

TERMS AND CONDITIONS
HSBC Premier TMD/TD-i Promotion ("Promotion") 2018

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**", collectively referred to as "**HSBC**".

PROMOTION PERIOD

1. This Promotion by HSBC will commence from **01 August 2018** until **31 December 2018** ("Promotion Period"), both dates inclusive.

ELIGIBILITY

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
Offer A – 4.00% p.a.	<ul style="list-style-type: none"> • New HSBC customers who are successfully on-boarded as Premier customers during the Promotion Period (the "New Premier A")
Offer B – 4.28% p.a.	<ul style="list-style-type: none"> • New HSBC Premier customers who are successfully on-boarded as Premier customers during the Promotion Period; and either <ol style="list-style-type: none"> (i) apply for or hold a HSBC Premier Travel Credit Card/ HSBC Premier World MasterCard Credit Card/-i during the Promotion Period; OR (ii) sign up for HSBC Amanah Perks@Work during the Promotion Period. (the "New Premier B") • Existing HSBC Premier customers who received an invitation via SMS to participate in this Promotion. (the "Existing Customer A") • Existing customers who received an invitation via SMS and successfully upgraded to HSBC Premier during Promotion Period (the "Existing Customer B")

3. The following customers are excluded from this Promotion:-
 - (a) Non-individuals or corporate customers;
 - (b) Non-HSBC Premier customers; and
 - (c) HSBC Bank / HSBC Amanah staff.

(hereinafter referred to as "**Eligible Customer(s)**").¹

PROMOTION MECHANICS

¹ The Eligible Customers must meet HSBC Amanah Premier requirement to enjoy the benefits offered under this Promotion. Additionally, the Eligible Customers need to maintain a HSBC/ HSBC Amanah Premier Account/-i in order to channel the TD-i placement.

4. The products and proposition included in this Promotion are as follows:-
- (a) HSBC Premier by HSBC Bank/ HSBC Amanah;
 - (b) HSBC Bank Time Deposit (“TMD”) (Eligible for protection by PIDM);
 - (c) HSBC Amanah Term Deposit-i (“TD-i”) (Eligible for protection by PIDM);
 - (d) HSBC Premier Travel Credit Card;
 - (e) HSBC Premier World MasterCard Credit Card;
 - (f) HSBC Amanah Premier World MasterCard Credit Card-i
 - (g) HSBC Amanah Perks@Work
5. Under this Promotion, the Eligible Customer(s) will be entitled to a special rate MYR TMD interest rate/ TD-i profit rate as per Table B. **Eligible Customer(s) is allowed to participate in either Offer A or Offer B only and not both Offers during the Promotion Period.**

Table B:

Offers	TMD/TD-i Placement amounts (Fresh Funds only) during Promotion Period	Tenure TMD/TD-i
Offer A – 4.00% p.a.	Each TMD/TD-i placement must be a minimum of RM100,000 up to a maximum total of RM500,000 for each Eligible Customer(s) throughout the Promotion Period	6 months
Offer B – 4.28% p.a.	Each TMD/TD-i placement must be a minimum of RM100,000 up to a maximum total of RM500,000 for each Eligible Customer(s) throughout the Promotion Period	6 months

6. There is a maximum of RM50,000,000 monthly cap for total New Premier A and B placements and RM100,000,000 monthly cap for total Existing Customers placements based on a first come, first served basis for this Promotion, which is pooled together with HSBC Amanah Premier TD-i Promotion 2018.

Table C: Monthly Placement Amount Allocation

Promotion Month	New Premier A & B Total Placement Amount Allocation (RM)	Existing Customer A & B Total Placement Amount Allocation (RM)	Maximum Placement per Eligible Customer (RM)
Jul	50,000,000	100,000,000	500,000
Aug	50,000,000	100,000,000	
Sep	50,000,000	100,000,000	
Oct	50,000,000	100,000,000	
Nov	50,000,000	100,000,000	
Dec	50,000,000	100,000,000	
TOTAL	300,000,000	600,000,000	

7. In the event the placement amount allocated for a specific Promotion Month has not been fully utilised, the unutilised amount will not be brought forward to the following Promotion Month.
8. 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 TMD/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 – TMD/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 TMD/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 – TMD/TD-i placement
A+B	X
A	√
B	√

9. “Fresh Funds” refer to monies from sources other than any existing account(s) held with HSBC Bank/ HSBC Amanah in Malaysia, whether or not the account(s) are held in the name of the Eligible Customer(s), or otherwise.
10. All TMD/TD-i placements must be made within Promotion Period to enjoy the special TMD Interest Rate/TD-i Profit Rate stated in Table B.
11. The TMD/TD-i placement must be made within 7 working days of the Fresh Funds being transferred into the newly opened HSBC Premier Account, and within 30 days from the date of account opening.
12. Rates stated in Table A & B are strictly applicable for placement at HSBC Bank/ HSBC Amanah branches only.
13. If Eligible Customer(s) uplift the TMD/TD-i placed under this Promotion prematurely, the Eligible Customer(s) agrees that HSBC shall be entitled to a compensation payment equivalent to:

TMD:

 - (a) For deposits held 3 months and below: no interest shall be paid
 - (b) For deposits held above 3 months: interest will be paid at half the contracted rate for each completed month.

TD-i:

 - (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.
14. Partial upliftment from a single TMD/TD-i placement is not allowed under this Promotion.

- (a) Example 1: if customer makes a TMD/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 TMD/TD-i placement, he/she is allowed to uplift as an example one of the RM100,000 TMD/TD-i placement and enjoy the special TMD Interest Rate/TD-i Profit Rate on the remainder two TMD/TD-i placement.
15. Placement made under this Promotion is not allowed to be placed on lien for Malaysia My Second Home (MM2H) programme, overdraft facilities and/or financing.
16. Upon maturity, the TMD/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 TMD/TD-i placement has not been uplifted.

GENERAL TERMS AND CONDITIONS

17. 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.
18. 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.
19. This Promotion is not valid with any other Time Deposit or Term Deposit-i promotions that are concurrently offered by HSBC Bank/ HSBC Amanah.
20. 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.
21. 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.
22. 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.
23. 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/ 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/ 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.

24. 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 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 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.

25. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).

26. HSBC Bank/ HSBC Amanah's decision on all matters relating to this Promotion shall be final and binding.