

HSBC Amanah Perks@Work Fitbit Promotion (“Promotion”) Terms and Conditions

HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as “HSBC Amanah” and HSBC Bank Malaysia Bhd (Company No. 127776-V) will be referred to as “HSBC Bank”.

1. This Promotion is valid from 15 January 2018 till 30 April 2018 (“**Promotion Period**”), both dates inclusive. For clarity, the products included in this Promotion are as follows:-
 - a) HSBC Amanah Premier Account-i;
 - b) HSBC Amanah Advance Account-i;(collectively, the “**Participating Account**”).

2. This Promotion is open to:
 - (i) New HSBC Amanah customers who open any Participating Account listed above within the Promotion Period for salary crediting purpose; or
 - (ii) Existing HSBC Amanah customers who open any Participating Account listed above within the Promotion Period for salary crediting purpose; or
 - (iii) Existing HSBC Amanah customers who nominate their existing Participating Account as listed above as salary crediting account within Promotion Period,

EXCEPT for the following categories of persons:-

- a) existing HSBC Amanah customers who have already nominated their Participating Account as their salary crediting account;
 - b) permanent and/or contract employees of HSBC Amanah, HSBC Bank, and HSBC Amanah Takaful (Malaysia) Bhd (Company No. 731530-M) (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters); and
 - c) non-individuals or corporate customers;
- (hereinafter the “
- Eligible Customers**
- ”).

3. To participate in this Promotion, Eligible Customers must meet the Minimum Monthly Gross Salary in Table 1 below and the requirements set out in Clause 4 below:

Table 1

	HSBC Amanah Premier Account -i	HSBC Amanah Advance Account-i
Minimum Monthly Gross Salary	RM16,500 and above	RM5,000 and above

4. The Eligible Customers must:
 - (i) Open a Participating Account or nominate an existing Participating Account as listed above as his/her salary crediting account at any HSBC Amanah branch or roadshow; and

(ii) Furnish the name of his/her employer to HSBC Amanah during account opening or nomination of the Participating Account at the branch or roadshow; and

(iii) Sign up for Personal Internet Banking (“PIB”) if he/she does not have PIB. This must be done simultaneously when opening the Participating Account or nomination of the salary crediting account; and

(iv) Apply for an HSBC Amanah Credit Card-i (“Credit Card-i”) with submission of full documentation; and

(v) One month salary must be credited into the Participating Account from his/her employer within 30 days from the date the Participating Account is opened as a salary crediting account or the date of nomination of an existing Participating Account as a salary crediting account.

5. Under this Promotion, Eligible Customers who fulfil Clause 4 **may stand** to receive one (1) Fitbit Flex 2 (hereinafter the “**Gift Item**”) subject to Clause 6 below.
6. There is a maximum number of 9,000 Gift Items to be given out on a first come, first served basis under this Promotion which is pooled together with “HSBC Bank Perks@Work Fitbit Promotion”. HSBC Bank is the sole provider for all the Gift Items.
7. The successful Eligible Customers may receive the Gift Item within one month upon fulfilling Clauses 3 and 4 above.
8. The Gift Item may be given regardless of whether the Eligible Customer’s Credit Card-i application is approved as all Credit Card-i applications are subject to HSBC Amanah’s credit evaluation.
9. The Gift Item cannot be exchanged for cash, credit, or kind. The gift is not guaranteed and based on HSBC Amanah’s sole discretion.
10. HSBC Amanah reserves the right, at its **absolute discretion**, in the allocation of the Gift Item to the Eligible Customer(s) as HSBC Amanah deems fit. HSBC Amanah is not obliged to assign any reason to the Eligible Customer(s) in respect to the exercise of its discretion pursuant to this clause. No request by the Eligible Customer(s) or third party for the exchange or the substitution of the Gift Item will be entertained.
11. HSBC Amanah will not be liable for any mishaps, injuries, or accidents that may occur in the use of the Gift Item by the Eligible Customer(s), if any.
12. HSBC Amanah reserves the right to substitute the Gift Item with any other item at any time with 3 days prior notice.

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13. HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Customers who received the Gift Item for this Promotion for advertising and publicity purposes. By participating in this Promotion, the Eligible Customers 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.

14. 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 Promotion.
15. HSBC Amanah 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 Amanah of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against 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.
16. In no event will HSBC Amanah be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if HSBC Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
17. 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 Promotion.
18. HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer(s):
 - a) individual notice to the Eligible Customer (whether by written notice or via electronic means) sent to the Eligible Customer's latest address/email address as maintained in the 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 Amanah'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.

19. 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 Promotion.

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 Promotion.

The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available as follows:

a. Universal Terms & Conditions of HSBC Amanah available at www.hsbcamanah.com.my which consist of:

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;

b. Personal Internet Banking Terms & Conditions; and

c. Perks@Work Terms & Conditions.

20. The Eligible Customer(s) is reminded that he/she will be responsible for all applicable government taxes or levies relating to this Promotion (if applicable).

21. 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.

22. HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the recipient of the Gift Item for this Promotion, and in case of any dispute will be final and binding on all Eligible Customer(s) of this Promotion and no correspondence will be entertained.

23. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.