

TERMS & CONDITIONS

HSBC Malaysia X Entertainer Digital 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".

THE PROMOTION PERIOD

2. The Promotion will run from 1st October 2019 to 31st Dec 2019, both dates inclusive ("Promotion 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 participating **primary** HSBC Bank/HSBC Amanah Credit Card/-I at <https://sp.hsbc.com.my/entertainer> during the Promotion Period:
 - a) HSBC Bank Credit Cards: HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
 - b) HSBC Amanah Credit Card-i(s): HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i;

(hereinafter referred to as the "**Participating Cards**". Cardholders of Participating Cards shall accordingly be referred to as "**Participating Cardholders**").
4. The following HSBC Bank/HSBC Amanah customers are excluded from this Promotion:
 - a. Existing Participating Cardholders who had their Participating Cards approved 6-months before the Promotion Period;
 - b. Existing cardholders who are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
 - c. 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 Promotion Period; and/or
 - d. Cardholder(s) of a company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i.
5. After receiving the approved Participating Card(s), Participating Cardholders must activate his/her Participating Card within 30 days from the date of the welcome letter.
6. Participating Cardholders who meet the requirements in Cl. 3, 4 and 5 above ("**Eligible Cardholders**") will receive a unique login key for the HSBC Malaysia X Entertainer mobile application, which will allow Eligible Cardholders to claim up to 600 1-for-1 food and beverages deals, from 200 selected merchants within Malaysia. The list of participating merchants are available in the HSBC Malaysia X Entertainer App, and may be updated from time to time depending on the availability of the merchants.

HSBC MALAYSIA X ENTERTAINER ACQUISITION PROMOTION TERMS AND CONDITIONS

7. Eligible Cardholders are entitled to one (1) unique login key only under this Promotion's terms and conditions, regardless of the number of Participating Cards approved by HSBC Bank / HSBC Amanah for a Participating Cardholder. The unique login key for the HSBC Malaysia X Entertainer mobile application will be delivered to the respective Participating Cardholder's mobile number and/or email address in HSBC Bank / HSBC Amanah's record within sixty (60) days after an Eligible Cardholder activates a Participating Card as stated in Clause 5.
8. The unique login key cannot be exchanged for cash or credit. HSBC Bank/HSBC Amanah will not entertain any request from Participating Cardholders to give the unique login key to a third party.
9. To the fullest extent permitted by law, HSBC Bank/HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to,

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any warranty of quality, merchantability or fitness of the HSBC Malaysia X Entertainer mobile application for a particular purpose.

10. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of HSBC Malaysia X Entertainer mobile application, or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the HSBC Malaysia X Entertainer mobile application must be directed to, and resolved directly with The Entertainer App Malaysia.
11. By downloading and using the app, Eligible Cardholders agree to be bound by the terms & conditions of the HSBC Malaysia X Entertainer mobile application.

GENERAL TERMS AND CONDITIONS

12. HSBC Bank/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the unique login key for the HSBC Malaysia X Entertainer mobile application, received under this Promotion.
13. HSBC Bank/HSBC Amanah reserves the right to substitute the unique login key for the HSBC Malaysia X Entertainer mobile application with any other item of similar value at any time with 3 days prior notice.
14. HSBC Bank/HSBC Amanah reserves the right in their absolute discretion 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.
15. HSBC Bank/HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholders:
 - a. individual notice to the Eligible Cardholders (whether by written notice or via electronic means) sent to the respective Eligible Cardholder's latest address/email address as maintained in HSBC Bank's/HSBC Amanah'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 Bank/HSBC Amanah'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.

16. These Terms and Conditions are in addition to the respective Balance Transfer, Cash Instalment Plan Terms & Conditions and 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 HSBC Balance Transfer Terms & Conditions, Cash Instalment Plan Programme Terms & Conditions and HSBC Amanah Cash Instalment Plan Programme and the UTCs are available at www.hsbc.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, these terms and conditions shall prevail insofar as they apply to this Promotion.
17. 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.
18. 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 Eligible Cardholders to any claim or compensation against HSBC Bank/HSBC

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Amanah for any and all losses or damages suffered or incurred by any Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.

19. HSBC Bank/HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's/HSBC Amanah'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 Bank/HSBC Amanah has been advised of the possibility of such loss or damage.
20. The Eligible 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.
21. HSBC Bank's/HSBC Amanah's decision on all matters relating to this shall be final and binding.