

TERMS & CONDITIONS

HSBC Huawei Y9 (2019) Smartphone Flash Deal 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 12 February 2019 to 18 February 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 **primary** HSBC Bank/HSBC Amanah Credit Card/-i participating cards (“**Participating Card(s)**”) 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;
4. The following Participants are excluded from this Promotion:
 - a. Participants who cancel one (1) or more of their Participating Card or card(s) within three (3) months from the date of approval of their participating card’s or cards’ application;
 - b. Existing HSBC Bank/HSBC Amanah cardholders who had their participating cards approved in the past 6-months;
 - c. Existing HSBC Bank/HSBC Amanah Credit Card/-i Cardholders who are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
 - d. HSBC Bank/HSBC Amanah Credit Card/-i 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
 - e. HSBC Bank/HSBC Amanah Credit Card/-i Cardholder(s) of a company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i.

(Clauses 3 and 4 shall hereinafter be collectively referred to as “**Eligible Cardholders**”).

5. After activating their HSBC Bank/HSBC Amanah Credit Card/-i, Eligible Cardholders must spend using their HSBC Bank/HSBC Amanah Credit Card/-i a minimum amount of RM2,000 (or equivalent **in foreign currency**) on Eligible Spend (as defined in Clause 6 below) in a single or cumulative receipts within 60 days from the date of the welcome letter (“**Participation Criteria**”);
6. Eligible Spend for this Promotion are spend that are charged to an Eligible Cardholder’s HSBC Bank/HSBC Amanah Credit Card/-i subject to the conditions below:
 - a) **includes:** internet transactions, local and overseas retail transactions, standing instructions/auto-billing, Cash Advance, Balance Transfer and Cash Instalment Plan;
 - b) **excludes:** finance charges/management fees and credit card annual fees.

(the “**Eligible Spend**”)

7. Upon satisfying the Participation Criteria, an Eligible Cardholder stands to receive one (1) unit of Huawei Y9 (2019) smartphone per person on a first-come, first-served basis and subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.

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8. There is a total of 300 Units of Huawei Y9 (2019) smartphone for this Promotion. HSBC Bank is the sole provider for all the units in this Promotion.
9. In the event the 300 units are fully redeemed, subsequent Eligible Cardholders who satisfy the Participation Criteria will stand to receive one (1) unit of Lazada e-Voucher worth RM350 per person.
10. The following terms and conditions apply to the Huawei Y9 (2019) smartphone and the RM350 Lazada e-Voucher:
 - i. The Huawei Y9 (2019) with 4GB RAM + 64GB ROM smartphone is provided on an "As Is" basis.
 - ii. The Huawei Y9 (2019) smartphone and the RM350 Lazada e-Voucher are not transferable and cannot be exchanged for cash, credit or in kind.
 - iii. The successful Eligible Cardholders will be contacted either via email or by phone within four (4) to eight (8) weeks after the Promotion Period, with details on how to claim their Huawei Y9 (2019) smartphone or RM350 Lazada e-Voucher. The phone call and/or the email will be made or sent to the successful Eligible Cardholders contact details as maintained in HSBC Bank/HSBC Amanah records.
 - iv. HSBC Bank reserves the right, at their sole discretion, to provide the Huawei Y9 (2019) smartphone in any colour that is available.
 - v. HSBC Bank/HSBC Amanah will not entertain any request to deliver the Huawei Y9 (2019) smartphone or RM350 Lazada e-voucher 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, successful Eligible Cardholder with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Huawei Y9 (2019) smartphone or RM350 Lazada e-voucher on behalf of the said successful Eligible Cardholder.
 - vi. HSBC Bank/HSBC Amanah reserves the right to substitute the Huawei Y9 (2019) smartphone or the RM350 Lazada e-voucher with any other item of similar value at any time with 3 days prior notice.
 - vii. The successful Eligible Customer who is eligible for the RM350 Lazada e-Voucher will receive a unique voucher code via an email sent to the email address of the successful Eligible Cardholder, as maintained in HSBC Bank/HSBC Amanah's records with instructions on how to redeem the RM350 Lazada e-Voucher.
 - viii. HSBC Bank/HSBC Amanah will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher received under this Promotion.
 - ix. Any loss or damage to the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher is passed on to the Eligible Cardholder upon successful delivery of either one of the items.
 - x. HSBC Bank/HSBC Amanah does not in any way endorse, sanction, approve or support the use of Huawei or Lazada brands.
 - xi. 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 Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher.
 - xii. The Huawei Y9 (2019) smartphone 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.
 - xiii. Any queries regarding the products from Huawei or Lazada must be channeled directly to Huawei or Lazada.

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11. Application(s) for the Participating Card(s) stated in this Promotion must be made through HSBC Bank/HSBC Amanah's website during the Promotion Period. (<https://sp.hsbc.com.my/flashdeal>)
12. An Eligible Cardholder is entitled to only one (1) Huawei Y9 (2019) smartphone or one (1) unit of the RM350 Lazada e-Voucher, under this Promotion, regardless of the number of Participating Card(s) approved by HSBC Bank or HSBC Amanah. The Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher will be delivered to the successful Eligible Cardholder's correspondence address or email address, provided by the successful Eligible

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Cardholder to HSBC Bank or HSBC Amanah within four (4) to eight (8) weeks upon fulfilment of the Participation Criteria.

13. HSBC Bank/HSBC Amanah will not entertain any request from successful Eligible Cardholders to give the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher to a third party.
14. 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, any warranty of quality, merchantability or fitness of the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher for a particular purpose.
15. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of Huawei Y9 (2019) smartphone, or the use of the Lazada website and any brand or merchandise sold thereon. Any query and/or dispute on the usage of the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher must be directed to, and resolved directly with Huawei or Lazada.

GENERAL TERMS AND CONDITIONS

16. HSBC Bank/HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Participants who have been selected to receive the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher for advertising and publicity purposes. By participating in this Promotion, the selected Participants hereby consent to and agree that HSBC Bank/HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
17. HSBC Bank/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher received under this Promotion.
18. HSBC Bank/HSBC Amanah reserves the right to substitute the Huawei Y9 (2019) smartphone or the RM350 Lazada e-Voucher with any other item of similar value at any time with 3 days prior notice.
19. 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.
20. HSBC Bank/HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Participants:
 - a. individual notice to the Participants (whether by written notice or via electronic means) sent to the respective Participant's latest address/email address as maintained in HSBC Bank's/HSBC Amanah's records;
 - b. press advertisements;
 - c. notice in the Participant'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.
21. 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.

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22. 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.
23. 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 Participants to any claim or compensation against HSBC Bank/HSBC Amanah for any and all losses or damages suffered or incurred by any Participant as a direct or indirect result of the act of cancellation, termination or suspension.
24. 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.
25. The Participants 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.
26. HSBC Bank's/HSBC Amanah's decision on all matters relating to this shall be final and binding.