

**TERMS & CONDITIONS**  
**HSBC LIVE IT UP 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**

2. The “HSBC Live It Up Acquisition Promotion” (“**Promotion**”) shall run from 20 June 2018 to 31 August 2018 (“**Promotion Period**”)

**PROMOTION**

3. Eligible Cardholder (as defined below) who meets the Participation Criteria in Clause 4 stands to receive a maximum of 1 unit of Samsung S9 64 GB (“**Samsung S9**”) and/or up to 5 units of RM10 Online Vouchers (“**Online Voucher(s)**”) during the Promotion Period subject to the Terms and Conditions herein.
4. The Participation Criteria are set out as follows:-

**Table 1: Participation Criteria**

| Participating Criteria  | Samsung S9      | RM10 Online Voucher             |
|---|-----------------|---------------------------------|
| Step 1: <b>Apply</b> for any primary/supplementary HSBC Credit Card during Promotion Period; AND                                | 5 Entries       | N/A                             |
| Step 2: <b>Activate</b> new HSBC Credit Card following the activation steps in the Welcome Letter by <b>30 September 2018</b>   |                 |                                 |
| AND<br>Step 3: <b>Complete</b> five (5) rounds of Game by collecting five (5) souvenirs in the Game by <b>30 September 2018</b> | Extra 5 Entries | Up to 5 units of Online Voucher |

5. Eligible Cardholder will receive an SMS with one (1) allocated ID and login link after credit card application. Eligible Cardholder is required to log in to the Game using the allocated ID as the login ID. The Eligible Cardholder who exits the Game before completing it (i.e. prior to collecting the souvenir) will not receive the extra entry as no souvenir is collected. For more information on participating in the Game, the Eligible Cardholder can refer to the “How it works” section in the Game webpage which sets out a list of frequently asked questions.

Eligible Cardholder may complete Step 3 (5 rounds of Game) first before completing Step 2 (activation of HSBC Credit Card) so long as both Steps are completed by 30 September 2018 to receive additional 5 entries to stand to win the Samsung S9.

6. By completing Steps 1 and 2 in Table 1, the Eligible Cardholder receives 5 entries to win the Samsung S9. Whereas, by completing Steps 1, 2 and 3, he/she receives a total of 10 entries to win the Samsung S9. Clause 12 below sets out the selection process for Samsung S9 Winners.
7. For avoidance of doubt, all entries for application of supplementary HSBC Credit Cards shall belong to the primary cardholders of the respective HSBC Credit Cards, and only the primary cardholders shall stand to win the Samsung S9 of this Promotion.

## ELIGIBILITY

8. This Promotion is open to Malaysian residents who apply for any of the following primary/supplementary HSBC Credit Card/-i(s) during **Promotion Period**:
- 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, HSBC Amanah MPower Credit Card-i
- (the “**HSBC Credit Card(s)/-i**”)
- (collectively, the “**Eligible Cardholders**”).
9. The following categories of persons are EXCLUDED from this Promotion:
- 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 HSBC Credit Card(s) under this Promotion;
  - 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
  - Cardholder(s) of company and/or corporate HSBC Credit Card(s).

## SAMSUNG S9 AND ONLINE VOUCHER TERMS & CONDITIONS

10. There are a maximum of 50 units of Samsung S9, and a maximum of 9,480 units of Online Vouchers (equivalent to RM94,800) to be given out under this Promotion which is pooled together with the “HSBC Amanah Live It Up Acquisition Promotion”, “HSBC Live It Up Promotion” and “HSBC Amanah Live It Up Promotion”. HSBC Bank is the sole provider for all Samsung S9 and Online Voucher in this Promotion.

### Samsung S9 (64 GB)

11. A total of 50 units of Samsung S9 – Samsung S9 64 GB to be given out and capped at maximum 1 unit per **primary** Eligible Cardholder throughout the Promotion Period based on the Samsung S9 Selection Process in Clause 12 below and the selection will be held within 10 to 16 weeks after the end of the Promotion Period (“**Samsung S9 Winners Selection**”).
12. The Samsung S9 Selection Process is as follows:
- Each entry is assigned with a serial number in HSBC’s randomizer system.
  - To determine the Samsung S9 Winners, HSBC will perform a one (1) time randomization of the entries received.
  - The entries which are ranked 1<sup>st</sup> to 50<sup>th</sup> from the randomization results will be shortlisted as Potential Samsung S9 Winners.
  - The Potential Samsung S9 Winners will receive an SMS notifying them that they stand to receive the Samsung S9, subject to answering a question via SMS correctly. He/she must answer/reply the question via SMS to 63839 within 5 days from the date of receipt of the SMS to receive the Samsung S9.
  - An SMS will be sent to confirm the Samsung S9 Winners.
  - He/she who has not fulfilled the requirements under Clause 12(d) will be forfeited as a Potential Samsung S9 Winner.
  - In the event the randomization results shortlist an Eligible Cardholder as a Potential Samsung S9 Winner more than once; **AND** he/she has been selected as a Samsung S9 Winner once, he/she will forfeit all other shortlisting as Potential Samsung S9 Winner.
  - In the event HSBC has not selected 50 Samsung S9 Winners due to Clause 12(f) or (g), the next entry from the randomization results in Clause 12(b) (i.e. ranked 51<sup>st</sup> and above) will be shortlisted as the Potential Samsung S9 Winners, and the same process in Clause 12(d) to (f) shall repeat up to two (2) rounds, and thereafter the remaining Samsung S9 if any will be forfeited.

13. The following terms and conditions apply to the Samsung S9:-
- The Samsung S9 is provided on an "As Is" basis.
  - The Samsung S9 is not transferable and cannot be exchanged for cash, credit or in kind.
  - HSBC reserves the right, at its sole discretion, to provide the Samsung S9 in any colour that is available.
  - The Samsung S9 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 Samsung S9 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, Samsung S9 Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Samsung S9 on behalf of the said Samsung S9 Winner.
  - HSBC reserves the right to substitute the Samsung S9 with any other item of similar value at any time with 3 days prior notice.
  - HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Samsung S9 received under this Promotion.
  - Any loss or damage to the Samsung S9 is passed on to the Samsung S9 Winner upon delivery of the Samsung S9.
  - 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 Samsung S9.
  - The Samsung S9 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.
  - Samsung is not a participant in or sponsor of this Promotion. Samsung, the Samsung logo and Samsung S9 are trademarks of SAMSUNG., registered in the U.S. and other countries.

#### **Online Vouchers (RM10 Online Voucher)**

14. A primary Eligible Cardholder may receive a maximum of 5 units of Online Vouchers throughout the Promotion Period from any of the Participating Merchants in Table 3 subject to the Online Voucher Daily Capping.
15. The selection of the recipients of the Online Voucher is as follows:-
- Every 15<sup>th</sup> Eligible Cardholder who completes the Game will be selected as the Potential Online Voucher Winner and is required to answer a question in the Game correctly to stand to receive the Online Voucher.
  - Upon answering the question in the Game correctly, the Online Voucher code will be displayed. The Winners of the Online Voucher are required to savekeep/record the voucher code stated in the Online Voucher for redemption.
  - Potential Online Voucher Winners who (i) fail to answer the question correctly; or (ii) exit the Game before answering the question will not receive the Online Voucher and the Online Voucher will be forfeited. Such Online Voucher will be brought forward to the next 15<sup>th</sup> Eligible Cardholder who completes the Game and answers the question correctly.
16. Table 2 sets out the total units of Online Voucher allocated for each Participating Day ("**Online Voucher Daily Capping**")

**Table 2**

| Participating Day                    | Days       | Maximum Units of Online Voucher per Participating Day | Total Online Voucher Allocation (RM) |
|--------------------------------------|------------|---|--------------------------------------|
| During the Promotion Period          |            |   |                                      |
| Mondays to Fridays                   | 51         | 100   | 51,000                               |
| Saturday & Sundays & Public Holiday  | 22         | 150   | 33,000                               |
| 1 September 2018 – 30 September 2018 |            |   |                                      |
| Monday to Sunday                     | 30         | 36  | 10,800                               |
| <b>Total</b>                         | <b>103</b> |   | <b>94,800</b>                        |

17. In the event the number of units of Online Vouchers allocated for a Participating Day has not been fully given out, the unutilized units of Online Vouchers will be brought forward to the next Participating Day.
18. Table 3 list out the participating merchants of the Online Vouchers:

**Table 3**

| Participating Merchants |
|-------------------------|
| Zalora                  |
| Lazada                  |
| Grab                    |
| Honestbee               |

- a. All Online Vouchers shall be subject to the terms and conditions of the respective participating merchants and the validity period as stated in the Online Vouchers. Any unused or unredeemed Online Vouchers after the end of the validity period will lapse and be invalid.
- b. For avoidance of doubt, if the purchase at the participating merchants is for a value less than the amount of the Online Voucher, the difference between the Online Voucher and the purchase will be forfeited and no refund will be given to the Online Voucher Winners. If the value of the Online Voucher is less than the value of the item(s) purchased, the difference shall be borne by the Online Voucher Winners.
- c. The Online Voucher is not transferable and cannot be exchanged for cash, credit or in kind.

#### **GENERAL TERMS & CONDITIONS**

19. At the time of fulfilment of the Samsung S9 and/or Online Voucher and during the Promotion Period, all the HSBC/HSBC Amanah Credit Card/-i MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Samsung S9 and/or Online Voucher from this Promotion.
20. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Samsung S9 and/or Online Voucher to any third party other than the Eligible Cardholder.
21. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Samsung S9 and/or Online Voucher received in this Promotion.
22. HSBC reserves the right to substitute the Samsung S9 and/or Online Voucher with any item of similar value at any time with 3 days prior notice.
23. 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.
24. 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.

25. 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 [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
26. 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.
27. 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.
28. 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.
29. 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.
30. HSBC’s decision on all matters relating to this Promotion shall be final and binding.