

## HSBC Premier Referral Program 2018 – Phase 3 (“Program”) Terms and Conditions

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”.

### PROGRAM PERIOD

1. This Program comprises of the following periods:
  - a) “Referral Period” is defined as the period when Eligible Customer refers a Potential Customer (as defined in Clause 4) to HSBC Premier/ HSBC Amanah Premier from **1 July 2018 to 31 December 2018**; and
  - b) “Successful Referral Period” is defined as the period when a Successful Referral (as defined in Clause 5 below) is made from **1 July 2018 to 31 January 2019**,(collectively, the “Program Period”).

### ELIGIBILITY

2. This Program is open to all existing active account holders of HSBC Bank/HSBC Amanah savings/current MYR account/-i/Home Smart/-i EXCEPT the following categories of persons:
  - a) Permanent and/or contract employees of HSBC Bank, HSBC Amanah and HSBC Amanah Takaful (Malaysia) Bhd (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters);
  - b) Existing HSBC Bank/ HSBC Amanah customers who have banking facilities in arrears or are delinquent in payment for such facilities; and
  - c) Non-individuals or corporate customers,(the “Eligible Customer”).

### PARTICIPATION CRITERIA

3. The Eligible Customer is to refer and provide information of the Potential Customer(s) (as defined in Clause 4) to HSBC Bank/ HSBC Amanah by either completing the HSBC Premier Referral Program 2018 – Phase 3 Referral Form online at [www.hsbc.com.my/](http://www.hsbc.com.my/) / [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my/) or at any HSBC Bank/ HSBC Amanah branch and returning the same to any branch or to the Eligible Customer’s relationship manager **within the Referral Period**.
4. A potential customer must:
  - a) not be a permanent and/or contract employee of HSBC Bank, HSBC Amanah and HSBC Amanah Takaful (Malaysia) Bhd (including their subsidiaries and related companies) or their immediate family members (spouse, children, parents, brothers and sisters);
  - b) be new to HSBC Bank/ HSBC Amanah and open a HSBC Premier account
  - c) not open a joint HSBC Premier account with an existing HSBC Bank/HSBC Amanah customer or the Eligible Customer;
  - d) did not join HSBC Premier via the exceptional entry criteria; and
  - e) be at least 18 years old,(each a “Potential Customer”).

5. A successful referral is when a Potential Customer opens an HSBC Premier account under this Program by fulfilling the HSBC Premier eligibility criteria of maintaining a minimum total relationship balance<sup>1</sup> (“TRB”) of RM200,000.00, and the account opening is accepted and approved by HSBC Bank / HSBC Amanah; **during the Successful Referral Period from 1 July 2018 to 31 January 2019 (“Successful Referral”)**. For avoidance of doubt, HSBC Bank/ HSBC Amanah reserves the right to reject any account opening application and need not furnish a reason for such rejection.
6. If the Potential Customer(s) opens a joint HSBC Premier account where the joint account holders are new to HSBC Bank or HSBC Amanah, the Eligible Customer will only get one (1) Cash Reward (as defined in Clause 8) for that successful referral under this Program.
7. HSBC Bank/ HSBC Amanah will at its discretion follow up directly with the Potential Customers(s) whose details were furnished by the Eligible Customer in the Program referral form.

#### **CASH REWARD TERMS & CONDITIONS**

8. Upon satisfying clauses 3, 4 and 5 above, the Eligible Customer will be entitled to receive the Cash Reward according to the table below:

<b>Tier</b>	<b>Successful referrals within Program period</b>	<b>Cash Reward for each successful referral*</b>
A	1 <sup>st</sup> and 2 <sup>nd</sup>	RM300
B	3 <sup>rd</sup> up until 10 <sup>th</sup>	RM 600

\*Limited to the first 10 successful referrals by each Eligible Customer during the Program Period

9. The total Cash Reward to be given out under this Program is limited to Eligible Customers who have successfully referred the first 734 potential Customers to HSBC Bank and/or HSBC Amanah. Each Eligible Customer’s entitlement to the Cash Reward is limited to the first 10 successful referrals made during the Program Period. The total Cash Reward to be given out under this Program is pooled together with the “HSBC Amanah Premier Referral Program 2018- Phase 3”. HSBC Bank is the sole provider for all the Cash Reward under this Program.
10. The Cash Reward will be credited to Eligible Customers who maintain an active HSBC Bank/HSBC Amanah savings/current MYR account/-i or Home Smart-i account only. The Cash Reward will be credited to the Eligible Customer’s MYR HSBC Bank/HSBC Amanah savings/current MYR account/-i/Home Smart/-i account in the following sequence:

**TABLE A: Cash Reward crediting hierarchy**

Hierarchy level (from top to bottom)	
1. Sole Premier Account	If an Eligible Customer has more than one <b>active</b> account, <b>Cash Reward will be credited to the highest active account type.</b>
2. Joint Premier Account	
3. Sole Advance Account	
4. Joint Advance Account	
5. Sole Basic Current Account	
6. Joint Basic Current Account	

<sup>1</sup> TRB denotes products of any combination of deposits and/or wealth management products through HSBC Bank and/or HSBC Amanah such as Deposits in Current Account/-i, Savings Account/-i, Time Deposits, Term Deposits-i, Investments in Unit Trust funds/Shariah-compliant Unit Trust funds, Structured Investments/-i, Dual Currency Investments/-i and/or Direct Retail bond, Cash value from Family Takaful/Life Insurance products with investment-linked and savings components. If the average monthly TRB drops below MYR200,000, a monthly fee of MYR150 (subject to applicable tax, if any) is payable for the HSBC Premier Account.

7. Sole Basic Savings Account	
8. Joint Basic Savings Account	
9. Home Smart Account	

If the Eligible Customer has both a HSBC Bank/HSBC Amanah savings/current MYR account/-i account and a Home Smart/-i account, the Cash Reward will be credited to customer's account as per hierarchy in Table A above.

11.
  - a) For Successful Referrals approved by the Bank from 1 July 2018 to 30 September 2018 (both dates inclusive), the Cash Reward will be credited to the accounts of Eligible Customers in accordance with Clause 10 within 45 working days from 31 October 2018;
  - b) For Successful Referrals approved by the Bank from 1 October 2018 to 31 December 2018 (both dates inclusive), the Cash Reward will be credited to the accounts of Eligible Customers in accordance with Clause 10 within 45 working days from 31 January 2019.
12. The Eligible Customer will receive a notification via SMS upon crediting of the Cash Reward into their active MYR HSBC Bank/HSBC Amanah deposit/ Home Smart/-i account. The Cash Reward credited will also be reflected in the Eligible Customer's MYR HSBC Bank/HSBC Amanah deposit/ Home Smart/-i account statement that follows after the date of the crediting of the Cash Reward.
13. The Cash Reward cannot be exchanged for credit.
14. All information provided by the Eligible Customer in relation to or for the purposes of this Program must be true, accurate, current and complete. Eligible Customer who has failed to adhere to this requirement will be immediately disqualified from this Program and will not be entitled to receive the Cash Reward.
15. To ensure confidentiality of the Potential Customers' HSBC Premier's account opening application, HSBC Bank/ HSBC Amanah will not be able to disclose the status of the application to anyone, including the Eligible Customer, other than the Potential Customer(s) themselves.

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

16. The Eligible Customer hereby agrees as follows:
  - a) That his/her role is only to introduce the Potential Customer(s) to HSBC Bank/ HSBC Amanah; and
  - b) That the Eligible Customer must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC Bank/ HSBC Amanah.
17. Further, the Eligible Customer is not authorized to, and the Eligible Customer shall not:
  - a) At any time conduct any sales process for himself/herself or on behalf of HSBC Bank/ HSBC Amanah or other financial institution to the Potential Customer(s);
  - b) Enter into any commitment or contract on behalf of HSBC Bank/ HSBC Amanah;
  - c) Make any representation or offer, or to give any assurances, on behalf of HSBC Bank/ HSBC Amanah to Potential Customer(s);
  - d) Incur any liabilities on behalf of HSBC Bank/ HSBC Amanah;

- e) Sign any documents on behalf of HSBC Bank/ HSBC Amanah;
- f) Receive any monies on behalf of HSBC Bank/ HSBC Amanah;
- g) Refer to HSBC Bank/ HSBC Amanah in any document or advertisement without HSBC's specific written consent;
- h) Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC Bank/ HSBC Amanah except with the prior written consent by HSBC Bank/ HSBC Amanah;
- i) Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity; and
- j) Provide any form of advice to the Potential Customer(s) as to the features of any of HSBC Bank/ HSBC Amanah products which may directly or indirectly influence the decision of the Potential Customer(s).

Where a Potential Customer is introduced by various Eligible Customers or there is duplication in submission of the Potential Customer's details, the Eligible Customer who first submitted the Referral Form to HSBC Bank/ HSBC Amanah will stand to receive the Cash Reward.

18. By participating in the Program, the Eligible Customer hereby agrees to:
- a) Obtain the Potential Customer's consent to disclose his/her personal data, mainly the Potential Customer's name and contact number to HSBC Bank/ HSBC Amanah as HSBC Bank/ HSBC Amanah will be contacting them;
  - b) HSBC Bank/ HSBC Amanah contacting him/her regarding any information in the Referral Form and/or regarding this Program via any mode of communication; and
  - c) HSBC Bank/ HSBC Amanah mentioning the Eligible Customer's name in the event the Potential Customer enquires about the source of reference.
19. HSBC Bank/ 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 and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Program.
20. HSBC Bank/ HSBC Amanah will not entertain any request from an Eligible Customer or any other person to credit the Cash Reward to an account other than the Eligible Customer's active account as maintained in HSBC Bank's/ HSBC Amanah's records.
21. HSBC Bank /HSBC Amanah reserve the right to substitute the Cash Reward with any item of similar value at any time with 3 days' prior notice.
22. HSBC Bank/ HSBC Amanah reserve the right to cancel, terminate or suspend this Program with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Bank/ HSBC Amanah of this Program shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC Bank/ 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.
23. HSBC Bank/HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank/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 have been advised of the possibility of such loss or damage.
24. HSBC Bank/ HSBC Amanah may use any of the following modes to communicate notices in relation to this Program 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 Bank's/ 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 Bank's/ HSBC Amanah's 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 existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Program. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Program.
- 26. The existing terms and conditions applicable to the products and propositions referred to in this Program are available as follows:
  - (a) Universal Terms & Conditions of HSBC Bank available at [www.hsbc.com.my](http://www.hsbc.com.my) are:
    - (i) Generic Terms & Conditions;
    - (ii) Specific Terms & Conditions for HSBC Premier and HSBC Advance;
    - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management; and
    - (iv) Cardholder Agreement.
  - (b) Universal Terms & Conditions of HSBC Amanah available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) are:
    - (i) Generic Terms & Conditions;
    - (ii) Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;
    - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management; and
    - (iv) Cardholder Agreement.
- 27. The Eligible Customer 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 Program.
- 28. HSBC Bank's/ HSBC Amanah's decision on all matters relating to this Program shall be final and binding.