

## HSBC Premier Referral Program 2023 Amended Terms and Conditions (“Program”)

*This Amended Terms and Conditions will supersede the existing Terms & Conditions for HSBC Premier Referral Program 2023 effective 3 July 2023*

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) (“**HSBC Bank**”) and HSBC Amanah Malaysia Berhad (Registration No. 200801006421(807705-X)) (“**HSBC Amanah**”) (collectively referred to as “**HSBC**”).

### **PROGRAM PERIOD**

2. “**Program Period**” as set out in Table 1 below:
  - a) “**Referral Period**” runs from 1 April 2023 to 31 December 2023, both dates inclusive for Eligible Customer (as defined in clause 3) to refer a Potential Customer (as defined in Clause 4) to HSBC Premier in accordance with the terms and conditions herein; and
  - b) “**Successful Referral Period**” runs from 1 April 2023 to 31 January 2024, both dates inclusive where a Potential Customer who has successfully opened a **HSBC Premier Account/-i** in accordance with the Successful Referral Criteria as set out in Table 2 below.

**Table 1: Program Period**

	<b>Referral Period</b>	<b>Successful Referral Period</b>
<b>Phase 1</b>	1 April 2023 to 30 June 2023	1 April 2023 to 31 July 2023
<b>Phase 2</b>	1 July 2023 to 30 September 2023	1 July 2023 to 31 October 2023
<b>Phase 3</b>	1 October 2023 to 31 December 2023	1 October 2023 to 31 January 2024

### **PARTICIPATION & ELIGIBILITY**

3. This Program is open to all existing to bank customers (“**Eligible Customer(s)**”):
  - (i) who are account holders of HSBC current or savings MYR account/-i or Home Smart/-i; and
  - (ii) introduce Potential Customer(s) to open a HSBC Premier account during the Referral Period.
4. “**Potential Customer(s)**” refers to individual(s) who are interested in and successfully opened a HSBC Premier account upon referral by the Eligible Customer during the Referral Period. A Potential Customer must:
  - a) not be a permanent and/or contract employee of HSBC (including their subsidiaries and related companies) or their immediate family members (spouse, children, parents, brothers and sisters);
  - b) be new to HSBC and open a Premier Account/-i;

- c) not open a joint Premier Account/-i with an existing HSBC customer or the Eligible Customer. For avoidance of doubt, a Potential Customer may open a joint Premier Account/-i only with a new to bank customer; and
  - d) be at least 18 years old.
5. Eligible Customer(s) who are in the following categories are not eligible to participate in this Program:
- a) Permanent and/or contract employees of HSBC or other HSBC group entities and their immediate family members (spouse, children, parents, brothers and sisters); and
  - b) Non-individuals or corporate HSBC customers.
6. Eligible Customer(s) whose accounts with HSBC are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Program Period or at the time of fulfilment of the rewards will not be eligible to join and/or receive any rewards under this Program.

#### **PROGRAM MECHANICS**

7. During the Referral Period:-
- a) Each Eligible Customer must submit the Online Premier Referral Program Registration Form ("**Referral Form**") with complete information at <https://hsbc.com.my/premgn> (for HSBC Bank)
  - b) The Potential Customer(s) has been advised accordingly and given consent to disclose his/her name, NRIC number and contact details to HSBC and have no objection to HSBC contacting them for the purpose of this Program.
  - c) Eligible Customer(s) consent for HSBC to disclose his/her details to the Potential Customer as the source of referral.

For avoidance of doubt, each Eligible Customer stands to receive cashback for a maximum of 6 Successful Referrals made by the Eligible Customer for each phase of the Program period.

8. A referral is deemed successful when a Potential Customer has successfully opened a HSBC Premier Account/-i and fulfilled the criteria as set out in Table 2 below during the Successful Referral Period ("**Successful Referral**").

For avoidance of doubt, HSBC reserves the right to reject any account opening application by the Potential Customer(s) and need not furnish a reason for such rejection to the Eligible Customer and/or the Potential Customer(s)

9. Eligible Customer stands to receive Cashback as illustrated in Table 2 below, on a first come first served basis and subject to the terms and conditions herein. For avoidance of doubt, each Eligible Customer is entitled to receive 1 unit of Cashback for each Successful Referral of individual or joint Premier Account/-i (regardless of the number of joint accountholders).

**Table 2: Successful Referral Criteria**

Category	Criteria	Cashback for each 1 <sup>st</sup> to 3 <sup>rd</sup> Successful Referral (RM)	Cashback for each 4 <sup>th</sup> to 6 <sup>th</sup> Successful Referral (RM)
A	Maintain a minimum total relationship balance* (“ <b>TRB</b> ”) of RM200,000.00 to RM 499,999.99 during the Successful Referral Period.	300 per successful referral	600 per successful referral
B	Maintain a minimum TRB of RM500,000.00 and above during the Successful Referral Period.	600 per successful referral	900 per successful referral

\*TRB denotes products of any combination of deposits and/or wealth management products through HSBC Bank and/or HSBC Amanah such as Deposits in Current Account/-i, Savings Account/-i, Time Deposits, Term Deposits-i, Investments in Unit Trust funds/Shariah-compliant Unit Trust funds, Structured Investments/-i, Dual Currency Investments/-i and/or Direct Retail bond, Cash value from Family Takaful/Life Insurance products with investment-linked and savings components. If the average monthly TRB drops below MYR200,000, a monthly fee of MYR150 (subject to applicable tax, if any) is payable for the HSBC Premier Account/-i.

10. Scenario where Eligible Customer will not be rewarded:

An Eligible Customer submits the Referral Form to HSBC shares a Potential Customer detail on 18 April 2023. The Potential customer successfully opens a Premier Account/-i on 24 April 2023. However, if the Potential Customer only meets the minimum TRB of RM200,000 on 1 October 2023, the Eligible Customer will NOT be entitled for the Cashback as the Potential Customer who was referred during Phase 1 Referral Period does not meet the Successful Referral Criteria within the Phase 1 Successful Referral Period.

11. In the event HSBC receives Referral Forms from more than one Eligible Customer for the same Potential Customer, only the earliest Referral Form submitted will be taken into consideration in determining whether a Successful Referral has been made.

## **CASHBACK AND REWARD**

### **Cashback**

12. The Eligible Customer will receive a notification via SMS to the mobile number maintained in HSBC’s records upon crediting of the Cashback into their account. The Cashback credited will also reflect in the Eligible Customer’s account statement that follows after the date of crediting of Cashback.

13. The Cashback will be credited to the Eligible Customer's account within 45 working days after the end of each Phase of the Successful Referral Period to the account in the following hierarchy:

**Table 3: Account hierarchy for crediting of Cashback**

Hierarchy level (from top to bottom)	
1. Sole Premier Account/-i	If an Eligible Customer has more than one account, <b>Cashback will be credited to the highest account type.</b>
2. Joint Premier Account/-i	
3. Sole Advance Account/-i	
4. Joint Advance Account/-i	
5. Sole Basic Current Account/-i	
6. Joint Basic Current Account/-i	
7. Sole Basic Savings Account/-i	
8. Joint Basic Savings Account/-i	
9. Home Smart Account/-i	

14. The maximum allocation of Cashback for this Program is up to RM503,000 which is pooled together with the HSBC Amanah Premier Referral Program 2023. HSBC Bank is the sole provider for all Cashback under this Program.

**Reward**

15. The top three (3) Eligible Customer in each Phase of Successful Referral Period with the highest Accumulated TRB from the Successful Referrals ("**Winner(s)**") will also stand to receive one (1) unit of reward which is an Exclusive dining experience ("**Reward**") as illustrated in Table 4 below:

**Table 4: Reward Criteria**

	Reward	Number of Units*	Criteria
Phase 1 , Phase 2 and Phase 3	Exclusive dining experience	3 units for each phase	Top three (3) Winners with highest Accumulated TRB for Successful Referrals

\*Each unit of Reward is equivalent to two pax to attend the Reward

\* Each unit of Reward is worth up to RM3,000

For avoidance of doubt, the calculation of determining the Accumulated TRB from Successful Referrals is as per example below:

Example: Customer A refers 3 Successful Referrals

Successful Referral 1: TRB 200,000

Successful Referral 2: TRB 500,000

Successful Referral 3: TRB 600,000

Accumulated TRB for Customer A's Successful Referrals: RM1,300,000

16. The total units of Reward available throughout the Program Period is 9 units.

17. In the event of a tie in the Accumulated TRB between two Eligible Customers for the highest Accumulated TRB, the date of first Successful Referral will be taken into consideration to determine the higher Accumulated TRB from Successful Referrals between Eligible Customers.  
Example: Eligible Customers A & B have both achieved the same Accumulated TRB, but Eligible Customer A's first Successful Referral is done on 24th April 2023 and Customer B's first Successful Referral is done on 1st May 2023, hence Customer A is determined as achieving higher Accumulated TRB from Successful Referrals from Customer B.
18. The Winners for Phases 1, 2 and 3 respectively will receive an SMS at the mobile numbers maintained in HSBC's records. HSBC appointed fulfillment vendor, Tri-E Marketing will contact the Winners at the contact numbers maintained in HSBC's records for a one-time redemption of the Reward in the form of an e-voucher to the email address maintained in HSBC records within 60 working days after the end of each Phase of the Successful Referral Period.
19. The following terms and conditions apply to Reward:
  - a) winners will be informed of the choice of restaurant upon redemption of the Reward and the exclusive dining experience offered is pork free and alcohol free;
  - b) winners are required to make an appointment directly with the restaurant and present the Reward e-voucher upon arrival at the restaurant;
  - c) winners shall contact the restaurant directly for the dining menu and are responsible to inform the restaurant if the Winners and/or the accompanying guests have any food allergies;
  - d) the Reward is not transferable and cannot be exchanged for cash, credit or in kind;
  - e) HSBC will not be held liable for any mishaps, injuries or accidents that may occur during the fulfilment of Reward; and
  - f) to the fullest extent permitted by law, HSBC expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written, or oral, including but not limited to, any warranty of quality and service in respect of the Reward.
20. All respective brand(s)/restaurant(s) of the Reward are not participant(s) in or sponsor(s) of this Program.
21. Any query or dispute in relation to the Reward must be directed to and resolve directly with the respective brand/restaurant.
22. The following terms and conditions shall apply to Cashback and/or Reward:
  - a) HSBC will not entertain any request from an Eligible Customer or any other person to fulfil the Cashback/Reward to third party other than the Eligible Customer; and
  - b) HSBC reserve the right to substitute the Cashback/ Reward with any item of similar value at any time with 3 days' prior notice.
23. By participating in this Program, the Eligible Customer hereby agrees to the following:
  - a) That his/her role is only to introduce the Potential Customer(s) to HSBC;

- b) That he/she must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC;
  - c) That he/she will be responsible to ensure accuracy of all information submitted to HSBC in relation to or for the purposes of this Program;
  - d) To ensure confidentiality of the Potential Customers' Premier Account/-i opening application, HSBC will not disclose the status of the application to the Eligible Customers and any third parties; and
  - e) HSBC contacting him/her regarding any information in the Referral Form and/or regarding this Program via any mode of communication specified under clause 27.
24. The Eligible Customer is not the agent/representative of HSBC. The Eligible Customer is not authorized to and shall not:
- a) At any time conduct any sales process for himself/herself or on behalf of HSBC or other financial institution to the Potential Customer(s);
  - b) Enter into any commitment or contract on behalf of HSBC;
  - c) Make any representation or offer, or to give any assurances, on behalf of HSBC to the Potential Customer(s);
  - d) Incur any liabilities, sign any documents and/or receive any monies on behalf of HSBC;
  - e) Refer to HSBC in any document or advertisement without HSBC's specific written consent;
  - f) Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC;
  - g) Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity; and
  - h) Provide any form of advice to the Potential Customer(s) as to the features of any of HSBC products which may directly or indirectly influence the decision of the Potential Customer(s).
25. 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.

## **GENERAL TERMS & CONDITIONS**

26. HSBC reserves the right to amend the terms and conditions or cancel this Program if necessary, with 3 days' prior notice.
27. HSBC may communicate to the Eligible Customer(s) in relation to this Program via:
- a) electronic means;
  - b) press advertisements;
  - c) notice in the Eligible Customer(s)' credit card statement(s) or composite statement(s);
  - d) display at its business premises; or
  - e) notice on HSBC 's website(s),

such notices shall be deemed to be effective on and from the 4th day after its delivery.

28. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements to in this Program. In the event of inconsistency, these terms shall prevail in relation to this Program.
29. The below terms also apply:
  - a) HSBC and HSBC Amanah Universal Terms and Conditions (“UTCs”) which are available at [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my);
  - b) HSBC and HSBC Amanah Cardholder Agreements; and
  - c) HSBC’s Notice Relating to the Personal Data Protection Act 2010.
30. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
31. The Eligible Customer shall be responsible for any applicable taxes.
32. HSBC’s decision on all matters relating to this Program shall be final and binding.