Products**”.

2. Customers who may participate in this Promotion are stated in Table A below, excluding customers specified in Clause 3 (the “**Eligible Customer(s)**”):

TABLE A

	Offer A - 6% p.a. Term Deposit-i and Investment Bundle Offer	Offer B - 4.18%p.a. Pure Term Deposit-i Offer
<p><u>New Premier Customers under the following categories:</u></p> <p>a) New to Bank;</p> <p>b) HSBC Bank / HSBC Amanah Credit Cardholders who</p> <ol style="list-style-type: none"> i. Do not hold any other product with HSBC Bank / HSBC Amanah; and ii. Received an invitation email or SMS from HSBC Bank / HSBC Amanah 	<u>Eligible</u>	<u>Eligible</u>
<p><u>Existing HSBC Bank customers</u> who upgrade to HSBC Premier status, by opening an “HSBC Premier Account” during the Promotion Period</p>	<u>Eligible</u>	<u>NOT Eligible</u>
<p><u>Existing HSBC Premier customers</u> who are within the first six (6) months from the date of opening their “HSBC Premier Account” (Eligible for protection by PIDM), who meet the minimum Total Relationship Balance (“TRB¹”) of MYR200,000 on the day of participating in this Promotion</p>	<u>Eligible</u>	<u>NOT Eligible</u>

¹ TRB denotes products of any combination of deposits and/or wealth management products through HSBC Bank and/or HSBC Amanah such as Deposits in Current Account/-i, Savings Account/-i, Time Deposits, Term Deposits-i, Investments in Unit Trust funds/Shariah-compliant Unit Trust funds, Structured Investments/-i, Dual Currency Investments/-i and/or Direct Retail bonds, cash value from Family Takaful/Life Insurance products with investment-linked and savings components. If the average monthly TRB drops below MYR200,000, a monthly fee of MYR150 is payable for the HSBC Premier Account

3. Customers who may **not** participate in this Promotion are:-
- Non-individuals or corporate customers;
 - Customers who have previously participated in the earlier HSBC Premier Dual Offer 2017 Promotion (1 January 2017 until 30 June 2017) and have invested up to the maximum amount of MYR500,000; and
 - Non-HSBC Premier.
4. Under this Promotion, Eligible Customer(s) are entitled to take-up both Offer A and Offer B which are particularised in Table C, subject to them meeting the requirements for the respective offers as stated in Table B:

TABLE B:

Offer A - 6% p.a. Term Deposit-i (TD-i) and Investment Bundle Offer	Offer B - 4.18%p.a. Pure Term Deposit-i (TD-i) Offer
Eligible Customers must open an "HSBC Premier Account" and invest in Wealth Product(s) on the same day as the TD-i placement	Eligible Customers must open an "HSBC Premier Account" and meet the minimum Total Relationship Balance of MYR200,000 on the day of participating in this Promotion, of which an amount may be deposited under the promotional TD-i rate up to MYR200,000 (minimum deposit amount of MYR100,000 for a single placement)
Each TD-i placement under this Promotion must consist of Fresh Funds for a minimum single placement of MYR50,000 for each HSBC Premier relationship.	Each TD-i placement must consist of Fresh Funds and be a minimum of MYR100,000 up to a maximum total of MYR200,000 for each HSBC Premier customer and all placements made on the same day.
TD-i placement amount must be equivalent to or lower than the Eligible Customer's investment in the Wealth Product(s).	Eligible Customers must apply for a "HSBC Premier World MasterCard Credit Card or HSBC Premier World Travel MasterCard Credit Card"

TABLE C:

	TD-i placement amounts (Fresh Funds only) during Promotion Period	Amount Invested In Wealth Products during Promotion Period	Special TD-i Profit Rate (per annum)	Tenure TD-i	Maximum Ratio Allowed (TD-i : Wealth Product)
Offer A - 6%p.a. Term Deposit-i and Investment Bundle Offer	Each TD-i placement must be a minimum of MYR50,000	Investment amount in Wealth Product(s), must be <u>at least equivalent or twice to</u> TD-i placement amount on same day, subject to a minimum of MYR50,000	6.00% p.a.	6 Months	1:1 for each placement with Equity/Mixed Asset Funds OR 1:2 for each placement with Bond Funds or Structured Investment
Offer B - 4.18%p.a. Pure Term Deposit-i Offer	Each TD-i placement must be a minimum of MYR100,000 up to a maximum <u>total</u> of MYR200,000	<i>No investment required</i>	4.18% p.a.	6 Months	<i>No investment required</i>

Example 1: An Eligible Customer who selects **Offer A**, decides to invest MYR100,000 in **UT (Equity / Mixed Asset Funds)** will be able to make a single TD-i placement on the same day, up to MYR100,000 in 6-month TD-i at the Special TD-i Profit Rate when he brings in Fresh Funds for the TD-i.

Example 2: An Eligible Customer who selects **Offer A**, decides to invest MYR200,000 in **UT (Bond Funds) or Structured Investments (SI)** will be able to make a single TD-i placement on the same day, up to MYR100,000 in 6-month TD-i at the Special TD-i Profit Rate when he brings in Fresh Funds for the TD-i.

Example 3: An Eligible Customer who selects **Offer B**, who has opened an “HSBC Premier Account” and applied for an “HSBC Premier World MasterCard Credit Card” may make multiple placements in a single day, where each placement must be a minimum of MYR100,000, up to a maximum MYR200,000 for the 6 months’ TD when they bring in Fresh Funds for the TD-i.

5. **“Fresh Funds”** refer to monies from sources other than any existing account(s) with HSBC Bank or HSBC Amanah in Malaysia, whether or not the account(s) are held in the name of the Eligible Customer(s). Transfers of funds from other branches of HSBC Bank or HSBC Amanah are not allowed in this Promotion.
6. The TD-i placement(s) must be made within 7 working days of the Fresh Funds being transferred to HSBC Bank.
7. If Eligible Customers uplift the TD-i placed under this Promotion prematurely, the Eligible Customer(s) agrees that the Bank shall be entitled to a compensation payment equivalent to the profit from TD-i placement amount.
8. The respective TD-i shall thereafter be renewed for 6 months respectively depending on the offer selected by the Eligible Customer at the prevailing board rate unless the Eligible Customer(s) instructs otherwise.
9. For UT Funds under this Promotion, HSBC Bank will impose a minimum front end load of 2% (excluding goods and services tax) for Unit Trust Equity/Mixed Assets and front end load of 1% (excluding goods and services tax) for Bond Funds.
10. All investment amounts or cumulative investment amounts must be made for the same Premier relationship during the Promotion Period.
11. Investments using funds from the Employees Provident Fund (“EPF”) are not included in this Promotion.
12. All investments made by cheque will only be effected upon cheque clearance.
13. This Promotion is run concurrently with the HSBC Amanah Premier Dual Offer 2017 Promotion – Phase 3
14. If Eligible Customer(s) has participated in this Promotion by taking up Offer A and Offer B under a joint account, he or she cannot participate in the Promotion again under a sole account and vice versa. For illustration:

Scenario 1

Customers A+B open a joint HSBC Premier Account during the Promotion Period. To participate in the Promotion, customers A+B will have to place the TD-i and invest in the Wealth Product(s) as joint accountholders and cannot participate in the Promotion under their sole names.

HSBC Premier Account holder	Participation – TD-i placement and Investment in Wealth Product(s)
A+B	√
A	X
B	X

Scenario 2

Customers A+B are joint customers who are both Eligible Customers. During the Promotion Period, A and B open a sole HSBC Premier Account separately. To participate in the Promotion, both A and B place the TD and Wealth Product(s) investment under their sole names and cannot participate in the Promotion under their joint account.

HSBC Premier Account holder	Participation – TD-i placement and Investment in Wealth Product(s)
A+B	X
A	√
B	√

General Terms and Conditions

15. HSBC Bank reserves the right at its absolute discretion to amend, delete or add to these Terms and Conditions from time to time with 3 days' prior notice and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
16. This Promotion is not valid with any other time deposit or term deposit-i promotions that are concurrently offered by HSBC Bank/ HSBC Amanah.

17. HSBC Bank 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 Bank/HSBC Amanah of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC Bank/HSBC Amanah for any and all losses or damage suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
18. HSBC Bank/HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's/HSBC Amanah's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, interest, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Bank/HSBC Amanah have been advised of the possibility of such loss or damage.
19. 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 for a particular purpose in respect of this Promotion.
20. HSBC Bank/HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer(s):
 - a) individual notice to the Eligible Customer(s) (whether by written notice or via electronic means) sent to the Eligible Customer(s)' latest address/email address as maintained in the HSBC Bank's records;
 - b) press advertisements;
 - c) notice in the Eligible Customer(s)' composite statement(s);
 - d) display at its business premises; or
 - e) notice on HSBC Bank'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.

21. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition 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 Bank available at www.hsbc.com.my are:
 - (i) Generic Terms & Conditions;
 - (ii) Specific Terms & Conditions for HSBC Premier and HSBC Advance;
 - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management; and
 - (iv) Cardholder Agreement;
- (b) 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; and
 - (iv) Cardholder Agreement;
- (c) Specific Terms and Conditions governing Investment Services for the respective Wealth Product.

22. The Eligible Customer(s) is reminded that he/she will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).
23. 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.
24. HSBC Bank's/HSBC Amanah's decision on all matters relating to this Promotion and in case of any dispute will be final and binding on all Eligible Customer(s) of this Promotion and no correspondence will be entertained.
25. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank and/or HSBC Amanah.