

HSBC Amanah Happy Home Campaign (C) 2018 ("Campaign") Terms & Conditions

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

1. HSBC Amanah Happy Home Campaign (C) 2018 is valid from 1 July 2018 to 30 September 2018, both dates inclusive ("Campaign Period").
2. The Campaign is open to any applicant during the Campaign Period who applies for HSBC Amanah home financing for:
 - a. Financing of under construction / completed/ unencumbered residential property;
 - b. Refinancing of completed residential property; or
 - c. Top-up financing for residential property.
3. To participate in this Campaign, the Eligible customer must:
 - a. Submit all required income documents to HSBC Amanah during the Campaign Period;
 - b. Have their home financing approved and the Letter of Offer issued within the time period stipulated in the Letter of Offer; and
 - c. Apply for an HSBC Amanah Credit Card/-i. If the applicant is an existing HSBC Amanah Credit Cardholder this clause 3c is waived for the purpose of this promotion.
4. The Applicant shall bear all costs and expenses pertaining to this mortgage application including legal fees, stamp duties, valuation cost and all relevant taxes.
5. For clarity, the permanent employees of HSBC/ HSBC Amanah (including HSBC Labuan Offshore Banking Unit, HSBC (Malaysia) Trustee Bhd, HSBC Amanah Takaful (Malaysia) Sdn Bhd, HSBC Electronic Data Processing (Malaysia) Sdn Bhd and HSBC Software Development (Malaysia) Sdn Bhd) can participate in this Campaign if the financing is applied under non-staff financing and the HSBC Amanah financing is in accordance with the provisions under these Terms and Conditions.

Campaign Offer

6. Upon fulfilling the criteria in Clause 7, the Eligible Customer may enjoy a preferential financing rate of Base Rate + 0.51% with a 3-year lock-in period for home financing, which is based on the approved financing amount. The approved financing amount and the rate offered is subject to the credit evaluation and sole discretion of HSBC Amanah.

Our current Base Rate is 3.89%, this is subject to changes and the Eligible Customer will be notified in advance of any changes being enforced.

Fulfilment Conditions

7. The maximum permissible margin of financing (MOF) ratio of this Campaign is 70% of the assessed value of the property; regardless of home financing amount.
8. The 3 year lock-in period shall commence from the date of first disbursement of the home financing.
9. An early settlement fee of 2% on the approved financing amount will apply for any early redemption during the lock-in period stated in Letter of Offer.

General Terms and Conditions

10. HSBC Amanah 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.
11. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
12. HSBC Amanah reserves the right to cancel, terminate or suspend this Campaign with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Amanah of this Campaign shall not entitle the Eligible Customer(s) to any claim or compensation against 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.
13. 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 has been advised of the possibility of such loss or damage.
14. 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 for a particular purpose in respect of this Campaign.
15. 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 Amanah'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 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.

16. These Terms and Conditions are in addition to the existing HSBC Amanah financing terms and conditions in the Letter of Offer and security documents. In the event of inconsistency between these Terms and Conditions and the Letter of Offer and security documents, the terms and conditions in Letter of Offer and security documents shall prevail.
17. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Campaign (if applicable).
18. 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.
19. HSBC Amanah's decision on all matters relating to this Campaign shall be final and binding