

## HSBC Online Premier Referral Program 2019 – Phase 1 & Phase 2 (“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”. HSBC and HSBC Amanah are collectively referred to as “HSBC”.

### THE PROGRAM

1. The Program Period comprises of the following periods:
  - a) “**Referral Period**” refers to the period set out Table 1 below when an Eligible Customer refers a Potential Customer (as defined in Clause 7) to HSBC Premier/ HSBC Amanah Premier in accordance with the terms and conditions herein; and
  - b) “**Successful Referral Period**” refers to the period set out in Table 1 when a Successful Referral (as defined in Clause 3 below) is made,

**Table 1**

	<b>Referral Period*</b>	<b>Successful Referral Period*</b>
<b>Phase 1</b>	15 January 2019 to 31 March 2019	15 January 2019 to 30 April 2019
<b>Phase 2</b>	1 April 2019 to 30 June 2019	1 April 2019 to 31 July 2019

*\*both dates inclusive*

(collectively, the “**Program Period**”).

2. Eligible Customers (*defined in Clause 6*) stand to receive Cash Back for Successful Referral (*defined in Clause 3*) made in accordance with the Table 2 below and these Terms and Conditions. Each Eligible Customer stands to receive Cash Reward for maximum 10 Successful Referrals made by the Eligible Customer for each phases of the Program Period.

**Table 2**

<b>Tier</b>	<b>Successful Referral within each Phase</b>	<b>Cash Reward for each Successful Referral*</b>
<b>A</b>	1 <sup>st</sup> and 2 <sup>nd</sup> Successful Referral	RM300
<b>B</b>	3 <sup>rd</sup> up until 10 <sup>th</sup> Successful Referral	RM600

3. “**Successful Referral**” refers to a Potential Customer (*as defined in Clause 7*) referred by the Eligible Customer during the Phase 1 Referral Period / Phase 2 Referral Period following the Terms and Conditions herein; successfully opens an **HSBC Bank / HSBC Amanah Premier Account/-i** (“**Premier Account/-i**”) under this Program by fulfilling the Premier Account/-i eligibility criteria of maintaining a minimum total relationship balance<sup>1</sup> (“**TRB**”) of RM200,000.00 and the Premier Account/-i opening

<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-

is accepted and approved by HSBC Bank / HSBC Amanah during the respective Successful Referral Period for Phase 1 and Phase 2 (“**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.

4. For example, an Eligible Customer shares his/her referral link with a Potential Customer on 21 February 2019. On 22 February 2019, the Potential Customer submits Referees Online Form via the referral Link and then successfully opens an HSBC Premier Account on 23 February 2019. However, if the Potential Customer only meets the minimum TRB of RM200,000 on 1 May 2019, the Eligible Customer will NOT be entitled for the Cash Reward (as defined in Table 2 in Clause 2) as the Potential Customer who was referred during Phase 1 Referral Period does not meet the Successful Referral criteria (defined in Clause 3) within the Phase 1 Successful Referral Period.
5. A Potential Customer can open an individual or joint Premier Account/-i. For avoidance of doubt, the Eligible Customer is eligible to receive 1 unit of Cash Back for each Successful Referral of individual or joint Premier Account/-i (irregardless of the number of joint accountholders) subject to Clause 2&3 above.

#### **ELIGIBILITY**

6. This Program is open to all existing active account holders of HSBC Bank/HSBC Amanah savings or current MYR account/-i/, or 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 according to HSBC’s definition; and
  - c) Non-individuals or corporate customers,(the “**Eligible Customer**”).
7. 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 Premier Account/-i;
  - c) not open a joint Premier Account/-i with an existing HSBC Bank/HSBC Amanah customer or the Eligible Customer;

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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.

- d) not open Premier Account/-i via the exceptional entry criteria as determined by HSBC Bank/ HSBC Amanah; and
  - e) be at least 18 years old,
- (each a “**Potential Customer**”).

**PARTICIPATION CRITERIA**

- 8. To refer a Potential Customer to HSBC Bank / HSBC Amanah, the Eligible Customer must complete the Online Premier Referral Program Registration Form at [www.hsbc.com.my/](http://www.hsbc.com.my/) [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my/) (“**HSBC’s Website**”) within the Referral Period (Phase 1 or Phase 2 as the case may be).
- 9. Upon successful submission of the Online Premier Referral Program Registration Form, a unique referral link (“**Link**”) will be generated. Eligible Customer must share/forward the Link to Potential Customer(s) by using any social channels of the Eligible Customer’s choice stated in HSBC website.
- 10. The Potential Customer(s) are required to complete and submit a web form (“**Referees Online Form**”) within the Referral Period (Phase 1 or Phase 2 as the case may be) via the Link shared/forwarded by the Eligible Customer. For avoidance of doubt, any referral of Potential Customer(s) to HSBC Bank / HSBC Amanah which does not follow the Participation Criteria herein are not eligible to receive Cash Back under this Program.
- 11. In the event the Potential Customer submits 2 or more Referees Online Forms via Links shared by different Eligible Customers, only the earliest Referees Online Form submitted will be taken into consideration in determining whether a Successful Referral has been made (as defined in Clause 3).

**CASH REWARD TERMS & CONDITIONS**

- 12. The total Cash Reward to be given out under this Program (both Phase 1 & Phase 2) is RM 300,000 on first come first served basis, and is pooled together with “HSBC Amanah Online Premier Referral Program 2019 – Phase 1 & Phase 2”. HSBC Bank is the sole provider for all the Cash Reward under this Program.
- 13. The Cash Reward will be credited to an active MYR HSBC Bank/HSBC Amanah savings/current MYR account/-i or Home Smart-i account of the Eligible Customer 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	
7. Sole Basic Savings Account	
8. Joint Basic Savings Account	
9. Home Smart Account	

14. Cash Reward Fulfilment Period:

- a) For Successful Referrals approved by HSBC Bank / HSBC Amanah during Phase 1 Successful Referral Period, the Cash Reward will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 30 April 2019;
- b) For Successful Referrals approved by HSBC Bank/ HSBC Amanah during Phase 2 Successful Referral Period, the Cash Reward will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 31 July 2019.

15. The Eligible Customer will receive a notification via SMS upon crediting of the Cash Reward into their account. The Cash Reward credited will also be reflected in the Eligible Customer's account statement that follows after the date of the crediting of the Cash Reward.

**SPECIFIC TERMS AND CONDITIONS**

- 16. It is the responsibility of the Eligible Customers and Potential Customers to ensure accuracy of all information submitted to HSBC Bank / HSBC Amanah in relation to or for the purposes of this Program.
- 17. To ensure confidentiality of the Potential Customers' Premier's Account/-i opening application, HSBC Bank/ HSBC Amanah will not disclose the status of the application to the Eligible Customers and any third parties.
- 18. 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.
- 19. 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).
20. By participating in the Program, the Eligible Customer hereby agrees to:
- a) HSBC Bank/ HSBC Amanah contacting him/her regarding any information in the Online Premier Referral Program Registration Form and/or regarding this Program via any mode of communication; and
  - b) HSBC Bank/ HSBC Amanah mentioning the Eligible Customer's name in the event the Potential Customer enquires about the source of reference.

## **GENERAL TERMS & CONDITIONS**

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. HSBC Bank's/ HSBC Amanah's decision on all matters relating to this Program shall be final and binding.