

TERMS & CONDITIONS

HSBC Maxis Acquisition Promotion ("Promotion")

1. 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", both collectively referred to as "HSBC". HSBC Bank Credit Card and HSBC Amanah Credit Card-i are collectively referred to as "HSBC Credit Card(s)/-i".

PROMOTION PERIOD

2. The Promotion comprises of the following periods:-
 - a. **Sign-Up Period** runs from **14 December 2017 to 28 February 2018**, both dates inclusive and is defined as the period when the customer applies for a primary Participating HSBC Credit Card/-i (defined in Clause 3 below) through HSBC's website at the following link (<https://sp.hsbc.com.my/maxis>) ("**Sign-Up Period**"); and
 - b. **Welcome Period** is defined as 90 days from the date of the welcome letter for the Promotion ("**Welcome Period**");

(the "Promotion Period")

ELIGIBILITY

3. Subject to Clause 4 hereunder, this Promotion is open to any individual who is a Malaysian resident who, during the Sign-Up Period, applies for any one or more of the following primary HSBC Credit Cards/-i:

- a. **HSBC Bank Credit Cards:** HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card; and
- b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah MPower Platinum Credit Card-i;

via HSBC's website at the following link (<https://sp.hsbc.com.my/maxis>)

(collectively known as the "**Participating HSBC Credit Card(s)/-i**").

4. The following categories are not eligible to participate in this Promotion:
 - a. Cardholder(s) who hold any existing primary HSBC Credit Card(s);
 - b. 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 Cards/-i under this Promotion;
 - c. Cardholder(s) who applied for a primary HSBC Credit Cards/-i in the past 6-months;
 - d. Cardholder(s) who have participated or are participating in any other concurrent HSBC Credit Card(s) sign-up promotions via any channels either by HSBC or authorized 3rd parties;
 - e. Cardholder(s) of invalid or cancelled HSBC Credit Cards/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and
 - f. Cardholder(s) of company and/or corporate HSBC Credit Cards/-i.

(hereinafter collectively referred to as the "**Eligible Cardholders**").

PARTICIPATION CRITERIA & ELIGIBLE SPEND

5. Eligible Cardholders must during the Promotion Period:-
 - a. **Apply** for any Participating HSBC Credit Card/-i via HSBC's website at the following link (<https://sp.hsbc.com.my/maxis>);
 - b. **Activate** his/her newly approved Participating HSBC Credit Card/-i according to the activation steps in the Welcome Letter within the Welcome Period; and
 - c. **Use** his/her Participating HSBC Credit Card/-i on Eligible Spend as per Clause 6 within the Welcome Period.

(the "**Participation Criteria**")

6. Eligible Spend for the Promotion is defined as spend charged to the Participating HSBC Credit Card(s)/-i for the **PURCHASE** of either a Samsung Note 8 / an iPhone X / an iPhone 8 / an iPhone 8 Plus (the “**Smartphone(s)**”) within the Welcome Period **and** Eligible Cardholders must **SIGN UP** for any new MaxisONE Plan concurrently at any Maxis stores nationwide using the newly approved Participating HSBC Credit Card/i within the Welcome Period.

(the “**Eligible Spend**”)

PROMOTION OFFER & FULFILMENT CONDITIONS

7. Upon satisfying the Participation Criteria and Eligible Spend in Clauses 5 and 6 above, the first **3,000** Eligible Cardholders will receive one (1) unit of **RM400 Cash Back** only per Eligible Cardholder, throughout the Promotion Period on a first-come, first-served basis and subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
8. The maximum units of RM400 Cash Back to be given out under this Promotion are **3,000** units. HSBC is the sole provider for all the RM400 Cash Back in this Promotion.
9. The RM400 Cash Back will be credited into the Eligible Cardholder’s Participating HSBC Credit Card/-i account which first satisfies the Participation Criteria and Eligible Spend in Clauses 5 and 6 above. Crediting of the RM400 Cash Back will be made within 60 days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder’s Participating HSBC Credit Card/-i statement in the following month.
10. At the time of crediting the primary Eligible Cardholder’s Participating HSBC Credit Card/-i account with the RM400 Cash Back, the Participating HSBC Credit Card/i account of the Eligible Cardholder **MUST NOT** be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC’s definition, otherwise he/she will be disqualified from participating or receiving the RM400 Cash Back from this Promotion.
11. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the RM400 Cash Back to the Eligible Cardholder’s other account or any third party’s account.
12. HSBC shall not be held liable or responsible in any way or form for the purchase, use or enjoyment of the Smartphone(s) purchased by the Eligible Cardholders from Maxis stores nationwide.
13. HSBC does not in any way endorse, sanction, approve or support the use of the Smartphone(s) or other products sold by Maxis. Any query and/or dispute on purchase or usage of the Smartphone(s) purchased from Maxis stores nationwide must be directed to, and resolved with Maxis directly and HSBC shall not be held responsible for any loss, damages or issues resulting from the same.

GENERAL TERMS & CONDITIONS

14. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who have been selected to receive the RM400 Cash Back for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
15. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the RM400 Cash Back received under this Promotion.
16. HSBC reserves the right to substitute the RM400 Cash Back with any other item of similar value at any time with 3 days prior notice.
17. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. The amended Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.

18. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. 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;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC 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 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 insofar as they apply to this Promotion.
20. 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.
21. 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.
22. 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.
23. 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.
24. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the RM400 Cash Back recipients for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
25. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.