

TERMS & CONDITIONS

HSBC ZALORA Gift Card Acquisition Promotion ("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**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i are collectively referred to as "**HSBC Credit Card(s)/-i**".

PROMOTION PERIOD

2. The Promotion comprises of the following periods:-
 - a. **Sign-Up Period** runs from **11 November 2017 to 11 February 2018**, both dates inclusive and is defined as the period when the customer applies for a **primary** Participating HSBC Credit Card(s)/-i (defined in Clause 3 below) through HSBC's website at the following link (<https://sp.hsbc.com.my/zalora>) ("**Sign-Up Period**"); and
 - b. **Activation Period** is defined as 60 days from the date of the welcome letter for the Promotion ("**Activation Period**");

(hereinafter collectively referred to as the "**Promotion Period**").

ELIGIBILITY

3. Subject to Clause 4 hereunder, this Promotion is open to any individual who is a Malaysian resident who, during the Sign-Up Period, applies for any one or more of the following primary HSBC Credit Cards/-i:
 - a. **HSBC Bank Credit Cards**: HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah MPower Platinum Credit Card-i;
4. The following categories are not eligible to participate in this Promotion:
 - a. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within three (3) months before the date of application and is applying or re-applying for any Participating HSBC Credit Card(s)/-i under this Promotion;
 - b. Cardholder(s) who applied for a primary HSBC Credit Card(s)/-i in the past 6-months;
 - c. Cardholder(s) who have participated or are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels either by HSBC or authorized 3rd parties;
 - d. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and
 - e. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i

(hereinafter collectively referred to as the "**Eligible Cardholders**").

PARTICIPATION CRITERIA & ELIGIBLE SPEND

5. Eligible Cardholders must during the Promotion Period:-
 - a. **Apply** for any Participating HSBC Credit Card/-i via HSBC's website at the following link (<https://sp.hsbc.com.my/zalora>);
 - b. **Activate** his/her newly approved Participating HSBC Credit Card/-i according to the activation steps in the Welcome Letter within the Activation Period; and
 - c. **Use** his/her Participating HSBC Credit Card/-i on Eligible Spend as per Clause 6 within the Activation Period.

(the "**Participation Criteria**")

6. Eligible Spend for the Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i within the Activation Period subject to the conditions below:
 - a. spend a minimum of RM1,000 (or equivalent) in a single or cumulative receipts;
 - b. **includes:** internet transactions, local and overseas retail transactions, standing instructions/auto-billing, Cash Advance, Balance Transfer and Cash Instalment Plan;
 - c. **excludes:** finance charges/management fees and credit card annual fees.

(the "Eligible Spend")

PROMOTION OFFER & FULFILMENT CONDITIONS

7. Upon satisfying the Participation Criteria and Eligible Spend in Clauses 5 and 6 above, the first **300** Eligible Cardholders will receive a maximum of one (1) unit of **RM500 ZALORA Gift Card** only per Eligible Cardholder, throughout the Promotion Period on a first-come, first-served basis and subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
8. The maximum units of RM500 ZALORA Gift Card to be given out under this Promotion are **300** units. HSBC is the sole provider for all the RM500 ZALORA Gift Card in this Promotion.
9. At the time of fulfilment of RM500 ZALORA Gift Card, the Participating HSBC Credit Card/-i **MUST BE PIN ACTIVATED** and MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating or receiving the RM500 ZALORA Gift Card under this Promotion.
10. The RM500 ZALORA Gift Card is not transferable and cannot be exchanged for cash, credit or in kind.
11. The Eligible Cardholders who are entitled to receive a RM500 ZALORA Gift Card will be notified by HSBC via email within four (4) to eight (8) weeks after the Promotion Period. The email will be sent to the contact details of the Eligible Cardholder maintained in HSBC's records. Via the email, the Eligible Cardholder will receive a unique code with instructions on how to redeem the RM500 ZALORA Gift Card.
12. HSBC shall not be held liable or responsible in any way or form for the purchase, use or enjoyment of the products purchased by the Eligible Cardholders from ZALORA using the RM500 ZALORA Gift Card.
13. 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 of the RM500 ZALORA Gift Card for a particular purpose.
14. HSBC does not in any way endorse, sanction, approve or support the use of the ZALORA website or any brand or merchandise sold thereon. Any query and/or dispute on purchase or usage of the merchandise purchased from the ZALORA website must be directed to, and resolved with ZALORA directly and HSBC shall not be held responsible for any loss, damages or issues resulting from the same.
15. The validity of the RM500 ZALORA Gift Card is for a period of twelve (12) months from the date of the email sent to Eligible Cardholders who are entitled to receive the RM500 ZALORA Gift Card.

GENERAL TERMS & CONDITIONS

16. HSBC 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 RM500 ZALORA Gift Card for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders 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.
17. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the RM500 ZALORA Gift Card received under this Promotion.
18. HSBC reserves the right to substitute the RM500 ZALORA Gift Card with any other item of similar value at any time with 3 days prior notice.

19. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
20. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. 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's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC 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.
21. 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 insofar as they apply to this Promotion.
22. 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.
23. HSBC 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 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.
24. 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 have been advised of the possibility of such loss or damage.
25. 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.
26. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the RM500 ZALORA Gift Card recipients 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.
27. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.