TERMS & CONDITIONS HSBC Spend & Cash It 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 15 November 2024 to 31 December 2024, both dates inclusive.

ELIGIBILITY

3. This Promotion is open to primary and supplementary credit cardholders of the following Participating HSBC Credit Card/-i(s) as set out in <u>Table 1</u> below who receive an SMS/eDM invitation from HSBC ("Eligible Cardholders") to participate in this Promotion:

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

HSBC Bank Credit Card	HSBC Premier Travel Credit Card,	
	HSBC Premier World MasterCard Credit Card,	
	HSBC Visa Signature Credit Card,	
	HSBC TravelOne Mastercard Credit Card,	
	HSBC Live+ Credit Card,	
	HSBC Visa Platinum Credit Card,	
	HSBC Platinum MasterCard Credit Card;	
HSBC Amanah Credit Card-i	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 <u>not eligible</u> to participate in this Promotion:
 - a. Cardholder(s) who did not receive the SMS and/or eDM invitation to participate.
- 5. The Eligible Cardholders whose Participating HSBC Credit Card/-i(s) are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Promotion Period or at the time of fulfilment of the Cash Back or Grand Prize will not be eligible to receive any Cash Back/Prizes 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.

PROMOTION MECHANICS

7. To stand a chance to win the Grand Prize ("Grand Prize"), the Eligible Cardholders must earn promotion entries based on the Spend Criteria in Table 2 during the Promotion Period.

- 8. Each primary Eligible Cardholder stand to win the Grand Prize throughout the Promotion Period in accordance with the terms and conditions herein. There is a total allocation of one (1) unit of the Grand Prize under this Promotion, which is pooled together with HSBC Amanah Spend & Cash It Promotion.
- 9. "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).
- 10. The tracking of the Eligible Spend is based on posting dates (Malaysian Time) reflected in HSBC's system during the Promotion Period 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 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, Smart Cash Plan, Card Instalment Plan or Cash Instalment Plan with Participating HSBC/HSBC Amanah Credit Card/-i(s)	10

^{*} This includes credit card applications made before 15 November 2024 but activation is done during the Promotion Period.

Selection of Winners

- 11. 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 the Promotion Period, HSBC will perform a one (1) time randomization of the entries received to determine the winner of the Grand Prize of which shall form one group for randomization purpose. The first (1st) entry from the randomization results will be shortlisted as "Potential Winner(s)".
 - c. The Potential Winner(s) will receive notification SMS within ten (10) to fourteen (14) weeks after the end of the Promotion Period, at the mobile numbers maintained in HSBC's records, notifying that he/she stand a chance to receive the Grand Prize, subject to answering a question via SMS correctly.
 - d. The Potential Winner 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 to confirm the winners for the Prize. The Potential Winner who fail to fulfil the requirements under Clause 7 (d) will be disqualified from winning the Prize.
 - f. In the event HSBC has not selected a Winner due to non-compliance of Clause 7 (d) (including no mobile number maintained in HSBC's records), the next available entry from the respective randomization results will be selected as Potential Winner, and the same process in Clause 7 (d) to (f) shall be repeated up to two (2) rounds, and thereafter the Grand Prize, if any, shall be forfeited.
- 12. HSBC will notify Grand 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 Winner have been selected.

Cash Back

13. The Eligible Cardholders who meet the spend target ("spend target") as stipulated in the SMS and/or eDM ("invitation") from HSBC within the Promotion Period will be eligible to receive the Cash Back ("Cash Back") as stipulated in the SMS and/or eDM, on a first come first serve basis, subject to the Cash Back capping in Table 3 below and the terms and conditions herein. For avoidance of doubt, each Eligible Cardholder may receive a maximum of one (1) unit of Cash Back throughout the Promotion Period.

Table 3: Cash Back capping

Promotion Period	Spend Target	Cash Back capping
15 November to 31 December	As stipulated in the SMS/eDM	RM352,000
2025	invitation sent to the Eligible	
	Cardholder(s)	

- 14. The Eligible spend during the Promotion Period on any Eligible Spend in a single or cumulative receipts/transactions (or equivalent in foreign currency) as per Clause 8 below using their Participating HSBC Credit Card/-i (s) stand to receive, as illustrated in <u>Table 2</u> above and the terms and conditions herein.
- 15. Both primary and supplementary/ies Participating HSBC Credit Card/-i spend will be taken into account to meet the Eligible Spend. Eligible Spend made on all Participating HSBC Credit Card/-i(s) by the primary Eligible Cardholder and his/her supplementary cardholder(s) 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 Cash Back.
- 16. 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.

PRIZES

Grand Prize

- 17. The Grand Prize is referred to as the "**Prizes**". The Prizes to be given out under this Promotion are pooled together with the HSBC Amanah Spend & Cash It Promotion. HSBC Bank is the sole provider for the Grand Prize in this Promotion.
- 18. The following terms and conditions apply to the Grand Prize:
 - a. The Grand Prize will be awarded to the **primary** Eligible Cardholders only.
 - b. The Grand Prize will be provided on an "as is" basis.
 - c. The Prizes are not transferable and cannot be exchanged for cash, credit or in kind.
 - d. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Grand Prize to any third party other than the Eligible Cardholders.
 - e. In the event of a tie in transaction time and/or amount, the primary Eligible Cardholder with the higher-ranking card type of Participating HSBC Credit Card/-i will get the Grand Prize.
 - (For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order: <a href="https://example.com/HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Visa Signature Credit Card, HSBC TravelOne Mastercard Credit Card, HSBC Live+ Credit Card, HSBC Visa Platinum Credit Card, HSBC Platinum MasterCard Credit Card, HSBC Amanah MPower Platinum Credit Card-i and HSBC Amanah MPower Credit Card-i.)
 - f. The Winner will receive SMS notification within six (6) to ten (10) weeks after the end of the Promotion Period, at the mobile numbers maintained in HSBC's records, notifying them as the winner ("Winner(s)").
 - g. The Grand Prize will be couriered within ten (10) to twelve (12) weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC records.

- h. Eligible Customers agree that HSBC has the right to collect and process information, for purposes as provided for in HSBC's Notice to Customers relating to the Personal Data Protection Act 2010 ("PDPA Notice") and HSBC's Universal Terms and Conditions ("UTC") and disclose necessary information to the HSBC authorized agent to facilitate fulfilment and delivery of the Prize to the Winners.
- i. HSBC will not entertain any request to deliver the Grand 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. The Grand Prize Winner with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Grand Prize on behalf of them.
- j. HSBC can substitute the Grand Prize with any other item of similar value at any time with 3 days' prior notice.
- k. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Grand Prize received in this Promotion.
- I. 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 Grand Prize.
- m. Any query or dispute on the usage or fitness for purpose of the Grand Prize must be directed to and resolve directly with the appointed authorised agent.
- n. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, the Eligible Cardholder will be disqualified from receiving the Grand Prize for this Promotion.

GENERAL TERMS & CONDITIONS

- 19. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 20. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via
 - i. via electronic means;
 - ii. press advertisements;
 - iii. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - iv. display at its business premises; or
 - v. notice on HSBC internet website(s);

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

21. This Terms and Conditions are in addition and must be read together with the respective products(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.

The below terms also apply:

- a. HSBC Universal Terms and Conditions ("UTCs") which is available at www.hsbc.com and www.hsbc.com
- b. HSBC Cardholder Agreement; and
- c. HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 22. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 23. The Eligible Cardholder shall be responsible for any applicable taxes.
- 24. HSBC's decision on all matters relating to this Promotion shall be final and binding.