#### **AMENDED TERMS & CONDITIONS**

HSBC Lazada eVoucher Acquisition Promotion ("Promotion")

The Terms and Conditions of this Promotion has been amended ("this Amended Terms and Conditions"):

- a. To extend the Promotion Period until <u>31 March 2018</u>. Clause 2 has been amended and highlighted in **yellow** to reflect the extended Promotion Period.
- b. To remove the RM300 Lazada eVoucher offer.
- c. To increase the existing Eligible Spend condition of RM1,000 to <u>RM1,500</u> to be entitled for the RM500 Lazada eVoucher. Clause 4(a) has been amended and highlighted in **green** to reflect the increase in spend condition
- d. For better clarity, minor amendments have been made in Clause 4(a) (in bold and underlined).

This Amended Terms and Conditions will supersede the existing Terms and Conditions with effect from <u>21 December</u> <u>2017</u> until the end of the Promotion Period.

 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".

#### PROMOTION PERIOD

2. The Promotion will run from 15 February 2017 to 31 March 2018, both dates inclusive ("Promotion Period").

# **ELIGIBILITY**

- 3. This Promotion is open to Malaysian residents who apply for any one or more of the following primary HSBC Credit Cards during the Promotion Period:
  - 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; and
  - HSBC Amanah Credit Card-i(s): HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i;

(hereinafter referred to as the "Participants").

- 4. After activating their HSBC Bank/HSBC Amanah Credit Card/-i, Participants must use their HSBC Bank/HSBC Amanah Credit Card/-i as follows:
  - (a) spend a minimum of RM1,500 (or equivalent in foreign currency) on Eligible Spend (as per Clause 5) in a single or cumulative receipts within 60 days from the date of the welcome letter to get a RM500 Lazada eVoucher ("RM500 eVoucher").

(the RM500 eVoucher shall be referred to as "the eVoucher")

- 5. Eligible Spend for this Promotion are spend that are charged to the HSBC Bank/HSBC Amanah Credit Card/-i subject to the conditions below:
  - a. <u>includes:</u> internet transactions, local and overseas retail transactions, standing instructions/auto-billing, Cash Advance, Balance Transfer and Cash Instalment Plan;
  - b. <u>excludes:</u> finance charges/management fees and credit card annual fees.

(the "Eligible Spend")

By participating in this Promotion, the Participants are entitled to get a RM500 eVoucher as provided in Clause 4 above. Each Participant is entitled to receive a maximum of one (1) RM500 eVoucher only.

# LAZADA TERMS AND CONDITIONS

- 7. Application(s) for the participating cards stated in this Promotion must be made through HSBC Bank's website during the Promotion Period. (https://sp.hsbc.com.my/lazada500)
- 8. Participants are entitled to one (1) RM500 eVoucher only once they have fulfilled the eligibility requirements (clause 3 to clause 6) stated in this Promotion terms and conditions, regardless of the number of participating cards approved by HSBC Bank or HSBC Amanah. The RM500 eVoucher will be delivered to the respective Participant's mobile phone number provided by the Participants to HSBC Bank or HSBC Amanah in the form of a unique code via SMS. The Participants can key-in the unique code in the "Promo Code" box on Lazada's website prior to completing his/her transaction in order to redeem the eVoucher. Unique code will be delivered within four (4) to eight (8) weeks upon satisfaction of the eligibility requirements (clause 3 to clause 5) stated in this Promotion by the Participant.
- 9. The following Participants are excluded from this Promotion:
  - a. Participants who cancel their participating card or cards within three (3) months from the date of approval of their participating card's or cards' application;
  - Existing HSBC Bank/HSBC Amanah cardholders who had their participating cards approved in the past 6months;
  - c. Existing Cardholders who are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
  - 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 a company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i.
- 10. The eVoucher cannot be exchanged for cash or credit. HSBC Bank/HSBC Amanah will not entertain any request from the Participants to give the eVoucher to a third party.
- 11. To the fullest extent permitted by law, HSBC Bank/HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness of the eVoucher for a particular purpose.
- 12. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of LAZADA or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the eVoucher must be directed to, and resolved directly with LAZADA.
- 13. The validity of the eVoucher is for a period of six (6) months from the date of receiving the unique code of the eVoucher from HSBC Bank/HSBC Amanah.

# **GENERAL TERMS & CONDITIONS**

- 14. HSBC Bank/HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Participants who have been selected to receive the eVoucher for advertising and publicity purposes. By participating in this Promotion, the selected Participants 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 or redemption of the eVoucher received under this Promotion.
- 16. HSBC Bank/HSBC Amanah reserves the right to substitute the eVoucher with any other item of similar value at any time with 3 days prior notice.
- 17. HSBC Bank/HSBC Amanah reserves the right in their absolute discretion to amend, delete or add to any of these Terms & Conditions from time to time with 3 days prior notice and such amended Terms & Conditions shall prevail over any provisions or representations contained in any other materials advertising the Promotion.
- 18. HSBC Bank/HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Participants:

- a. individual notice to the Participants (whether by written notice or via electronic means) sent to the respective Participant's latest address/email address as maintained in HSBC Bank's/HSBC Amanah's records;
- b. press advertisements;
- c. notice in the Participant'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 Balance Transfer, Cash Instalment Plan Terms & Conditions and the 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 HSBC Balance Transfer Terms & Conditions, Cash Instalment Plan Programme Terms & Conditions and HSBC Amanah Cash Instalment Plan Programme and the UTCs are available at <a href="www.hsbc.com.my">www.hsbc.com.my</a> and <a href="www.hsbc.com.my">www.hsbcamanah.com.my</a>. In the event of inconsistency between this Promotion's Terms and Conditions and all the terms & conditions mentioned above, 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 Participants to any claim or compensation against HSBC Bank/HSBC Amanah for any and all losses or damages suffered or incurred by any Participant as a direct or indirect result of the act of cancellation, termination or suspension.
- 22. 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, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Bank/HSBC Amanah has been advised of the possibility of such loss or damage.
- 23. The Participants are 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 in case of any dispute, is final and binding on all Participants who participate in this Promotion and no correspondence will be entertained.
- 25. By participating in this Promotion, the Participants agree to be bound by these Terms and Conditions and the decisions of HSBC Bank/HSBC Amanah.