

TERMS & CONDITIONS

HSBC Murphy Richards Vacuum Cleaner Acquisition Promotion 2020 ("Promotion")

1. HSBC Bank Malaysia Berhad No.198401015221 (127776-V) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad No. 200801006421 (807705-X) is referred to as "HSBC Amanah" (collectively known as "**HSBC**").

PROMOTION PERIOD

2. The Promotion comprises of the following periods:-
 - a) **Sign-Up Period** runs from 5th March 2020 (6:00pm GMT+8) to 30 June 2020 (11:59pm GMT+8), both dates inclusive and is defined as the period when the customer applies for a primary HSBC Bank/ HSBC Amanah Credit Card/-i(s) through HSBC's website ("**Sign-Up Period**"); and
 - b) **Spend Period** is defined as 60 days from the date of the welcome letter ("**Spend Period**"),

ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to Malaysian residents who apply for any one or more of the following primary HSBC Bank/HSBC Amanah Credit Card/-i(s) through HSBC's website (<https://sp.hsbc.com.my/vacuum>) during the Sign-Up Period ("**Cardholders**"):
 - a. HSBC Bank Credit Cards: HSBC Visa Signature Credit Card, HSBC Visa/Mastercard® Platinum Credit Card; and
 - b. HSBC Amanah Credit Card-i(s): HSBC Amanah MPower Platinum Credit Card-i(hereinafter referred to as the "**Participating Credit Card/-i(s)**").
4. The following Cardholder(s) are **not eligible** to participate in this Promotion:
 - a. Cardholder(s) who have cancelled their HSBC Credit Card/-i(s) within six (6) months from the date of approval of their HSBC Credit Card/-i(s)' application;
 - b. HSBC staff with or without existing HSBC Bank/HSBC Amanah Credit Cards/-i;
 - c. Cardholder(s) who are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels (either by HSBC or authorized third parties), except the HSBC RM25 Cash Back Acquisition Promotion/ HSBC Amanah RM25 Cash Back Acquisition Promotion;
 - d. Cardholder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah's definition at any time during the Sign-Up Period;
 - e. Cardholder(s) of a company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i;
 - f. Cardholder(s) who participated in, and successfully redeemed this promotion within the Sign-up Period.
5. After activating their Participating Credit Card/-i(s), Cardholders must spend a **minimum of RM2,000** (or equivalent in foreign currency) on Eligible Spend (as per Clause 6 in a single or cumulative receipt(s) **within the Spend Period** (as defined in Clause 2 above) to receive one (1) unit of Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner.

6. Eligible Spend for this Promotion are spend charged to the Participating Credit Card/-i(s), subject to the conditions below:
- a. **includes:** local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
 - b. **excludes:** Fees and charges per Tariff and Charges, Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet top up;
- (hereinafter referred to as the “**Eligible Spend**”). “Quasi Cash” refers to transactions in stored value such as gambling chips, wire transfer money order, traveller’s cheques, lottery tickets which correspond with Merchant Category Code 6050 and 6051.
7. Subject to fulfilment of requirements in Clauses 5 and 6 above, each Cardholder is eligible to receive a **maximum of one (1) Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner** only throughout the Promotion, regardless of the number of Participating Credit Card/-i(s) approved by HSBC under this Promotion.

MORPHY RICHARDS VACUUM CLEANER TERMS AND CONDITIONS

- 8. The Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner is not transferable and cannot be exchanged for cash, credit or in kind.
- 9. The successful Eligible Cardholders will be contacted either via email or SMS within four (4) to eight (8) weeks after the Promotion Period, with details on how to claim their Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner. The SMS and/or the email will be made or sent to the successful Cardholders contact details as maintained in HSBC Bank/HSBC Amanah records.
- 10. HSBC Bank/HSBC Amanah reserve the right, at their sole discretion, to provide the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner in any colour that is available.
- 11. HSBC Bank/HSBC Amanah will not entertain any request to deliver the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner to an overseas address, a P.O. Box address, and/or an address other than that maintained in HSBC Bank/HSBC Amanah’s record. During the call for delivery address confirmation (if any), successful Cardholder with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner on behalf of the said successful Cardholder.
- 12. Any loss or damage to the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner is passed on to the Cardholder upon successful delivery of either one of the items.
- 13. HSBC Bank/HSBC Amanah does not in any way endorse, sanction, approve or support the use of Morphy Richards brand.
- 14. 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 the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner.

15. The Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner 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.
16. Any queries regarding the products from Murphy Richards must be channelled directly to Morphy Richards.
17. HSBC Bank/HSBC Amanah will not entertain any request from successful Eligible Cardholders to give the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner to a third party.

GENERAL TERMS & CONDITIONS

18. HSBC Bank/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in course of delivery, usage or redemption of the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner received under this Promotion.
19. HSBC Bank/HSBC Amanah reserve the right to substitute the Morphy Richards SuperVac 2-in-1 Cordless Vacuum Cleaner with any other item of similar value at any time with 3 days prior notice.
20. HSBC Bank/HSBC Amanah reserve the right to amend, delete or add to any of these Terms & Conditions from time to time with 3 days prior notice and such amended Terms & Conditions shall prevail over any provisions or representations contained in any other materials advertising the Promotion.
21. HSBC Bank/HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Cardholders:
 - a. individual notice to the Cardholders (whether by written notice or via electronic means) sent to the Cardholders' latest address/email address maintained in HSBC's records;
 - b. press advertisements;
 - c. notice in the Cardholders' credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC Bank's/HSBC Amanah's internet website(s);where such notices shall be deemed 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.
22. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Bank and HSBC Amanah. The UTCs are available at www.hsb.com.my and www.hsbcamanah.com.my. In the event of inconsistency between this Promotion's Terms and Conditions and all the terms & conditions mentioned above, this Terms and Conditions shall prevail insofar as they apply to this Promotion.
23. HSBC Bank/HSBC Amanah 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 Bank/HSBC Amanah.

24. HSBC Bank/HSBC Amanah reserve 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 Cardholders to any claim or compensation against HSBC Bank/HSBC Amanah for any and all losses or damages suffered or incurred by any Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
25. HSBC Bank/HSBC Amanah 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 has been advised of the possibility of such loss or damage.
26. The Cardholders are 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.
27. HSBC Bank's/HSBC Amanah's decision on all matters relating to this Promotion shall be final and binding.