

## HSBC Premier Prosperity Offer 1 (“Promotion”) Terms and Conditions

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

1. This Promotion by HSBC Bank will commence from 22 January 2018 until 31 March 2018 (“Promotion Period”), both dates inclusive or upon reaching Promotion maximum allocation of RM300,000,000.00 (whichever earlier).
2. Customers who may participate in this Promotion are stated in Table A below, and excludes customers mentioned in Clause 3.

**Table A:**

Offers	Eligibility
Prosperity Offer 1A – 4.00% p.a. Pure TD-i	<ul style="list-style-type: none"><li>• New HSBC Bank customers who are successfully on-boarded as Premier customers during the Promotion Period</li></ul>
Prosperity Offer 1B – 4.28% p.a. Pure TD-i	<ul style="list-style-type: none"><li>• New HSBC Bank Premier customers who are successfully on-boarded as Premier customers during the Promotion Period; <b>and</b></li><li>• Apply for or hold HSBC Premier Travel Credit Card/ HSBC Premier World MasterCard Credit Card; <b>OR</b></li><li>• Sign up for HSBC Amanah Perks@Work</li></ul>

3. The following customers are excluded from this Promotion:-
  - (a) Existing HSBC Bank and HSBC Amanah Premier customers;
  - (b) Existing HSBC customers who upgrade to HSBC Premier during the Promotion Period;
  - (c) Non-individuals or corporate customers;
  - (d) Non-HSBC Premier customers; and
  - (e) HSBC Bank / HSBC Amanah staff.(hereinafter referred to as “Eligible Customer(s)”).
4. The products and proposition included in this Promotion are as follows:-
  - (a) HSBC Premier by HSBC Bank;
  - (b) HSBC Amanah Term Deposit-i (“TD-i”) (Eligible for protection by PIDM). The TD-i is a product of HSBC Amanah;
  - (c) HSBC Premier Travel Credit Card
  - (d) HSBC Premier World MasterCard Credit Card
  - (e) HSBC Amanah Perks@Work
5. Under this Promotion, the Eligible Customer(s) will be entitled to a special rate MYR TD-i profit rate as per Table B. **Eligible Customer(s) is allowed to participate in either Offer 1A or Offer 1B only and not both Offers during the Promotion Period.**

**Table B:**

<b>Offers</b>	<b>TD-i Placement amounts (Fresh Funds only) during Promotion Period</b>	<b>Tenure TD-i</b>
<b><u>Offer 1A</u></b> 4.00% p.a. Pure Term Deposit-i Offer	Each TD-i placement must be a minimum of RM100,000 up to a maximum total of RM300,000 for each Eligible Customer(s) throughout the Promotion Period	6 months
<b><u>Offer 1B</u></b> 4.28% p.a. Pure Term Deposit-i Offer	Each TD-i placement must be a minimum of RM100,000 up to a maximum total of RM300,000 for each Eligible Customer(s) throughout the Promotion Period	6 months

6. If Eligible Customer(s) opens a sole and/or joint Premier account during the Promotion Period, the Eligible Customer(s) is/are only allowed to participate in either the sole or joint Premier account, not both. If Eligible Customer(s) has participated in this Promotion by a joint account, he or she cannot participate in the Promotion again under a sole account and vice versa. For illustration:

**Scenario 1**

Customers A and B are both Eligible Customer(s). They each open a sole HSBC Premier Account and together they open a joint HSBC Premier Account during the Promotion Period. To participate in the Promotion, if the customers A and B place the TD-i under their joint account, they cannot then also participate in the Promotion under each of their sole account.

HSBC Premier Account holder	Participation - TD-i placement
A+B	√
A	X
B	X

**Scenario 2**

Customer A and B are both Eligible Customer(s). During the Promotion Period, A and B respectively open a sole HSBC Premier Account and together they open a joint HSBC Premier Account. If both A and B respectively place TD-i under their sole accounts for the Promotion, they cannot then also participate in the Promotion under their joint account.

HSBC Premier Account holder	Participation - TD-i placement
A+B	X
A	√
B	√

7. "Fresh Funds" refer to monies from sources other than any existing account(s) held with HSBC Bank or HSBC Amanah in Malaysia, whether or not the account(s) are held in the name of the Eligible Customer(s), or otherwise.
8. All placements must be made within Promotion Period to enjoy the special TD-i Profit Rate stated in Table B.
9. The TD-i placement must be made within 7 working days of the Fresh Funds being transferred into the newly opened HSBC Bank Premier Account, and within 30 days from the date of account opening.
10. Rates stated in Table B are strictly applicable for placement at HSBC Bank/ HSBC Amanah Branch only.
11. There is a maximum allocation of RM300,000,000.00 for this Promotion which is pooled together with HSBC Amanah Premier Prosperity Offer 1. Utilisation of the said allocation as TD-i Profit Rate entitlement is on first come, first served basis.
12. If Eligible Customer(s) uplift the TD-i placed under this Promotion prematurely, the Eligible Customer(s) agrees that the Bank shall be entitled to a compensation payment equivalent to:
  - (a) For deposits 3 months and below: profit from the Murabahah Sale Price; or
  - (b) For deposits above 3 months: half of the profit for the completed months plus the profit for the uncompleted months.
13. Partial upliftment from a single TD-i placement is not allowed under this Promotion.
  - (a) Example 1: if customer makes a TD-i placement of RM100,000, he/she is not allowed to perform partial upliftment of any amount except full upliftment.
  - (b) Example 2: if customer makes three RM100,000 TD-i placement, he/she is allowed to uplift as an example one of the RM100,000 TD-i placement and enjoy the special TD-i profit rate on the remainder two TD-i placement.
14. Placement made under this Promotion is not allowed to be placed on lien for Malaysia My Second Home (MM2H) programme, overdraft facility, or financing.
15. Upon maturity, the TD-i will automatically be renewed for a further tenure of 6 months at the prevailing board rate until and unless the Eligible Customer(s) instructs otherwise. For clarity, this automatic renewal will continue for as long as Eligible Customer(s) has not instructed otherwise or TD-i placement has not been uplifted.

#### **General Terms and Conditions**

16. 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.
17. 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 Promotion.
18. This Promotion is not valid with any other Time Deposit or Term Deposit-i promotions that are concurrently offered by HSBC Bank/ HSBC Amanah.

19. HSBC Bank/ 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 Bank/ HSBC Amanah of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC Bank/ HSBC Amanah or 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.
20. 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, profits, 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.
21. To the fullest extent permitted by law, HSBC Bank/ 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.
22. HSBC Bank/ 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(s) (whether by written notice or via electronic means) sent to the Eligible Customer(s)' latest address/email address as maintained in 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.

23. 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 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;
  - (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.

- (c) HSBC Amanah Perks@Work Terms & Conditions.

24. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).
25. HSBC Bank/ 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 Bank/ HSBC Amanah.
26. HSBC Bank/ HSBC Amanah's decision on all matters relating to 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.
27. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank/ HSBC Amanah.