## **TERMS & CONDITIONS**

HSBC 0% CIP Acquisition Promotion 2017 ("this 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", both collectively referred to as "HSBC". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "HSBC Credit Card(s)".

## THE PROMOTION PERIOD

2. This Promotion shall run from 16 October 2017 to 31 December 2017, both dates inclusive ("**Promotion Period**").

## **ELIGIBILITY**

- 3. This Promotion is open to Malaysian residents who <u>apply for any of the following primary HSBC Credit Card/-i(s)</u> during the **Promotion Period**:
  - a. <u>HSBC Bank Credit Cards:</u> HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
  - b. HSBC Amanah Credit Card-i(s): HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i;

via HSBC Branch or mobile sales team or HSBC's website

(collectively the "Participating HSBC Credit Card")

but excludes the following categories of persons who are not eligible to participate in this Promotion:

- i. Existing HSBC Primary Cardholder (as defined below);
- ii. 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 Card(s) under this Promotion;
- iii. Cardholder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Card(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
- iv. Cardholder(s) of company and/or corporate HSBC Bank Credit Card(s); and
- v. Cardholder(s) who have participated or are participating in any other concurrent credit card sign-up promotions by HSBC.

(collectively the "Eligible Cardholders").

For the purposes of this Promotion's terms and conditions:

"Existing HSBC Primary Cardholder" means a customer who currently holds any existing primary HSBC Credit Card when applying for any Participating HSBC Credit Card during the Promotion Period

# PARTICIPATION CRITERIA

- 4. Eligible Cardholders must during the Promotion Period:
  - a. Apply for any Participating HSBC Credit Card together with Cash Instalment Plan ("CIP") and submit through HSBC Branch or mobile sales team:
    - i. by completing and stating "at 0% p.a. interest rate/management fee for 12 months tenure" (where applicable) in the CIP portion of the HSBC Bank Credit Card application form;
    - ii. provide details of his/her Nominated Bank Account. Nominated Bank Account refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by a Eligible Cardholder to receive the transfer of the CIP Amount (as defined below); and
    - iii. after an Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the CIP Tenure (as defined below), CIP Amount and/or the CIP monthly instalment;

- b. Apply for any Participating HSBC Credit Card through HSBC Bank's Website: (<a href="www.hsbc.com.my/zero">www.hsbc.com.my/zero</a> or <a href="www.hsbc.amanah.com.my/zero">www.hsbc.amanah.com.my/zero</a>) by completing the HSBC Credit Card online application form and:
  - i. Confirming to HSBC's tele-marketing personnel that he/she agrees to sign-up for the Participating HSBC Credit Card together with the CIP at 0% p.a. interest rate/management fee for 12 months when contacted:
  - ii. provide details of his/her Nominated Bank Account to the tele-marketing personnel when prompted. Nominated Bank Account refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholders to receive the transfer of the CIP Amount; and
  - iii. after the Eligible Cardholders confirm his/her selections above to the tele-marketing personnel, the Eligible Cardholders will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment; and
- c. Activate the newly approved credit card according to the activation steps in the welcome letter. In the event of failure to activate the newly approved credit card, fee will be charged to the Eligible Cardholder's Participating HSBC Credit Card(s) subject to Clause 12 below.

#### PROMOTION OFFER

- 5. Upon satisfying the Participation Criteria in Clause 4 above and subject to HSBC's approval, an Eligible Cardholder can enjoy 0% interest / management fee CIP on monthly instalments for 12 months ("CIP Tenure") on cash advance up to RM12,000.00.
- 6. Only one (1) CIP application per Eligible Cardholder is allowed regardless of the number of Participating HSBC Credit Card(s) applied for by the Eligible Cardholder.
- 7. The minimum amount for each CIP application is RM1,000 ("Minimum Prescribed Amount") and the CIP amount approved will not exceed RM12,000 or 60% of the available credit limit of an Eligible Cardholder's Participating HSBC Credit Card account, whichever is lower ("CIP Amount").
- 8. In the event the CIP is applied together with a Balance Transfer ("BT") and the combined CIP amount and the BT amount applied exceeds 60% of the available credit limit of an Eligible Cardholder's Participating HSBC Credit Card, the application for BT will take priority for approval. In this instance, the CIP Amount will be reduced to not lower than RM1,000 or rejected should the CIP Amount be lower than RM1,000. The eligible amount for CIP is subject to the available credit limit of the Eligible Cardholders' Participating HSBC Credit Card after taking into account the approved BT amount.
- 9. The CIP is given out on a first come, first served basis subject to the availability of the CIP during the Promotion Period.
- 10. The maximum CIP allocated for this Promotion is pooled together with "HSBC Amanah 0% CIP Acquisition Promotion 2017" and is stated in the Table 1 below. HSBC Bank is the sole provider of all the CIP Amount for this Promotion.

# TABLE 1:

Offer	Criteria	Maximum Units
Up to <b>RM12,000</b> 0% CIP for 12 Months	Take up a Cash instalment Plan ("CIP") of a minimum RM1,000 together with your new credit card application to enjoy a 0% interest/management fee for 12 months.	7,100 Unit*

<sup>\*</sup> One unit equals to one (1) approved Credit Card together with an approved CIP, regardless of the approved CIP Amount.

- 11. The approved CIP Amount will be transferred to the Eligible Cardholder's Nominated Bank Account within fourteen (14) working days from the date of the welcome letter, notwithstanding that the Eligible Cardholder's Participating HSBC Credit Card account remains inactive. The Eligible Cardholder will be notified of his/her approved CIP via SMS or letter sent to the Eligible Cardholder's mobile phone number or address respectively maintained in HSBC records.
- 12. The Participating HSBC Credit Card's first year annual fee will be waived if the Cardholder activates his/her Participating HSBC Credit Card within 180 days from the date of the welcome letter.
- 13. HSBC Bank/HSBC Amanah may at its sole discretion:
  - a) Approve the CIP Amount applied for therein; or
  - b) Approve the CIP Amount at a lower amount from what was applied for therein without further notification to the Eligible Cardholders at the time of approval; or
  - c) Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Eligible Cardholders in respect of the exercise of its discretion pursuant to this clause.

14. The application, approval and disbursement of CIP is not subject to any administrative fee, upfront fee and/or processing fees. The Eligible Cardholder may at any point during the CIP Tenure request to terminate the CIP by informing HSBC via HSBC's contact centre (1 300 88 1388) and repay the remaining CIP principal outstanding balances with no early termination fee and/or cancellation fee.

## **GENERAL TERMS & CONDITIONS**

- 15. HSBC reserves the right at its absolute discretion to vary, delete or add to any of this Promotion's Terms & Conditions with 3 days prior notice.
- 16. This Promotion's Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 17. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholders:
  - 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) or composite statement;
  - d. display at its business premises; or
  - e. 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.
- 18. This Promotion's 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, HSBC Cash Instalment Plan Programme terms and conditions (June 2016 Edition) and HSBC Balance Transfer Programme terms and conditions. The UTCs are available at <a href="www.hsbc.com.my">www.hsbc.com.my</a>, the HSBC Cash Instalment Plan Programme terms and conditions (June 2016 Edition) are available at <a href="www.hsbc.com.my/cip">www.hsbc.com.my/cip</a>, while the HSBC Balance Transfer Programme terms and conditions are available at <a href="www.hsbc.com.my/bt">www.hsbc.com.my/cip</a>, and <a href="www.hsbc.com.my/bt">www.hsbc.com.my/bt</a>. In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned terms and conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
- 19. 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.
- 20. HSBC reserve 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.
- 21. 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.
- 22. 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.
- 23. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the CIP applicants 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.

By participating in this Promotion, the Eligible Cardholder agrees to be bound by this Promotion's Terms and Conditions and the decisions of HSBC.