

TERMS & CONDITIONS
Amended #DuitNowwithHSBC campaign

This Amended Terms and Conditions for #DuitNowwithHSBC campaign will supersede and replace the existing Terms and Conditions with effect from 4 February 2019.

- **Clause 4 has been amended and Table 2 has been included to provide further details on the Participation Criteria.**
- 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**”).

CAMPAIGN PERIOD

- 2. #DuitNowwithHSBC” (“**Campaign**”) runs from 8 January 2019 – 5 May 2019, both dates inclusive (“**Campaign Period**”).

ELIGIBILITY

- 3. This Campaign is open to all HSBC customers who:
 - (i) have an HSBC MYR deposit¹ account/-i (HSBC account); and
 - (ii) with DuitNow ID registered with HSBC. Customers who register their DuitNow ID with HSBC via HSBC Personal Internet Banking (“PIB”) and/or HSBC Malaysia Mobile Banking app during the Campaign Period are also eligible to participate in the Campaign;

BUT excludes the following:

- (i) Holder(s) of company and/or corporate HSBC account(s); and/or
- (ii) Joint account holders;

(Hereinafter referred to as the “**Eligible Participant(s)**”).

PARTICIPATION CRITERIA

- 4. To participate in this Campaign, an Eligible Participant must perform Eligible Transaction(s) described in **Table 1** below via HSBC PIB and/or the new HSBC Malaysia Mobile Banking app to earn the corresponding number of entries for each Eligible Transaction performed during the Campaign Period.

Table 1: Eligible Transactions

Eligible Transactions	Number of entries/ Eligible Transaction	Minimum Amount/Eligible Transaction (RM)
Pre-Registered HSBC DuitNow ID (registered before the Campaign Period) OR New DuitNow ID registered with HSBC during the Campaign Period, and receive or transfer money <i>for the first time</i> via HSBC DuitNow	15 entries	10.00
Subsequent transactions - receive and transfer money via HSBC DuitNow. Within a day, each subsequent Eligible Transactions must be to/from a unique* DuitNow ID in order to earn entries	5 entries	

*For avoidance of doubt, a DuitNow ID is considered unique when an Eligible Participant initiates an Eligible Transaction to/from a DuitNow ID for the first time on a particular day as illustrated in **Table 2 below**. Subsequent DuitNow transaction(s) to/from the same DuitNow ID on the same day will not be considered and will not earn any entry under this Promotion.

¹ MYR Deposit Account/-i(s) are:

HSBC Premier Account, HSBC Amanah Premier Account-i, HSBC Advance Account, HSBC Amanah Advance Account-i, HSBC Statement Savings Account, HSBC Amanah Statement Savings Account-i, HSBC Passbook Savings Account, HSBC Amanah Passbook Savings Account-i, HSBC Basic Savings Account, HSBC Amanah Basic Savings Account-i, HSBC Current Account, HSBC Amanah Current Account-i, HSBC Basic Current Account and HSBC Amanah Basic Current Account-i

Table 2

Case Scenario	Sender	Date	Recipient's DuitNow ID	Contest Entry	Eligibility and reason
1	Mr.Ali	9 Jan 2019	Mr.Ah Hock's Mobile Number	5	Yes, Unique DuitNow ID for 9 Jan 2019
2	Mr.Ali	9 Jan 2019	Mr.Ah Hock's Mobile Number	0	No, Not unique DuitNow ID as it is repetition from Scenario 1
3	Mr.Ali	10 Jan 2019	Mr.Ah Hock's Mobile Number	5	Yes, Unique DuitNow ID for 10 Jan 2019
4	Mr.Ali	10 Jan 2019	Mr.Ah Hock's MyKad Number	5	Yes, Unique DuitNow ID for 10 Jan 2019
5	Mr.Ali	10 Jan 2019	Mr.Ah Hock's MyKad Number	0	No, Not unique DuitNow ID as it is repetition from Scenario 4
6	Mr.Muthu	10 Jan 2019	Mr.Ah Hock's MyKad Number	5	Yes, Unique DuitNow ID for 10 Jan 2019
7	Mr.Muthu	10 Jan 2019	Mr.Ah Hock's Mobile Number	5	Yes, Unique DuitNow ID for 10 Jan 2019
8	Mr.Ah Hock	10 Jan 2019	Mr.Muthu's Mobile Number	5	Yes, Unique DuitNow ID for 10 Jan 2019
9	Mr.Ah Hock	10 Jan 2019	Mr.Muthu's Mobile Number	0	No, Not unique DuitNow ID as it is repetition from Scenario 8
10	Mr.Ah Hock	10 Jan 2019	Mr.Muthu's MyKad Number	5	Yes, Unique DuitNow ID for 10 Jan 2019

5. Regardless of the number of DuitNow IDs an Eligible Participant has with HSBC (whether pre-registered before the Campaign Period or registered during the Campaign Period), an Eligible Participant is entitled to 15 entries once only for the first Eligible Transaction performed by the Eligible Participant. An example is given below:

Case scenario

Mr. Ali has pre-registered his mobile number as DuitNow ID with HSBC Account 1 before the Campaign Period and subsequently registers his NRIC number as DuitNow ID with another account, HSBC Account 2. Mr. Ali performs an Eligible Transaction with his HSBC Account 1 and then with his HSBC Account 2 on the next day, both for the first time. Mr. Ali is only entitled to 15 entries once for the first Eligible Transaction with his HSBC Account 1 and another 5 entries from his subsequent transaction with HSBC Account 2.

6. In the event that an Eligible Participant de-registers his/her DuitNow ID with HSBC and registers the same with another bank during the Campaign Period and then re-registers his/her DuitNow ID back again with HSBC during the Campaign Period, the Eligible Participant is entitled to 15 entries once only for the first Eligible Transaction performed by the Eligible Participant. An example is given below:

Case scenario

Mr. Ah Hock's mobile number was pre-registered with HSBC as his DuitNow ID and he performs an Eligible Transaction with this HSBC DuitNow ID during the Campaign Period. Mr. Ah Hock then de-registers his DuitNow ID with HSBC, switching to ABC Bank on 1 February 2019. On 1 March 2019, Mr. Ah Hock de-registers his DuitNow ID with ABC Bank and re-registers with HSBC on the same day and performs an Eligible Transaction with his HSBC DuitNow ID. Mr. Ah Hock is only entitled to 15 entries once for the first transaction performed with his original, pre-registered HSBC DuitNow ID and 5 entries for the subsequent Eligible Transaction he made on 1 March 2019.

THE OFFERS TERMS AND CONDITIONS

7. There are two separate and distinct offers under this Campaign. Each has different Eligibility Criteria to be fulfilled by the Eligible Participants under this Campaign as detailed in **Table 3** below.

Table 3: The Offers

Type	Offers	Eligible Criteria	Maximum units
Offer 1	1 x unit of RM50 Cash Back	Top 120 Eligible Participants with the highest number of entries in a week during the Campaign Period	2,040 units or RM102,000
Offer 2	1 x unit of Samsung Note9 (128GB) worth RM3,699 (colour subject to availability)	Top 25 Eligible Participants with the highest number of entries in Batch 1 from 8 January 2019 – 3 March 2019	50 units
		Top 25 Eligible Participants with the highest number of entries in Batch 2 from 4 March 2019 to 5 May 2019	

OFFER 1: RM50 Cash Back

8. Every week, the top 120 Eligible Participants with the highest entries earned from performing Eligible Transactions during the respective week will stand to receive RM50.00 Cash Back (“**Cash Back**”).
9. Each Eligible Participant is entitled up to a maximum of RM150.00 Cash Back only throughout the Campaign Period regardless of Clause 8 above.
10. The total Cash Back value to be given out for this Campaign is RM102,000, which is pooled together with HSBC Amanah’s #DuitNowwithHSBCAmanah Campaign. HSBC Bank is the sole provider for all the Cash Back for this Campaign.
11. In the event that there are more than ONE (1) Eligible Participants with the same number of entries, the earliest Eligible Participant(s) who fulfilled the Participation Criteria will be ranked higher in priority and will receive the Cash Back. An example is given below:

Case scenario

Mr. Ali, Mr Muthu and Mr. Ah Hock are the top #119th, #120th and #121th winners who have earned 100 entries each by the end of Week 1 of the Campaign Period (8 January 2019 to 13 January 2019). However, the time taken to accumulate the 100th entries are different:

- (a) Mr. Ali - 100th entry at 13 January 2019; 17:00
- (b) Mr. Muthu - 100th entry at 13 January 2019; 19:00
- (c) Mr. Ah Hock - 100th entry at 13 January 2019; 20:00

Therefore, Eligible Participants will be sorted in accordance with the timing of fulfilment of the Participation Criteria recorded, with the earliest ranked higher in priority to receive the Cash Back:

- #119 winner is Mr. Ali (RM50 Cash Back)
- #120 winner is Mr. Muthu (RM50 Cash Back)
- #121 winner is Mr. Ah Hock (Not Eligible)

12. The Cash Back will be credited to the Eligible Participant’s account within four (4) to eight (8) weeks after the selection of winners at end of each week throughout the Campaign Period in line with clause 13 below.
13. For Eligible Participants who have an HSBC account with HSBC, the Cash Back will be credited into the Eligible Participant’s highest type of MYR deposit¹ account/-i with HSBC. *(For avoidance of doubt, the HSBC account with HSBC are in the following order: HSBC Premier Account being the highest account type, followed by HSBC Amanah Premier Account-i, HSBC Advance Account, HSBC Amanah Advance Account-i, HSBC Statement Savings Account, HSBC Amanah Statement Savings Account-i, HSBC Passbook Savings Account, HSBC Amanah Passbook Savings Account-i, HSBC Basic Savings Account, HSBC Amanah Basic Savings Account-i, HSBC Current Account, HSBC Amanah Current Account-i, HSBC Basic Current Account and HSBC Amanah Basic Current Account-i.)* Eligible Participants will receive notification of the Cash Back through monthly statements and/or via Short Messaging Service (SMS) and/or email for the HSBC account following the crediting of the Cash Back.
14. HSBC will not entertain any request from any Eligible Participant or any other person to credit the Cash Back to any other third party’s account.

OFFER 2: SAMSUNG NOTE 9

15. The Top 25 Eligible Participants with the highest number of entries from Batch 1 and Batch 2 respectively will each get one (1) unit of Samsung Note9 (128GB) worth RM3,699 (colour subject to availability) (“**Prize**”) as illustrated in **Table 3** above. Each Eligible Participant is entitled to a maximum of one (1) unit of the Prize and /or up to RM150.00 maximum in Cash Back only as per Clause 9, throughout the Campaign Period regardless of Clause 8 above.
16. The Prize cannot be exchanged for cash or credit. HSBC will not entertain any request from any Eligible Participant to give the Prize to a third party.

17. To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness of the Prize for a particular purpose.
18. HSBC is not in any way endorsing, sanctioning, approving or supporting the use of the Prize or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the Prize must be directed to, and resolved directly with Samsung Malaysia.
19. In the event that there are more than ONE (1) Eligible Participants with the same number of entries, the earliest Eligible Participant(s) who fulfilled the Participation Criteria will be ranked higher in priority and will receive the Prize. An example is given below:

Case scenario

Mr. Ali, Mr Muthu and Mr. Ah Hock are the top #24th, #25th and #26th winners who have earned 300 entries each by the end of Batch 1 of the Campaign Period (8 January 2019 to 3 March 2019). However, the time taken to accumulate the 300th entry are different:

- (a) Mr. Ali - 300th entry at 3 March 2019; 17:00
- (b) Mr. Muthu - 300th entry at 3 March 2019; 19:00
- (c) Mr. Ah Hock - 300th entry at 3 March 2019; 20:00

Therefore, Eligible Participants will be sorted in accordance with the timing of fulfilment of the Participation Criteria recorded, with the earliest ranked higher in priority to receive the Prize:

- #24th winner is Mr. Ali (1 unit of Samsung Note9)
- #25th winner is Mr. Muthu (1 unit of Samsung Note9)
- #26th winner is Mr. Ah Hock (Not Eligible)

20. The Prize will be delivered to the respective Eligible Participant's latest correspondence address in HSBC's records within four (4) to eight (8) weeks after the selection of winners at end of each batch throughout the Campaign Period in line with clause 7 above.
21. Eligible Participants will also be eligible to be in the running for the Grand Prizes offered by Payment Network Malaysia Sdn Bhd. Eligible Participants are to refer to Payment Network Malaysia Sdn Bhd's website (<https://duitnow.my/>) and (<http://www.paynet.my/>) for the applicable and complete DuitNow Launch Campaign terms and conditions.

GENERAL TERMS & CONDITIONS

22. All of the Eligible Participants' HSBC account MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition during the Campaign Period as well as to maintain their DuitNow ID registered with HSBC at the time of fulfillment of the Cash Back and Prize otherwise they will be disqualified from participating or receiving the Cash Back and Prize under this Campaign.
23. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Participants who have been selected to receive Cash Back and Prize under this Campaign for advertising and publicity purposes. By participating in this Campaign, the Eligible Participants 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.
24. 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 Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
25. HSBC may use any of the following modes to communicate notices in relation to this Campaign to the Eligible Participant:
 - (i) individual notice to the Eligible Participant (whether by written notice or via electronic means) sent to the Eligible Participant's latest address/email address as maintained in the HSBC records;
 - (ii) press advertisements;
 - (iii) notice in the Eligible Participant's HSBC account(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.

26. These terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and services referred to in this Campaign. In the event of inconsistency between these Terms and Conditions and the existing respective product and service terms and conditions, these terms and conditions shall prevail in relation to this Campaign. The existing terms and conditions applicable to the products and services referred to in this Campaign are available as follows:
- (i) Universal Terms & Conditions of HSBC Bank available at www.hsbc.com.my are:
 - a. Generic Terms & Conditions;
 - b. Specific Terms & Conditions for HSBC Premier and Advance;
 - c. Specific Terms & Conditions for Retail Banking & Wealth Management;
 - d. Cardholder Agreement;
 - (ii) Universal Terms & Conditions of HSBC Amanah available at www.hsbcamanah.com.my are:
 - a. Generic Terms & Conditions; and
 - b. Specific Terms & Conditions for HSBC Amanah Premier and Advance;
 - c. Specific Terms & Conditions for Retail Banking & Wealth Management;
 - d. Cardholder Agreement;
 - (iii) Terms & Conditions for HSBC Bank Personal Internet Banking; and
 - (iv) Terms & Conditions for HSBC Amanah Personal Internet Banking.
27. 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.
28. HSBC reserves the right to cancel, terminate or suspend this Campaign with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Campaign shall not entitle the Eligible Participant to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.
29. 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.
30. The Eligible Participant 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 Campaign.
31. HSBC decision on all matters relating to this Campaign including but not limited to the eligibility to participate, the selection of the Eligible Participant for the Cash Back, and in case of any dispute, shall be final and binding on all Eligible Participants who participate in this Campaign and no correspondence will be entertained.
32. By participating in this Campaign, the Eligible Participant agrees to be bound by these Terms and Conditions and the decisions of HSBC.