

AMENDED TERMS & CONDITIONS
HSBC Lazada eVoucher Acquisition Promotion 2019 (“Promotion”)

*This Amended Terms and Conditions for HSBC Lazada eVoucher Acquisition Promotion 2019 will supersede the existing Terms and Conditions with effect from **1 March 2019**. This Promotion is extended until 31 December 2019 and clause 2(a) has been amended to reflect the extended Sign-Up Period*

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**”.

PROMOTION PERIOD

2. The Promotion comprises of the following periods:-
 - a) **Sign-Up Period** runs from ~~1st January 2019 to 28 February 2019~~ **1st January 2019 to 31st December 2019**, 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 Bank/HSBC Amanah’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) during the Sign-Up Period (“**Cardholders**”):
 - 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 Credit Card/-i(s)**”).
4. The following Cardholders are **excluded** from this Promotion:
 - a. Cardholders who cancel their Participating Credit Card/-i(s) within three (3) months from the date of approval of their Participating Credit Card/-i(s)’ application;
 - b. Existing Cardholders who have not applied for any new Participating Credit Card/-i(s) during the Sign-Up Period;
 - c. Existing Cardholders who are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
 - d. Holder(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; and/or
 - e. Holder(s) of a company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i.
5. Application(s) for the Participating Credit Card/-i(s) stated in this Promotion must be made through HSBC Bank’s website only during the Sign-Up Period (<https://sp.hsbc.com.my/lazada500>).

6. 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 7) in a single or cumulative receipt(s) **within the Spend Period** to get a RM500 Lazada eVoucher (“eVoucher”).
7. Eligible Spend for this Promotion are spend charged to the Participating Credit Card/-i(s), 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 for the Participating Credit Card/-i(s).

(the “Eligible Spend”)

8. Subject to fulfilment of requirements in Clauses 5 and 6 above, each Cardholder is entitled to receive a **maximum of one (1) eVoucher** only throughout the Promotion, regardless of the number of Participating Credit Card/-i(s) approved by HSBC Bank or HSBC Amanah under this Promotion.

LAZADA E-VOUCHER TERMS AND CONDITIONS

9. The eVoucher will be delivered in the form of a unique code via SMS to the respective Cardholders’ **mobile phone number** as maintained in HSBC Bank/HSBC Amanah’s record. The Cardholders can key-in the unique code in the “Promo Code” box on Lazada’s website prior to completing his/her transaction in order to redeem the eVoucher.
10. The unique code will be delivered within **four (4) to eight (8) weeks** upon satisfaction of the spend requirements in Clauses 5 and 6.
11. The eVouchers cannot be exchanged for cash or credit. HSBC Bank/HSBC Amanah will not entertain any requests from the Cardholders to deliver the eVouchers to a third party.
12. 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 eVouchers for a particular purpose.
13. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of LAZADA or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the eVouchers must be directed to, and resolved directly with LAZADA.
14. The validity of the eVouchers is for a period of **six (6) months** from the date of receiving the unique code from HSBC Bank/HSBC Amanah.

GENERAL TERMS & CONDITIONS

15. HSBC Bank/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage or redemption of the eVouchers received under this Promotion.

16. HSBC Bank/HSBC Amanah reserves the right to substitute the eVouchers with any other item of similar value at any time with 3 days prior notice.
17. 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.
18. 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 as maintained in HSBC Bank's/HSBC Amanah'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/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.
19. These Terms and Conditions are in addition to the respective Balance Transfer, Cash Advance, and 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 UTCs, as well as Terms & Conditions for HSBC Balance Transfer, Cash Advance, Cash Instalment Plan Programme, and HSBC Amanah Cash Instalment Plan Programme 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, this Terms and Conditions shall prevail insofar as they apply to this Promotion.
20. 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.
21. 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.
22. 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.

23. 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.
24. HSBC Bank's/HSBC Amanah's decision on all matters relating to this Promotion in case of any dispute, is final and binding on all Cardholders who participate in this Promotion and no correspondence will be entertained.
25. By participating in this Promotion, the Cardholders agree to be bound by these Terms and Conditions and the decisions of HSBC Bank/HSBC Amanah.