

TERMS & CONDITIONS
HSBC APPLE RACE 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”, collectively referred to as “**HSBC**”.

THE PROMOTION PERIOD

2. The “HSBC APPLE RACE Promotion” (“**Promotion**”) runs from 1 April 2017 to 30 June 2017, comprising the following periods:-
 - (i) 1 April 2017 - 30 April 2017 (“**Promotion Month 1**”);
 - (ii) 1 May 2017 - 31 May 2017 (“**Promotion Month 2**”); and
 - (iii) 1 June 2017 - 30 June 2017 (“**Promotion Month 3**”).

(collectively, the “**Promotion Period**”)

ELIGIBILITY

3. The Promotion is open to all primary and/or supplementary cardholders of the following credit cards issued by HSBC who receive an SMS message and/or electronic mail on this Promotion from HSBC:
 - a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Reward Credit Card and HSBC Gold MasterCard Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i , MPower Platinum Credit Card-i and MPower Credit Card-i

(collectively, the “**Participating HSBC Bank/HSBC Amanah Credit Cards/-i**”)

EXCEPT for the following categories of persons:

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

(collectively, the “**Eligible Cardholder**”).

REGISTRATION CRITERIA

4. To participate in this Promotion, the Eligible Cardholder must register as per the Registration Process below. 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:

- a. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated in the SMS; 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 (independently or collectively) on any Eligible Spend as per Clause 10 below ("**Participation Criteria**").
10. Eligible Spend for this 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** all internet transactions, local and overseas retail transactions, 0% instalment plans; and
 - c. **Exclude** cash advances, Cash Instalment Plan, Balance Transfer, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

(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 is based on transaction dates (Malaysian Time).

PRIZE CONDITIONS

Monthly Prize

13. The first 15 Eligible Cardholders with the highest Eligible Spend amount for each Promotion Month 1, Promotion Month 2 or Promotion 3, who satisfy Clauses 9 and 10 above ("**Monthly Winner**") will win **one (1)** Apple Watch – Stainless Steel Case with Milanese Loop as per Table 1, subject to Clauses 15 and 16. In the event of a tie in the amount spent for the top 15 positions for each of the Promotion

Month, the Eligible Cardholder who achieves the tied Eligible Spend amount first will be given priority when determining the Monthly Winner.

Grand Prize

14. The first 15 Eligible Cardholders with the highest Eligible Spend amount throughout the Promotion Period, who satisfy Clauses 9 and 10 above (“**Grand Winner**”) will win **one (1)** Apple 32GB iPhone 7 Plus as per Table 1, subject to Clauses 15 and 16. In the event of a tie in the amount spent for the top 15 positions throughout the Promotion Period, the Eligible Cardholder who achieves the tied Eligible Spend amount first will be given priority when determining the Grand Winner.
15. The Prize will be given to the primary Eligible Cardholder only.
16. The Eligible Cardholder can receive a maximum of **one (1)** Prize only throughout the Promotion Period. If the Eligible Cardholder is identified as both the Grand Winner and the Monthly Winner, the Eligible Cardholder shall receive the Grand Prize only. In the event of such circumstance, a new Monthly Winner will be selected based on the next highest Eligible Spend amount for that particular Promotion Month.

Table 1: Promotion Month, Monthly Prize and Grand Prize

Promotion Month	Promotion Period	Monthly Prize	Grand Prize
1	1 April 2017 – 30 April 2017	15 units of Apple Watch – Stainless Steel Case with Milanese Loop	15 units of Apple 32GB iPhone 7 Plus
2	1 May 2017 – 31 May 2017	15 units of Apple Watch – Stainless Steel Case with Milanese Loop	
3	1 June 2017 – 30 June 2017	15 units of Apple Watch – Stainless Steel Case with Milanese Loop	

17. There are a total of forty five (45) units of Monthly Prize and fifteen (15) units of Grand Prize for this Promotion which are pooled together with the “HSBC Amanah Apple Race Promotion”.
18. The following terms and conditions apply to the Prize:
 - a. The Prize is provided on an “As Is” basis.
 - b. The Prize is not transferable and cannot be exchanged for cash, credit or in kind.
 - c. The Winners under this Promotion will be notified via SMS within eight (8) to twelve (12) weeks after the Promotion Period. The SMS(s) will be sent to the contact details of the primary Eligible Cardholder maintained in HSBC’s records.
 - d. HSBC reserve the right, at their sole discretion, to provide the Prize in any colour that is available.
 - e. The Prize will be couriered within twelve (12) weeks after the Promotion Period to the primary Eligible Cardholder’s address as maintained in HSBC’s records. HSBC 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’s record. During the call for delivery address confirmation, Monthly Winners and/or Grand Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Prize on behalf of the said Monthly Winner and/or Grand Winner.
 - f. HSBC reserves the right to substitute the Prize with any other item of similar value at any time with 3 days prior notice.

- g. HSBC 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.
- h. Any loss or damage to the Prize is passed on to the Monthly Winner and/or Grand Winner upon delivery of the Prize.
- i. HSBC do not in any way endorse, sanction, approve or support the use of the Prize or the Apple brand.
- j. To the fullest extent permitted by law, HSBC 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.
- k. 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.
- l. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

GENERAL TERMS & CONDITIONS

- 18. At the time of fulfilment of the Prize and during the Promotion Period, all the Participating HSBC Bank/HSBC Amanah Credit Card/-i **MUST BE PIN ACTIVATED** and the Eligible Cardholders **MUST NOT** be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Prize from this Promotion.
- 19. HSBC 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.
- 20. HSBC reserves the right to publish or display the name, picture and city of residence of the Monthly Winners and Grand Winners who received the Prize for this Promotion for advertising and publicity purposes. By participating in this Promotion, the Monthly Winners and Grand Winners hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
- 21. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
- 22. 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.
- 23. HSBC 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 HSBC'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'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.
- 24. These 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. The UTCs are available at www.hsbc.com.my and 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.

25. 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.
26. 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.
27. 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 has been advised of the possibility of such loss or damage.
28. 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.
29. HSBC'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.
30. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.