

**TERMS & CONDITIONS**  
**HSBC VISA Samsung A9 PROMOTION**

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

**THE PROMOTION PERIOD**

2. The “HSBC Visa Samsung A9 Promotion” (“Promotion”) shall run from 9 August 2016 to 9 October 2016, both dates inclusive (“Promotion Period”).

**ELIGIBILITY**

3. The Promotion is open to all primary and/or supplementary cardholders of:-
  - a. **HSBC Bank Credit Cards:** HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Reward Credit Card issued by HSBC Bank; and
  - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Advance Platinum Credit Card-i, MPower Platinum Credit Card-i and MPower Credit Card-i issued by HSBC Amanah,

EXCEPT for the following categories of persons:

- i. Holder(s) of HSBC Bank/HSBC Amanah Credit Cards/-i that are not issued in Malaysia; and/or
- ii. Holder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah’s definition at any time during the Promotion Period; and/or
- iii. Holder(s) of company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i

(hereinafter collectively referred to as the “**Eligible Cardholder**”).

**REGISTRATION CRITERIA**

4. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC Bank/HSBC Amanah Credit Card/-i via SMS during the Promotion Period. All his/her other Participating HSBC Bank/HSBC Amanah Credit Cards/-i including supplementary credit card/-i(s) shall automatically be tracked for the purpose of tabulating the Participation Criteria (defined at Clause 9 below).

Registration process is as follows:

- a. **SMS: A1<space>your 16-digit Participating HSBC Bank/HSBC Amanah Credit Card/-i number to 63839; or**
- b. Follow the instruction to register in the respective marketing communication materials.

Standard telecommunication charges will apply for each SMS sent.

5. Registration can be performed by either the primary or supplementary Eligible Cardholder.
6. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.

7. In the event the SMS is incomplete / invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS.
8. The Eligible Cardholder must use any of their Participating HSBC Bank/HSBC Amanah Credit Cards/-i in the manner as per Clause 9 below.

#### **PARTICIPATION & ELIGIBLE SPEND CRITERIA**

9. The Eligible Cardholder must spend using their Participating HSBC Bank/HSBC Amanah Credit Cards/-i (whether independently or collectively) in the following manner:-
  - a. Spend a minimum of RM300 or equivalent in a single receipt during Promotion Period; and
  - b. Spend can be made on any retail transactions in a single receipt as per Clause 10 below

(hereinafter referred to as the “**Participation Criteria**”).

10. Eligible Spend for the Promotion are those that:
  - a. Are charged to any of the Eligible Cardholder’s Participating HSBC Bank/HSBC Amanah Credit Cards/-i including the supplementary credit card(s) within the Promotion Period;
  - b. **Include:**
    - (i) All overseas retail transactions and internet transactions with payment denominated in foreign currencies, 0% instalment plans; and
    - (ii) All local retail and internet transactions
  - c. **Exclude:**
    - (i) Cash advances, Cash Instalment Plan, Balance Transfer, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee; and
    - (ii) Split and/or repetitive retail transactions consisting of five (5) or more transactions from the same merchant(s) in a day

(hereinafter referred to as the “**Eligible Spend**”).

11. Both primary and supplementary/ies credit card/-i spend will be taken into account to meet the Eligible Spend and Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC Bank / HSBC Amanah Credit Card/-i accounts, Eligible Spend made on all Participating HSBC Bank / HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion Period.

*Example: Cardholder A has a HSBC Visa Signature credit card, an HSBC Visa Platinum credit card and 2 supplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC Bank/HSBC Amanah Credit Card/-i will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.*

12. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).
13. Eligible Cardholders who have been selected as Winners in the HSBC/HSBC Amanah Visa iPad Pro Promotion will not be eligible to win in this Promotion.
14. Upon satisfying the Participation Criteria and Eligible Spend as stated in Clause 9 and Clause 10 above during the Promotion Period, the Eligible Cardholder stands to receive a Samsung Galaxy A9 Pro (“Prize”) based on the Selection Process below.

## SELECTION PROCESS

15. Eligible Cardholders will get one (1) Contest Entry for every Eligible Spend on local transactions that satisfy Clauses 9 and 10 above; and three (3) Contest Entries for every Eligible Spend on overseas transactions that satisfy Clauses 9 and 10 above.

*Example: If Cardholder A spent RM781 on local transactions in a single receipt, he/she will be entitled to 1x entry. If Cardholder B spent RM480 on local transactions in a single receipt and RM720 equivalent in foreign currency on overseas transactions in a single receipt, he/she will be entitled to 1x entry on local transaction and 3x entries on overseas transaction, total 4 entries.*

16. Three (3) daily Eligible Cardholders will be selected as Potential Winners i.e. a total of one hundred and eighty six (186) Potential Winners throughout the Promotion Period in accordance with the selection process below ("Potential Winner"). The following is the selection process adopted to determine the Potential Winner:

### **Potential Winner Selection ("Potential Winner")**

Each Contest Entry will be assigned a serial number, which is allocated sequentially starting from 1 for the smallest serial number to the largest.

The total number of daily Contest Entries will be divided by 3 for the Promotion. This division will return the multiplier number ("Multiplier") with which to short-list Potential Winners, rounded down to the closest whole number.

For example, if the total number of entries for a particular day of the Promotion Period is 301, the Multiplier will be  $301/3 = 100.33$ , rounded down to 100. As such, the entries which are numbered by multiples of 100 will be selected, e.g. 100, 200, 300. This will allow the selected 3 daily Potential Winners to be shortlisted to win the Prizes.

17. If the Eligible Cardholder has more than one (1) Contest Entry that are assigned the Potential Winner serial numbers, only the first Potential Winner serial number will be taken into account. The second Potential Winner serial number will be disqualified and the Eligible Cardholder with the next serial number will be chosen as the replacement Potential Winner.

*For example, Potential Winner 1 (serial number 100) is also Potential Winner 3 (serial number 300). The replacement Potential Winner 3 will then be Eligible Cardholder with serial number 301.*

18. Within four (4) weeks after the Promotion Period, the Potential Winner will receive an SMS notifying them on the Prize they stand to receive, subject to the Potential Winner correctly answering a question sent to the Potential Winner via SMS. The Potential Winner is to send the answer/reply via SMS to 63839 within 2 days from the date of the SMS. Only the primary Eligible Cardholders will be contacted via SMS.
19. Only Potential Winners who answer the question correctly via SMS will receive the Prize ("Winner"). The question will have a 'Yes' or 'No' answer.
20. An SMS will be sent to Potential Winners who do not answer the question correctly, informing them that they have answered the question incorrectly. These Potential Winners will not be entitled to the Prize.
21. If Potential Winners do not reply within 2 days from the date of the SMS, the Potential Winners will be disqualified from the Promotion.

22. Potential Winners who (i) fail to answer the question correctly; or (ii) do not reply to the SMS will not receive the Prize. In such event, the Eligible Cardholder bearing the subsequent serial number will be short-listed and the sequence in Clause 16 will re-commence until the determination of all the Winners in the Promotion.

*For example, HSBC Bank/HSBC Amanah selects Potential Winner whose assigned serial number is 100 and he/she does not reply the SMS or withdraws from the Promotion, then Potential Winner with the following serial number 101 will be contacted via SMS. If Potential Winner whose assigned serial number is 101 answers the question incorrectly or was disqualified, HSBC Bank/HSBC Amanah will select the Potential Winner whose assigned serial number is 102 to be contacted via SMS.*

#### **PRIZE CONDITIONS**

23. There are a total of one hundred and eighty six (186) Prizes for this Promotion which are pooled together with the "HSBC Visa Amanah Samsung A9 Promotion".
24. Eligible Cardholders can only win one (1) Prize under this Promotion and the Prize will be given to the primary Eligible Cardholder only.
25. The following terms and conditions apply to the Prize:
- The Prize is provided on an "As Is" basis.
  - The Prize is not transferable and cannot be exchanged for cash, credit or in kind.
  - The Winners under this Promotion will be notified via SMS within four (4) weeks after the Promotion Period. The SMS(s) will be sent to the contact details of the primary Eligible Cardholder maintained in HSBC Bank /HSBC Amanah's records.
  - HSBC Bank/HSBC Amanah reserve the right, at their sole discretion, to provide the Prize in any colour that is available.
  - The Prize will only be couriered to the primary Eligible Cardholder's address as maintained by HSBC Bank/HSBC Amanah. HSBC Bank/HSBC Amanah will not entertain any request to deliver the Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC Bank's/HSBC Amanah's record. Winners with an overseas address shall nominate, by writing to HSBC Bank/HSBC Amanah, a proxy in Malaysia with a Malaysian address who will receive the Prize on behalf of the said Eligible Cardholder.
  - HSBC Bank/HSBC Amanah reserves the right to substitute the Prize with any other item of similar value at any time with 3 days prior notice.
  - HSBC Bank/HSBC Amanah will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Prize(s) received under this Promotion.
  - Any loss or damage to the Prize is passed on to the Eligible Cardholder on delivery of the Prize to the Eligible Cardholder.
  - HSBC Bank/HSBC Amanah do not in any way endorse, sanction, approve or support the use of the Prize or the Samsung brand.
  - 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 the Prize.
  - The Prize does not include any accessories or items that are shown in the leaflet or website or any marketing materials, as they are for illustration purposes only.

#### **GENERAL TERMS & CONDITIONS**

26. At the time of fulfilment of the Prize and during the Promotion Period, all the Participating HSBC Bank / HSBC Amanah Credit Card/-i Eligible Cardholders MUST NOT be delinquent, and/or invalid or

cancelled within HSBC Bank / HSBC Amanah's definition, otherwise they will be disqualified from participating or receiving the Prize from this Promotion.

27. HSBC Bank / HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to fulfil the Prize to any third party other than the Eligible Cardholders.
28. HSBC Bank / HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who have been selected to receive the Prize for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC Bank / HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
29. HSBC Bank / HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
30. The 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.
31. HSBC Bank / HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - I. 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 Bank / HSBC Amanah's records;
  - II. press advertisements;
  - III. notice in the Eligible Cardholder's credit card statement(s);
  - IV. display at its business premises; or
  - V. notice on HSBC Bank / 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.
32. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Bank and HSBC Amanah. The UTCs are available at [www.hsb.com.my](http://www.hsb.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
33. 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.
34. HSBC Bank / HSBC Amanah 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 Bank / HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Bank / HSBC Amanah 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.
35. HSBC Bank and HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's or 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 Bank or HSBC Amanah have been advised of the possibility of such loss or damage.

36. 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.
37. HSBC Bank's / 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 Prize 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.
38. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank / HSBC Amanah.