# TERMS & CONDITIONS HSBC AN APPLE A DAY PROMOTION ("Promotion")

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") (collectively as "HSBC").

## **PROMOTION PERIOD**

2. "Promotion Period" runs from 22 October 2024 to 29 January 2025, both dates inclusive.

Promotion Month	Promotion Dates	Number of days
1	22 October 2024 to 31 October 2024	10 days
2	1 November 2024 to 30 November 2024	30 days
3	1 December 2024 to 31 December 2024	31 days
4	1 January 2025 to 29 January 2025	29 days
	TOTAL	100 days

#### **PARTICIPATION & ELIGIBILITY**

3. This Promotion is open to all primary and/or supplementary cardholders of the following Participating HSBC/HSBC Amanah Credit Card/-i(s) as set out in **Table 2** below ("**Eligible Cardholders**").

Table 1: Participating HSBC/HSBC Amanah Credit Card/-i(s)

HSBC Bank	•	HSBC Premier Mastercard Travel Credit Card	
	•	HSBC Premier World Mastercard Credit Card	
	•	HSBC Visa Signature Credit Card	
	•	HSBC Travel One Mastercard Credit Card	
	•	HSBC Live+ Visa Credit Card	
	•	HSBC Visa Platinum Credit Card	
	•	HSBC Mastercard Platinum Credit Card	
HSBC Amanah	•	HSBC Amanah Premier World Mastercard Credit Card-i	
	•	HSBC Amanah MPower Visa Platinum Credit Card-i	
	•	HSBC Amanah MPower Visa Credit Card-i	

- 4. The following categories of persons are **not eligible** to participate in this Promotion:
  - a. Cardholder(s) of HSBC/HSBC Amanah Credit Card/-i(s) that are not issued in Malaysia; and/or
  - b. Cardholder(s) of company and/or corporate HSBC/HSBC Amanah Credit Card/-i(s).
- 5. Existing Cardholders whose Participating HSBC/HSBC Amanah Credit Card/-i(s) and/or any other HSBC/HSBC Amanah credit card/-i(s) are not activated, dormant/inactive, invalid, delinquent, suspended or closed/cancelled during the Promotion Period or at the time of fulfillment of the reward will not be eligible to join and/or receive any rewards under this Promotion.
- 6. **Registration is required to participate in this Promotion** and the registration process is as follows:

## Registration process:

- a. SMS: AA<space>your last 6-digit Participating HSBC/HSBC Amanah Credit Card/-i(s) number to 66300;
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the registration instructions as stated therein; or
- c. Follow the registration instructions in the EDM invitation or respective marketing communication materials.

Note: Standard telecommunication charges will apply for each SMS registration sent.

7. The SMS registration can be performed by either primary or supplementary Cardholder using the mobile number registered with HSBC. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost to the mobile number used for the registration. In the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost requesting to re-register. The Eligible Cardholders must ensure they have keyed in the correct Participating HSBC/HSBC Amanah Credit Card/-i(s) number in the SMS to register successfully.

#### **PROMOTION MECHANICS**

- 8. To stand a chance to win one (1) unit of iPhone 16 Pro Max 256GB ("the Prize"), the Eligible Cardholders must earn promotion entries based on the Spend Criteria in Table 2 during the Promotion Period.
- 9. Each primary Eligible Cardholder stands a chance to win a maximum of one (1) unit of the Prize throughout the Promotion Period in accordance with the terms and conditions herein. There is a total allocation of one hundred (100) units of the Prize to be given out under this Promotion which is pooled together with HSBC Amanah An Apple A Day Promotion. HSBC Bank is the sole provider of the Prizes under this Promotion.
- 10. "Eligible Spend" for this Promotion are transactions charged to any of the Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i(s) including the supplementary credit card(s) within the Promotion Period which:
  - a) includes all local and overseas retail transactions; and
  - b) **excludes** cash advances, 0% instalment plans. Balance Conversion Plan, Balance Transfer Instalment, Card Instalment Plan, Cash Instalment Plan, standing instructions/auto-billing, finance charges/management fees, annual fees and Sales and Services tax (SST).
- 11. For avoidance of doubt, the Eligible Spend made by the supplementary cardholders will be consolidated with the primary cardholder and only the primary cardholders of Participating HSBC/HSBC Amanah Credit Card/-i(s) stand to receive the Prize.
- 12. The tracking of the Eligible Spend is based on posting dates (Malaysian Time) and HSBC will not be held responsible for any late posting. There will be a 7-day buffer period allocated for posting of transactions made on the last day of the Promotion Period.

Table 2: Promotion entries based on Spend Criteria

Category	Spend Criteria	Number of promotion entry(ies)
1	Every RM100 Eligible Spend in local currency	1
2	Every Eligible Spend using Samsung Pay/Google Pay/Apple Pay	2
3	Every newly approved or renewed card which is activated* with 1 transaction performed during the Promotion Period.	5
4	Every RM1,000 equivalent Eligible Spend in Foreign currency	20
5	Every newly approved Balance Conversion Plan/Balance Transfer Instalment, Card Instalment Plan or Cash Instalment Plan with Participating HSBC/HSBC Amanah Credit Card/-i(s)	10

<sup>\*</sup> This includes credit card applications made before 22 October 2024 but activation is done during the Promotion Period.

### **Selection of Winners**

- 13. The winners' selection process is as follows:
  - a. All entries earned throughout the Promotion Period are assigned with a serial number in HSBC's randomizer system.

- b. After the end of each Promotion Month, HSBC will perform a one (1) time randomization of the entries received to determine the winners of the Prize.
- c. The number of entries shortlisted will correspond with the number of days in the respective Promotion Month. For example, the entries ranked 1<sup>st</sup> to 17<sup>th</sup> from the randomization results will be shortlisted as Potential Winners for the month of October 2024 ("Potential Winner(s)").
- d. The Potential Winner(s) will receive notification SMS within ten (10) to fourteen (14) weeks after the end of each Promotion Month, at the mobile numbers maintained in HSBC's records, notifying them that they stand a chance to receive the Prize, subject to answering a question via SMS correctly. The Potential Winner(s) must answer the question via SMS correctly within three (3) days from the date of receipt of the SMS.
- e. A SMS will then be sent to the Potential Winner(s) to confirm the winners for the Prize. The Potential Winner(s) who fail to fulfil the requirements under Clause 13 (d) will be disqualified from winning the Prize.
- f. In the event HSBC has not selected a Winner due to non-compliance of Clause 13 (d) (including no mobile number maintained in HSBC's records), the next available entry from the respective randomization results will be selected as Potential Winners, and the same process in Clause 13 (d) to (f) shall be repeated up to two (2) rounds, and thereafter the Prize, if any, shall be forfeited.
- 14. HSBC will notify Prize Winners via SMS and HBSC's appointed agent will contact the winners to arrange for the delivery of the Prize to their registered mailing addresses within two (2) weeks after the Prize Winners have been selected, subject to stock availability of the Prize.
- 15. The following terms and conditions apply to the Prize:
  - a. The Prize will be awarded to the **primary** Eligible Cardholders only.
  - b. The Prize will be provided on an "as is" basis.
  - c. The Prize is not transferable and cannot be exchanged for cash, credit or in kind.
  - d. HSBC will provide the Prize in any colour that is available.
  - e. HSBC will not entertain any request to deliver the Prize to an overseas or third party 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, the Prize 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 Prize Winners.
  - 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 received under this Promotion.
  - h. 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.
  - i. 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.
  - j. Apple is not a participant in or sponsor of this Promotion. The trade name and logo of Apple are trademarks belonging to Apple Inc. HSBC is not in any way endorsing, approving or supporting the use of any brand or merchandise sold by Apple.
  - k. Any query or dispute on the usage or fitness for purpose of the Prize must be directed to and resolved directly with Apple.

# **GENERAL TERMS & CONDITIONS**

- 16. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 17. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via:
  - a. via electronic means;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
  - d. display at its business premises; or
  - e. notice on HSBC internet website(s);

such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery.

- 18. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Promotion. In the event of inconsistency, this terms shall prevail in relation to this Promotion.
- 19. The below terms also applies:
  - (i) HSBC/HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at <a href="https://www.hsbc.com.my">www.hsbc.com.my</a> and;
  - (ii) HSBC/HSBC Amanah Cardholder Agreements;
  - (iii) HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 20. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 21. The Eligible Cardholder shall be responsible for any applicable taxes.
- 22. HSBC's decision on all matters relating to this Promotion shall be final and binding.