# TERMS & CONDITIONS HSBC MOST WANTED ACQUISITION PROMOTION

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

#### THE PROMOTION PERIOD

 The "HSBC Most Wanted Acquisition Promotion" ("Promotion") shall run from 16 March 2018 to 31 May 2018, comprising of the following periods:-

<b>Promotion Month</b>	Promotion Dates	
1	16 March 2018 - 31 March 2018	
2	1 April 2018 - 30 April 2018	
3	1 May 2018 - 31 May 2018	

(collectively, the "Promotion Period")

3. Eligible Cardholder who meets the Participation Criteria requirements stated below stands to receive a maximum of 1 Monthly Prize of 1 unit Apple iPhone X 64 GB based on the Monthly Prize Selection Process stipulated below and subject to the Terms and Conditions herein.

### **ELIGIBILITY**

- 4. This Promotion is open to Malaysian residents who <u>apply</u> for any of the following primary/supplementary HSBC Credit Card/-i(s) during any **Promotion Month**:
  - a. <u>HSBC Bank Credit Cards:</u> HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
  - b. <u>HSBC Amanah Credit Card-i(s):</u> HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i

(the "Participating HSBC Credit Card")

(collectively, the "Eligible Cardholders").

- 5. The following categories of persons are **EXCLUDED** from this Promotion:
  - i. Cardholder(s) who have 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 Credit Card(s) under this
    Promotion;
  - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and
  - iii. Cardholder(s) of company and/or corporate HSBC Credit Card(s).

## **PARTICIPATION CRITERIA**

- 6. Eligible Cardholders must fulfill the following Participation Criteria to stand to win the Monthly Prize:
  - a. During any Promotion Month <u>apply</u> for any primary/supplementary Participating HSBC Credit Card;
     AND
  - b. Call to <u>activate</u> his/her newly approved Participating HSBC Credit Card according to the activation steps in the Welcome Letter by 30 June 2018.

## **Monthly Prize**

New Application of Participating HSBC Credit Card	No of Contest Entries
Application made during any Promotion Month and newly	10 entries
approved card is activated by 30 June 2018	

The following is an example of the Number of Contest Entries earned:

Eligible Cardholder applied for a Participating HSBC Credit Card during Promotion Month 2 and activated his/her newly approved Participating HSBC Credit Card on 1 June 2018. He/she will earn a total of 10 Contest Entries for Promotion Month 2.

7. Upon fulfilling the Participation Criteria for this Promotion, Eligible Cardholders may also participate in the "HSBC Most Wanted Promotion" and/or "HSBC Amanah Most Wanted Promotion" and will be subject to the terms and conditions of the respective promotions.

#### MONTHLY PRIZE TERMS AND CONDITIONS

8. There are a total of 45 units of Monthly Prizes (15 units each promotion Month) to be given out under this Promotion. The Monthly Prizes will be shared between this Promotion, the "HSBC Most Wanted Promotion", "HSBC Amanah Most Wanted Promotion" and "HSBC Amanah Most Wanted Acquisition Promotion". HSBC Bank is the sole provider for all the prizes in these promotions.

## **Monthly Prize**

9. Table 1 sets of the total units of Monthly Prizes allocated for each Promotion month:

Table 1

<b>Promotion Month</b>	Promotion Dates	Monthly Prize
1	16 March 2018 - 31 March 2018	15 units of Apple iPhone X 64 GB
2	1 April 2018 - 30 April 2018	15 units of Apple iPhone X 64 GB
3	1 May 2018 - 31 May 2018	15 units of Apple iPhone X 64 GB

- 10. Each Eligible Cardholder can only receive a maximum of 1 Monthly prize throughout the Promotion Period.
- 11. The Monthly Prizes is given out to the **primary** Eligible Cardholder based on the Monthly Prize Selection process stated below:
- 12. The following terms and conditions apply to the Monthly Prizes:
  - a. The Monthly Prize is provided on an "As Is" basis.
  - b. The Monthly Prize is not transferable and cannot be exchanged for cash, credit or in kind.
  - c. The Potential Monthly Winners as explained below under this Promotion will be notified via SMS within 10 to 16 weeks after the Promotion Period. The SMS(s) will be sent to the contact details of the primary Eligible Cardholder maintained in HSBC's records.
  - d. HSBC reserves the right, at its sole discretion, to provide the Monthly Prize in any colour that is available.
  - e. The Monthly Prize will be couriered within 16 weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the Monthly Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC's record. During the call for delivery address confirmation, Monthly Winners with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Monthly Prize on behalf of the said Monthly Winner.
  - f. HSBC reserves the right to substitute the Monthly Prize with any other item of similar value at any time with 3 days prior notice.
  - g. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Monthly Prize(s) received under this Promotion.
  - h. Any loss or damage to the Monthly Prize is passed on to the Monthly Winner upon delivery of the Monthly Prize.

- i. To the fullest extent permitted by law, HSBC 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 the Monthly Prize.
- j. The Monthly Prize 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.
- k. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

#### **MONTHLY PRIZE SELECTION PROCESS**

13. At the end of the Promotion Period, a total of 45 Monthly Winners (15 winners each Promotion Month) will be selected in accordance with the selection process below:

## **Monthly Winner Selection**

Each Contest Entry will be assigned a serial number, which is allocated sequentially starting from 1 for the smallest serial number to the largest.

At the end of each Promotion Month, the total number of Contest Entries collected will be divided by 15. This division will return the multiplier number ("**Multiplier**") with which to short-list Potential Monthly Winners for each Promotion Month, rounded down to the closest whole number.

For example, if the total number of entries for a Promotion Month is 980,415, the multiplier will be 980,415/15 = 65361. As such, the entries which are numbered by multiples of 65,361 will be selected, e.g. 65361, 130722, 196083, ...... 326,805,. This will shortlist 15 Potential Monthly Winners for each Promotion Month to win the Monthly Prize.

14. If the Eligible Cardholder has more than 1 Potential Monthly Winner serial number, only the first Potential Monthly Winner serial number will be taken into account. The alternate Eligible Cardholder with the next serial number will be chosen as the replacement Potential Monthly Winner.

Example: Potential Monthly Winner 1 (serial number 65361) is also Potential Monthly Winner 3 (serial number 196083). The replacement for Potential Monthly Winner 3 will be the Eligible Cardholder with serial number 196084.

- 15. Within 8 to 12 weeks after the Promotion Period, the Potential Monthly Winner will receive an SMS notifying them on the Monthly Prize they stand to receive, subject to answering a question via SMS correctly. The Potential Monthly Winner must answer/reply via SMS to 63839 within 10 days from the date of the SMS. Only the primary Eligible Cardholders will be contacted via SMS.
- 16. Only Potential Monthly Winners who answer the question correctly within 10 days from the date of the SMS will receive the Monthly Prize. An SMS will be sent to confirm that they have answered the question correctly together with the Monthly Prize details.
- 17. Potential Monthly Winners who: (i) fail to answer the question correctly; or (ii) do not reply to the SMS will not receive the Monthly Prize and the Monthly Prize will be forfeited.

## **GENERAL TERMS & CONDITIONS**

- 18. At the time of fulfilment of the Prize and during the Promotion Period, all Participating HSBC Credit Cards MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Prize from this Promotion.
- 19. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Prize to any third party other than the Eligible Cardholder.
- 20. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Prize received in this Promotion.

- 21. HSBC reserves the right to substitute the Prize with any item of similar value at any time with 3 days prior
- 22. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 23. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - I. 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's records;
  - II. press advertisements;
  - III. notice in the Eligible Cardholder's credit card statement(s);
  - IV. display at its business premises; or
  - V. notice on HSBC'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.
- 24. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC. The UTCs are available at <a href="www.hsbc.com.my">www.hsbc.com.my</a> and <a href="www.hsbc.com.my">www.hsbc.com.my</a> and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 25. HSBC 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.
- 26. HSBC 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 of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC 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.
- 27. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC'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 have been advised of the possibility of such loss or damage.
- 28. 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.
- 29. HSBC's decision on all matters relating to this Promotion shall be final and binding.