

TERMS & CONDITIONS
HSBC LIVE IT UP 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 Promotion” (“**Promotion**”) shall run from 20 June 2018 to 31 August 2018 (“**Promotion Period**”).

PROMOTION

3. Eligible Cardholder who meets the Participation Criteria and Eligible Spend requirements stated below stands to receive a maximum of 1 unit of Samsung S9 64 GB (“**Samsung S9**”) and/or up to 10 units of RM10 Cash Back (“**Cash Back**”) and/or up to 10 units of RM10 Online Vouchers (“**Online Voucher(s)**”) as per Table 1 during the Promotion Period subject to the Terms and Conditions herein.

Table 1

Minimum spend in a single receipt (All Categories)	Samsung S9	Cash Back	Online Vouchers
Every RM100 spend	1 Entry	RM10 Cash Back	N/A
Every RM100 spend + Completion of Game	1 Entry + 1 Entry	RM10 Cash Back	RM10 Online Voucher

ELIGIBILITY

4. This Promotion is open to all primary and supplementary cardholders of the following credit cards issued by HSBC:
 - a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card and HSBC Visa Platinum Credit Card and HSBC Platinum MasterCard Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i;

(the “**Participating HSBC/HSBC Amanah Credit Cards/-i**”)

(collectively, the “**Eligible Cardholder(s)**”).

5. The following categories of persons are EXCLUDED from this Promotion:
 - i. Cardholder(s) who has registered in the “HSBC Get Now Promotion”, “HSBC Amanah Get Now Promotion”, “HSBC Grab Now Promotion”, “HSBC Amanah Grab Now Promotion”, “HSBC Pump Now Promotion” and/or “HSBC Amanah Pump Now Promotion”;
 - ii. Cardholder(s) of HSBC/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
 - iii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
 - iv. Cardholder(s) of company and/or corporate of HSBC/HSBC Amanah Credit Cards/-i.

REGISTRATION CRITERIA

6. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC/HSBC Amanah Credit Card/-i number(s) during the Promotion Period via below channel:
- (i) SMS; or
 - (ii) Follow the instructions in the invitation from HSBC; or
 - (iii) Login www.hsbc.com.my/go with allocated ID (notified via SMS upon fulfilling the Participation Criteria).

Registration process:

- a. **SMS: L1<space>your 16-digit Participating HSBC/HSBC Amanah Credit Card/-i number to 63839;**
or
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials; or
- d. Login www.hsbc.com.my/go with allocated Login ID (notified via SMS upon fulfilling the Participation Criteria)

Standard telecommunication charges will apply for each SMS registration sent;

7. Registration can be performed by either the primary or supplementary Eligible Cardholder.
8. Upon successful registration, the Eligible Cardholder will receive a confirmation via respective marketing communication materials used for the registration at no cost.
9. For SMS registration, in the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC/HSBC Amanah Credit Card/-i number in the SMS.

PARTICIPATION CRITERIA

Samsung S9

10. The Eligible Cardholder must spend using their Participating HSBC/HSBC Amanah Credit Card/-i during the Promotion Period in the following manner to stand to win the Samsung S9 64 GB :-
- a. Every RM100 (or equivalent if spend is made in foreign currency) in a single receipt on Eligible Spend during Promotion Period to get one (1) Entry; and
 - b. Earn extra one (1) entry upon completing one round of Game by collecting one (1) souvenir in the Game ("**Completion of Game**") by 30 September 2018.

Minimum spend in a single receipt between 00:00:00 to 23:59:59 Daily (or equivalent if spend is made in foreign currency)	Number of Entry to stand to win the Samsung S9
Every RM100 spend	1 Entry
Every RM100 spend + Completion of Game	1 Entry + Extra 1 Entry

Note:

The Eligible Cardholder will be notified via SMS with one (1) allocated ID for every RM100 Eligible Spend. The Eligible Cardholder shall log in to the Game using the allocated ID as the login ID.

Each souvenir collected in the Game rewards the Eligible Cardholder with one (1) extra entry. No extra entry will be awarded to the Eligible Cardholder if he/she who exits the Game before completing it, or where 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.

The following are examples of the number of Entries that can be earned:

Scenario A:

Existing Eligible Cardholder spends RM389.49 in a single receipt without participating in the Game, he/she earns a total of 3 Entries.

Scenario B:

Existing Eligible Cardholder spends RM389.49 in a single receipt earn 3 Entries, and he/she completes 1 round of Game and collected 1 souvenir in the Game, he/she earns a total of 4 Entries.

Scenario C:

Existing Eligible Cardholder spends RM389.49 in a single receipt earn 3 Entries, and he/she completes 3 round of Game and collected 3 souvenirs in the Game, he/she earns a total of 6 Entries.

Cash Back

11. The Eligible Cardholder must spend minimum of RM100 (or equivalent if spend is made in foreign currency) in a single receipt on Eligible Spend using their Participating HSBC/HSBC Amanah Credit Card/-i between 10:00:00 to 21:59:59 during any day of the Promotion Period to stand to receive the Cash Back.

Minimum spend in a single receipt between 10:00:00 to 21:59:59 Daily (or equivalent if spend is made in foreign currency)	Cash Back
RM100	RM10 Cash Back

Online Voucher(s)

12. The Eligible Cardholder must spend minimum of RM100 (or equivalent if spend is made in foreign currency) in a single receipt on Eligible Spend using their Participating HSBC/HSBC Amanah Credit Card/-i during any day of the Promotion Period **and** fulfil Completion of Game by 30 September 2018 to stand to receive RM10 Online Voucher.

Minimum spend in a single receipt between 00:00:00 to 23:59:59 Daily (or equivalent if spend is made in foreign currency)	Online Voucher
Every RM100 spend + Completion of Game	RM10 Online Voucher

ELIGIBLE SPEND CRITERIA

13. Eligible Spend for this Promotion are those that:
- Are charged to any of the Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i including the supplementary credit card(s) within the Promotion Period; and
 - Include** all internet transactions, local and overseas retail transactions, petrol, 0% card instalment plans; and
 - Exclude** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

(the "Eligible Spend").

14. All primary and supplementary/ies Participating HSBC/HSBC Amanah Credit Card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC/HSBC Amanah Credit Card/-i, Eligible Spend made on all Participating HSBC/HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion. For avoidance of doubt, only the primary cardholder stands to win the Samsung S9 of this Promotion. Therefore, all entries received by the supplementary cardholder(s) will be consolidated with the entries received by the respective primary cardholder.
15. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).

SAMSUNG S9, CASH BACK AND ONLINE VOUCHER TERMS & CONDITIONS

16. There are a maximum of 50 units of Samsung S9, maximum of 10,010 units of Cash Back (equivalent to RM100,100 Cash Back) and maximum 9,480 units of Online Vouchers (equivalent to RM94,800 of Online Vouchers) to be given out under this Promotion which is pooled together with the "HSBC Amanah Live It Up Promotion", "HSBC Live It Up Acquisition Promotion" and "HSBC Amanah Live It Up Acquisition Promotion". HSBC Bank is the sole provider for all Samsung S9, Cash Back and Online Voucher in this Promotion.

Samsung S9 (64GB)

17. A total of 50 units of 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 18 below.
18. 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 1st to 50th 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 18(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 18(f) or (g), the next entry from the randomization results in Clause 18(b) (i.e. ranked 51st and above) will be shortlisted as the Potential Samsung S9 Winners, and the same process in Clause 18(d) to (f) shall repeat up to two (2) rounds, and thereafter the remaining Samsung S9 if any will be forfeited
19. 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.

- e. HSBC reserves the right to substitute the Samsung S9 with any other item of similar value at any time with 3 days prior notice.
- f. 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.
- g. Any loss or damage to the Samsung S9 is passed on to the Samsung S9 Winner upon delivery of the Samsung S9.
- h. 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.
- i. 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.
- j. 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.

Cash Back (RM10 Cash Back)

20. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is RM100 throughout the Promotion Period, capped at maximum 1 unit of RM10 Cash Back per day ("**Participating Day**") during the Promotion Period subject to the Cash Back Capping on a first come first served basis.
21. Table 2 sets out the total units of Cash Back allocated for each Participating Day ("**Cash Back Capping**"):

Table 2

Participating Day	Days	Maximum Units of Cash Back per Participating Day	Total Cash Back Allocation (RM)
Mondays to Fridays	51	110	56,100
Saturday & Sundays & Public Holiday	22	200	44,000
Total	73		100,100

In the event the number of units of Cash Back allocated for a Participating Day has not been fully given out, the unutilized units of Cash Back will be forfeited and will not be brought forward to the next Participating Day.

22. In the event of a tie in Transaction Time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cash Back. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the highest card type of Participating HSBC/HSBC Amanah Credit Card/-i will get the Cash Back *(For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-I and MPower Visa Credit Card-i.*
23. The Cash Back will be credited into the primary Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account with the highest spend activities within 10 to 16 weeks from the end of the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC Bank/HSBC Amanah Credit Card/-i's monthly credit card statement that follows the date of the crediting of the Cash Back.

Online Vouchers (RM10 Online Voucher)

24. A primary Eligible Cardholder may receive a maximum of 10 units of Online Vouchers throughout the Promotion Period subject to the Online Voucher Capping.
25. The selection of the recipients of the Online Voucher is as follows:-

- a. Every 15th Eligible Cardholder who fulfils the Completion of 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.
- b. Upon answering the question in the Game correctly, the Online Voucher with voucher code will be displayed. The Winners of the Online Voucher are required to save keep/record the voucher code stated in the Online Voucher for redemption.
- c. 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 15th Eligible Cardholder who completes the Game and answers the question correctly.

26. Table 3 sets out the total units of Online Voucher allocated for each Participating Day (“**Online Voucher Capping**”)

Table 3

Participating Day	Days	Maximum Units of Cash Voucher per Participating Day	Total Cash 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
Total	103		94,800

27. 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.

28. Table 4 list out the participating merchants of the Online Vouchers:

Table 4

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

29. At the time of fulfilment of the Samsung S9, Cash Back and/or Online Voucher and during the Promotion Period, all the Participating 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, Cash Back and/or Online Voucher from this Promotion.

30. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Samsung S9, Cash Back and/or Online Voucher to any third party other than the Eligible Cardholder.
31. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Samsung S9, Cash Back and/or Online Voucher received in this Promotion.
32. HSBC reserves the right to substitute the Samsung S9, Cash Back and/or Online Voucher with any item of similar value at any time with 3 days prior notice.
33. 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.
34. 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.
35. 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 and 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. HSBC's decision on all matters relating to this Promotion shall be final and binding.