

## **HSBC Amanah Perks@Work<sup>1</sup> 'Unbox Happiness' Promotion ("Promotion") Amended Terms and Conditions**

Notice is hereby given pursuant to Clause 14 that Clause 1, Table 1, Clause 7 (c) and (f) below have been amended (struck through, in bold and underlined). These amendments shall take effect from 31 December 2018

HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as "HSBC Amanah" and HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC Bank". HSBC Amanah and HSBC Bank are collectively referred to as "HSBC".

### **The Promotion Period**

1. This Promotion is valid from 1 September 2018 till ~~31 December 2018~~ 28 February 2019 ("**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;
  - c) HSBC Amanah Home Smart-i Account;(collectively, the "**Participating Account**").

### **The Promotion**

2. The Eligible Customer as defined in Clause 3 who meets the Participation Criteria in Clauses 4, 5 and 6 stands to receive a maximum of one (1) unit of Gift Item as per Table 1 below throughout the Promotion Period subject to the terms and conditions herein.

**Table 1**

<b>Item No.</b>	<b>Gift Item</b>	<b>Quantity allocated per cycle</b>
1	Morphy Richard Espresso Maker	20
2	JBL Free Truly Wireless In-Earbud	45
3	HP Portable SP Rocket Printer	55
4	Lazada RM100 e-voucher	780
<b>TOTAL PER CYCLE</b>		<b>900</b>
<b>TOTAL QUANTITY THROUGHOUT THE PROMOTION PERIOD</b>		<b>5,400-6,300</b>

<sup>1</sup> For clarity, Perks@Work is a proposition that includes all: Premier Account-i, Advance Account-i, Basic Savings Account-i, Basic Current Account-i, and Home Smart-i Account. This promotion is only applicable to account listed in clause 1.

## Eligibility

3. 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/HSBC Bank customers who have already nominated their Participating Account or any other accounts with HSBC 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 Customer(s)**”).

## Participation Criteria

4. The Eligible Customers must meet the Minimum Monthly Gross Salary in Table 2 below:

**Table 2**

	<b>HSBC Amanah Premier Account -i</b>	<b>HSBC Amanah Advance Account-i</b>	<b>HSBC Amanah Home Smart-i Account</b>
<b>Minimum Monthly Gross Salary</b>	RM16,500 and above	RM5,000 and above	RM5,000 and above; and have an existing housing financing with HSBC of minimum RM300,000

5. The Eligible Customer must fulfil the following criteria during Promotion Period to participate in this Promotion :

- (i) Open a Participating Account or nominate an existing Participating Account 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) Have or apply for an HSBC Amanah Credit Card-i (“Credit Card-i”) with submission of full documentation; and

(v) Minimum one month salary must be credited into the Participating Account from his/her employer within 60 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.

6. The Eligible Customer will receive a unique ID via SMS/electronic Direct Mailer within one month of fulfilling Clause 5 along with a link that directs the Eligible Customer to a webpage to complete a game (“Game”). The Eligible Customer is required to log in to the Game with the unique ID given, to answer a question correctly to complete the Game and to unbox the Gift Item within fourteen (14) days from the date of receipt of the SMS / electronic Direct Mailer. For avoidance of doubt, each Eligible Customer is allowed to log in one (1) time only to complete the Game.

**Gift Item Terms and Condition**

7. The Gift Item selection process is as follows:

- a) A total of 900 Gift Items as stated in Table 1, Clause 2 are capped in every cycle.
- b) For each cycle, each Eligible Customer will be ranked from 1<sup>st</sup> to 900<sup>th</sup> upon log in to the Game.
- c) Upon the 900<sup>th</sup> Eligible Customer’s log in to the Game, the next Eligible Customer who logs in will be ranked as 1<sup>st</sup> of the second cycle and the same process in Clause 7(b) repeats until completion of seven (7) cycles.
- d) The Gift Item for each cycle will be selected based on the Eligible Customers’ entry rank as illustrated in Table 3 below:

**Table 3:**

<b>Item No.</b>	<b>Gift Items</b>	<b>Eligibility</b>
1	Morphy Richard Espresso Maker	Eligible Customers whose entry ranks are 7 <sup>th</sup> , 15 <sup>th</sup> , 22 <sup>nd</sup> , 30 <sup>th</sup> , 37 <sup>th</sup> , 45 <sup>th</sup> , 52 <sup>nd</sup> , 60 <sup>th</sup> , 67 <sup>th</sup> , 75 <sup>th</sup> , 82 <sup>nd</sup> , 90 <sup>th</sup> , 97 <sup>th</sup> , 105 <sup>th</sup> , 112 <sup>th</sup> , 120 <sup>th</sup> , 127 <sup>th</sup> , 135 <sup>th</sup> , 142 <sup>nd</sup> , 150 <sup>th</sup>
2	JBL Free Truly Wireless In-Earbud	Eligible Customers whose entry ranks are 157 <sup>th</sup> , 165 <sup>th</sup> , 172 <sup>nd</sup> , 180 <sup>th</sup> , 187 <sup>th</sup> , 195 <sup>th</sup> , 202 <sup>nd</sup> , 210 <sup>th</sup> , 217 <sup>th</sup> , 225 <sup>th</sup> , 232 <sup>nd</sup> , 240 <sup>th</sup> , 247 <sup>th</sup> , 255 <sup>th</sup> , 262 <sup>nd</sup> , 270 <sup>th</sup> , 277 <sup>th</sup> , 285 <sup>th</sup> , 292 <sup>nd</sup> , 300 <sup>th</sup> , 307 <sup>th</sup> , 315 <sup>th</sup> , 322 <sup>nd</sup> , 330 <sup>th</sup> , 337 <sup>th</sup> , 345 <sup>th</sup> , 352 <sup>nd</sup> , 360 <sup>th</sup> , 367 <sup>th</sup> , 375 <sup>th</sup> , 382 <sup>nd</sup> , 390 <sup>th</sup> , 397 <sup>th</sup> , 405 <sup>th</sup> , 412 <sup>th</sup> ,

		420 <sup>th</sup> , 427 <sup>th</sup> , 435 <sup>th</sup> , 442 <sup>nd</sup> , 450 <sup>th</sup> , 457 <sup>th</sup> , 465 <sup>th</sup> , 472 <sup>nd</sup> , 480 <sup>th</sup> , 487 <sup>th</sup>
3	HP Portable SP Rocket Printer	Eligible Customers whose entry ranks are 494 <sup>th</sup> , 502 <sup>nd</sup> , 509 <sup>th</sup> , 517 <sup>th</sup> , 524 <sup>th</sup> , 532 <sup>nd</sup> , 539 <sup>th</sup> , 547 <sup>th</sup> , 554 <sup>th</sup> , 562 <sup>nd</sup> , 569 <sup>th</sup> , 577 <sup>th</sup> , 584 <sup>th</sup> , 592 <sup>nd</sup> , 599 <sup>th</sup> , 607 <sup>th</sup> , 614 <sup>th</sup> , 622 <sup>nd</sup> , 629 <sup>th</sup> , 637 <sup>th</sup> , 644 <sup>th</sup> , 652 <sup>nd</sup> , 657 <sup>th</sup> , 667 <sup>th</sup> , 674 <sup>th</sup> , 682 <sup>nd</sup> , 689 <sup>th</sup> , 697 <sup>th</sup> , 704 <sup>th</sup> , 712 <sup>th</sup> , 719 <sup>th</sup> , 727 <sup>th</sup> , 734 <sup>th</sup> , 742 <sup>nd</sup> , 749 <sup>th</sup> , 757 <sup>th</sup> , 764 <sup>th</sup> , 772 <sup>nd</sup> , 779 <sup>th</sup> , 787 <sup>th</sup> , 794 <sup>th</sup> , 802 <sup>nd</sup> , 809 <sup>th</sup> , 817 <sup>th</sup> , 824 <sup>th</sup> , 832 <sup>nd</sup> , 839 <sup>th</sup> , 847 <sup>th</sup> , 854 <sup>th</sup> , 862 <sup>nd</sup> , 869 <sup>th</sup> , 877 <sup>th</sup> , 884 <sup>th</sup> , 892 <sup>nd</sup> , 899 <sup>th</sup>
4	Lazada RM100 e-voucher	All other entry ranks from 1 <sup>st</sup> to 900 <sup>th</sup> not stated in the above rows (i.e. Eligible Customer who is not eligible / not selected to receive Gift Item 1, 2 and 3 above); OR  Eligible Customer whose entry rank is eligible for Gift Item 1, 2 or 3 but he/she has failed to answer the question in the Game correctly; OR  Eligible Customer who do not log in or do not complete the Game within fourteen (14) days upon receipt of the SMS/electronic Direct Mailer notification from HSBC.

- e) For avoidance of doubt, in the event the Eligible Customer whose entry rank is eligible for Gift Items 1, 2 or 3 but he/she has failed to complete the Game and/or failed to answer the question in the Game correctly, his/her eligibility for Gift Items 1, 2 or 3, as the case may be, will be forfeited, and the next Eligible Customer whose is the subsequent entry rank will be eligible to stand to receive Gift Items 1, 2 or 3.
- f) When all 900 Gift Items have been awarded, a new cycle will then be initiated and the same process in Clause 7 (a) to (e) shall repeat until completion of seven (7) cycles of the Gift Item selection process.
8. The following terms and conditions apply to Gift Items 1, 2 and 3 i.e. Morphy Richard Espresso Maker, Morphy Richard Espresso Maker, HP Portable SP Rocket Printer (collectively referred to as “**Electronic Gift**”):
- a) Electronic Gift is provided on an “As Is” basis

- b) Electronic Gift is not transferable and cannot be exchanged for cash, credit or in kind. The Electronic Gift is not guaranteed and based on HSBC Amanah's sole discretion.
  - c) HSBC Amanah reserves the right, at its sole discretion, to provide Electronic Gift in any colour that is available.
  - d) The successful Eligible Customers may receive the Electronic Gift within one (1) month upon fulfilling Clause 7. HSBC Amanah will not entertain any request to deliver Electronic Gift to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC Amanah's record. During the call for delivery address confirmation, the recipients of the Electronic Gift with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Electronic Gift on behalf of the Eligible Customer.
  - e) HSBC Amanah will not be liable for any mishaps, injuries, or accidents that may occur in the use of the Electronic Gift by the Eligible Customer(s), if any.
  - f) HSBC Amanah reserves the right to substitute the Electronic Gift with any other item at any time with 3 days prior notice.
  - g) Any loss or damage to the Electronic Gift is passed on to the Eligible Customer upon delivery of the Electronic Gift.
  - h) To the fullest extent permitted by law, HSBC Amanah expressly excludes and disclaims any representation, 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 the Electronic Gift.
9. The following terms and conditions apply to Gift Item 4, i.e. Lazada RM100 e-Voucher:
- a) The voucher code of the Lazada RM100 e-voucher will be displayed in the Game if the Eligible Customer is selected to be the recipient of the Lazada RM100 e-voucher (save for Eligible Customers who do not log in or do not complete the Game as stated in Clause 7(d)). The Eligible Customers are required to save/record the voucher code stated in the e-voucher for redemption.
  - b) For Eligible Customers who do not log in or do not complete the Game as stated in Clause 7(d), the voucher code of the Lazada RM100 e-voucher will be sent via SMS to the Eligible Customers if selected, within 1 month upon the end of the Promotion Period.
  - c) The Lazada RM100 e-voucher shall be subject to the terms and conditions of participating merchant and the validity period stated in the e-voucher. Any unused or unredeemed e-voucher after the end of the validity period would lapse and be invalid.
  - d) For avoidance of doubt, if the purchase at the participating merchant is for a value less than the amount of the Lazada RM100 e-voucher, the difference between the e-voucher and the purchase will be forfeited and no refund will be given to the Eligible Customer. If the value of the e-voucher is less than the value of the item(s) purchased, the difference shall be borne by the Eligible Customer.

- e) The e-voucher is not transferable and cannot be exchanged for cash, credit or in kind. The e-voucher is not guaranteed and based on HSBC Amanah's sole discretion.
- 10. 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.
- 11. HSBC Amanah reserves the right, at its absolute discretion, in the allocation of the Gifts 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.

### **General Terms and Condition**

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 Promotion, even if HSBC Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 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 Promotion.
- 17. HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer(s):

- (i) 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;
- (ii) press advertisements;
- (iii) notice in the Eligible Customer's composite statement(s);
- (iv) display at its business premises; or
- (v) 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.

18. 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](http://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.

19. 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).

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 Promotionshall be final and binding.

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