

**Terms and Conditions For HSBC Amanah Home Financing
Referral Program
January 2017 (“Campaign”)**

HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be hereinafter referred to as “**HSBC Amanah**”.

1. The Campaign is from 23 January 2017 to 30 June 2017, both dates inclusive (“**Campaign Period**”).
2. The Campaign is open to all existing active HSBC Amanah savings/current MYR account-i holder and HomeSmart-i account holder who is a resident of Malaysia (“**Referrer**”). Each Referrer is entitled to participate in the Campaign if he/she refers a potential/ existing customer (“**Referee**”), excluding the Referrer, himself/herself to apply for a HSBC Amanah Home Financing during the Campaign Period whereby such Referee shall:
 - (i) apply for a Home Financing of at least RM500,000 (subject to HSBC Amanah’s credit evaluation) for financing/-i or refinancing/-i of the relevant property;
 - (ii) submit all required income documents to HSBC Amanah during the Campaign Period for credit evaluation; and
 - (iii) have his/her Home Financing application approved and a letter of offer issued during the Campaign Period, and accepted by, the Referee within the time period stipulated in the said letter of offer.

A Referrer who satisfies all the requirements in Clause 2 is a successful referrer (“**Successful Referrer**”).

The Campaign Offer

3. A Successful Referrer will be entitled to receive a cash incentive (“**Cash Incentive**”) in the respective amounts based on the approved financing amount and category of property as set out in Table 1 below, subject to Clauses 4 to 6.

Table 1: Cash Incentive

Financing Amount	Completed Property	Under Construction Property
RM 500K to <RM 750K	RM 500	RM 300
RM 750K to <RM 1.0MIL	RM 750	RM 450
RM 1.0MIL to <RM 1.5MIL	RM 1,000	RM 600
RM 1.50 MIL and above	RM1,500	RM900

4. The Cash Incentive is limited only to the first three (3) successful referrals that satisfy the requirements in Clause 2. If two (2) or more Successful Referrers have provided the same Referee’s details, the Cash Incentive will be credited to the

Successful Referrer whose completed referral form was first received by HSBC Amanah.

5. The Cash Incentive as per table above in clause 3, will be credited into the Successful Referrer's active MYR HSBC Amanah HomeSmart-i account/ Demand Deposit account, two months after the first disbursement of Referee's home financing's account, in the following sequence :

Hierarchy level (from top to bottom)	
1. Sole HomeSmart/-i Account	If a Successful Referrer has more than one account, HSBC Amanah will select any one of the accounts for the crediting of the Cash incentive at its discretion.
2. Joint HomeSmart/-i Account	
3. Sole Premier Account/-i	
4. Joint Premier Account/-i	
5. Sole Advance Account/-i	
6. Joint Advance Account/-i	
7. Sole Basic Current Account/-i	
8. Joint Basic Current Account/-i	
9. Sole Basic Savings Account/-i	
10. Joint Basic Savings Account/-i	

6. The maximum Cash Incentive allocated for this Campaign is capped at RM126,000 and is pooled together with "HSBC Home Loan Referral program / HSBC Amanah Home Financing Referral Program January 2017". HSBC Bank is the sole provider for all Cash Incentives.
7. The Cash Incentive cannot be exchanged for credit or in kind.
8. To participate in this Campaign, Referrers can either:
- (i) submit an online referral form via HSBC Amanah's website at www.hsbcamanah.com.my together with the application form for HSBC Amanah Home Financing; or
 - (ii) submit the physical copy of the duly completed referral form together with the signed application form for HSBC Amanah Financing-i (as the case may be) to the nearest HSBC Amanah branch or any HSBC Amanah Advance

Financial Guide. A copy of the referral form is available for download at HSBC Amanah's website.

9. For avoidance of doubt, joint applications for Home Financing will be treated as one application and the financing amount for the said application will be based on the financing amount of that joint application, such that there is no double-counting.
10. To ensure confidentiality of the Referee's Home Financing application, HSBC Amanah will not be able to disclose the status of the application to anyone, including the Referrer, other than the Referee(s) themselves.

General Terms and Conditions

11. HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Successful Referrer who have been selected to receive the Cash Incentive for this Campaign for advertising and publicity purposes. By participating in this Campaign, the selected Successful Referrer hereby consent to and agree that HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
12. 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.
13. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
14. HSBC Amanah reserves the right to cancel, terminate or suspend this Campaign with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Amanah of this Campaign shall not entitle the Successful Referrer to any claim or compensation against HSBC Amanah for any and all losses or damage suffered or incurred by the Successful Referrer as a direct or indirect result of the act of cancellation, termination or suspension.
15. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of 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 Amanah has been advised of the possibility of such loss or damage.
16. To the fullest extent permitted by law, HSBC Amanah 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 this Campaign.
17. HSBC Amanah may use any of the following modes to communicate notices in relation to this Campaign to the Successful Referrer(s):

- (i) individual notice to the Successful Referrer(s) (whether by written notice or via electronic means) sent to the Successful Referrer(s)' latest address/email address as maintained in the HSBC Amanah's records;
- (ii) press advertisements;
- (iii) notice in the Successful Referrer(s)' composite statement(s);
- (iv) display at its business premises; or
- (v) notice on 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.

- 18. These Terms and Conditions are in addition to the existing Home Financing / HomeSmart-i terms and conditions in the respective letter of offer and security documents. In the event of inconsistency between these Terms and Conditions and the respective letter of offer and security documents, the terms and conditions in the respective letter of offer and security documents shall prevail.
- 19. The Successful Referrer is reminded that he/she will be responsible for all applicable government taxes or levies relating to the Campaign (if applicable).
- 20. HSBC Amanah 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 Amanah.
- 21. HSBC Amanah's decision on all matters relating to this Campaign and in case of any dispute will be final and binding on all Successful Referrers of this Campaign and no correspondence will be entertained.
- 22. By participating in this Campaign, the Successful Referrer agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.