

## TERMS & CONDITIONS

### HSBC Bank/ HSBC Amanah Mortgage Member-Get-Member (MGM) Campaign 2025

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**”). This Campaign is solely sponsored by HSBC.

#### CAMPAIGN PERIOD

1. “**Campaign Period**” as set out in Table 1 below which consist of:
  - a) “**Referral Period**” runs from **01 July 2025 to 31 December 2025**, both dates inclusive for Eligible Customer(s) (as defined in clause 3 below) to refer a Potential Customer (as defined in Clause 5 below) to HSBC in accordance with the terms and conditions herein;
  - b) “**Successful Referral Period**” runs from 01 July 2025 to 31 March 2026, both dates inclusive where a Potential Customer has successfully applied for, is offered\* with, and accepted\*\* a HSBC HomeSmart/-i Facility (“**Facility**” or “**HSBC Mortgage**”) which fulfils the Referral Criteria as set out in Table 2 below.

**Table 1: Campaign Period**

|         | <b>Referral Period</b>             | <b>Successful Referral Period</b> |
|---------|------------------------------------|-----------------------------------|
| Phase 1 | 01 July 2025 to 30 September 2025  | 01 July 2025 to 31 December 2025  |
| Phase 2 | 1 October 2025 to 31 December 2025 | 1 October 2025 to 31 March 2026   |

\*Offer of Facility is subject to HSBC’s credit assessment & approval.

\*\*Acceptance of Facility shall mean the acceptance of HSBC Mortgage Letter of Offer by the Potential Customer(s) within the acceptance period prescribed in the Letter of Offer and also the execution of the relevant security documents by the Potential Customer(s) in the presence of the appointed HSBC’s panel solicitors within the Successful Referral Period.

#### ELIGIBILITY CRITERIA

2. This Campaign is open to all **Eligible Customer(s)** who introduce Potential Customer(s) to HSBC to apply for a HSBC Mortgage which fulfils the Referral Criteria set out in Table 2 below during the Referral Period.
3. “**Eligible Customer(s)**” refers to all existing HSBC Mortgage customer(s) & HSBC Premier customers who do not fall under any of the following categories:-
  - a) Permanent and/or contract employees of HSBC or other HSBC group entities and their immediate family members (spouse, children, parents, brothers and sisters);
  - b) Non-individuals or company/corporate body; or
  - c) Individuals whose occupation is an agent or attached to a firm/company/agency who is responsible for generating leads and/or initiates contacts with individuals or prospects (both individuals and prospects are referred to as “**Prospects**”) to provide new business Prospects details (such as name and contact information etc.) to HSBC for the purpose of conducting sales activities by HSBC or HSBC officer.
4. Eligible Customer(s) whose account(s) with HSBC which are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Campaign Period or at the time of fulfilment of the rewards will not be eligible to join and/or receive any rewards under this Campaign.
5. “**Potential Customer(s)**” refers to individual(s) who is offered with and accepted a HSBC Mortgage which met the Referral Criteria set out in Table 2 below upon referral by the Eligible Customer(s) during the Referral Period. A Potential Customer must:
  - a) not be a permanent and/or contract employee of HSBC or other HSBC group entities or their immediate family members (spouse, children, parents, brothers and sisters); or
  - b) not be an Eligible Customer.

## CAMPAIGN MECHANICS

6. During the Referral Period:-
  - a) Eligible Customer must complete and submit the Online Mortgage MGM Referral Registration Form ("Referral Form") with accurate information to HSBC via <https://hsbc.com.my/mmgm>. The referral must be done before the Potential Customer submits a HSBC Mortgage application.
  - b) The Potential Customers must have been advised accordingly and given consent to disclose his/her name, NRIC number and contact details to HSBC and has no objection to HSBC contacting him/her for the purpose of this Campaign.
  - c) Eligible Customers must give his/her consent for HSBC to disclose his/her details to the Potential Customer for the purpose of verification of source of referral.
7. A referral is deemed successful when a Potential Customer has successfully applied, is offered with and accepted a HSBC Mortgage which fulfils the Referral Criteria as set out in Table 2 below within the corresponding Referral Period and Successful Referral Period as set out in Table 1 above.
8. HSBC reserves the right to reject any mortgage application by the Potential Customer(s) and need not furnish a reason for such rejection to the Eligible Customer.
9. Each Eligible Customer who has made a successful referral is entitled to Successful Referral Fee for each HSBC Mortgage accepted by the Potential Customer(s) as per Table 2 below, subject to the terms and conditions herein.

**Table 2: Referral Criteria**

| Category | Loan/ Financing Amount   | To-be-Financed Property Location                  | Successful Referral Fee |
|----------|--------------------------|---|-------------------------|
| A        | RM500,000 - <RM1,000,000 | Within Klang Valley, Penang Island & Johor Bahru  | RM500                   |
| B        | >=RM1,000,000            |   | RM800                   |
| C        | RM300,000 - <RM800,000   | Outside Klang Valley, Penang Island & Johor Bahru | RM500                   |
| D        | >=RM800,000              |   | RM800                   |

10. Under this Campaign, below financing/refinancing type shall not be eligible for the Referral Fee:
  - i. HSBC Human Resources (HR) staff loan /financing;
  - ii. Internal refinancing (refinancing of existing facility with HSBC, including top-up loan /financing)
11. The minimum loan/financing amount as set out in the Table 2 above is referring to a single mortgage application. Potential Customers may not combine one HSBC Mortgage application with another HSBC Mortgage application(s) to attain the minimum loan/financing amount for the Eligible Customer to obtain the Referral Fee.
12. Illustration of possible scenarios (\*based on the assumption that the To-be-Financed Property is located at Kuala Lumpur):

| Eligible Customer Referral Date | Date of Acceptance of HSBC Mortgage by Potential Customer | Loan/Financing Amount* | Successful Referral?   | Referral Fee Eligible |
|---------------------------------|---|------------------------|--|-----------------------|
| 15 <sup>th</sup> Jul 2025       | 15 <sup>th</sup> Sep 2025                                 | RM 850,000             | Yes  | RM500                 |
| 31 <sup>st</sup> Dec 2025       | 31 <sup>st</sup> Mar 2026                                 | RM 1,000,000           | Yes  | RM800                 |
| 01 <sup>st</sup> Sep 2025       | 01 <sup>st</sup> Nov 2025                                 | RM 250,000             | No, minimum loan/financing amount not met. Not allowed to combine both loans/financing (totalling RM610,000) | N/A                   |
|                                 |   | RM 360,000             |  |                       |
| 20 <sup>th</sup> Aug 2025       | 20 <sup>th</sup> Apr 2026                                 | RM 580,000             | No, Mortgage not accepted within corresponding Successful Referral Period.                                   | N/A                   |

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

14. The Eligible Customer will receive a notification via SMS to the mobile number maintained in HSBC's records upon the Referral Fee being credited into their account maintained with HSBC. The Referral Fee credited will also be reflected in the Eligible Customer's account statement that follows after the date of crediting of Referral Fee.
15. The Referral Fee will be credited to the Eligible Customer's account within 90 working days after the end of each Phase of the Successful Referral Period. If the Eligible Customer maintain more than one account with HSBC, the Referral Fee will be credited to the account that ranks highest in the hierarchy as shown in Table 3 below:

**Table 3: Account Hierarchy for crediting of Referral Fee**

| Hierarchy level (from top to bottom) |                                |  |
|--------------------------------------|--------------------------------|--|
| 1.                                   | Sole Premier Account/-i        | If an Eligible Customer has more than one account with HSBC, Successful Referral Fees will be credited to the account that ranks highest in the Hierarchy level.<br><br>If an Eligible Customer has HSBC account and HSBC account-i that are at the same Hierarchy level and both rank the highest amongst all the HSBC accounts that he/she has, the Successful Referral Fees will be credited to the conventional account. |
| 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.                                   | Sole HomeSmart/-i Account      |  |
| 10.                                  | Joint HomeSmart/-i Account     |  |

16. The Successful Referral Fees cannot be exchanged for credit or in kind.
17. Joint applications of a HSBC Mortgage will be treated as a single application and only one Successful Referral Fee will be paid .
18. The following terms and conditions shall apply:
  - a) HSBC will not entertain any request from any Eligible Customer or any other person to fulfil the Successful Referral Fee to third party other than the entitled Eligible Customer; and
  - b) HSBC reserves the right to substitute the Successful Referral Fee with any item of similar value at any time with 3 days' prior notice.
19. By participating in this Campaign, 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 Campaign;
  - d) To ensure confidentiality of the Potential Customers' mortgage application, HSBC will not disclose the status of the application to the Eligible Customers and any third parties; and
  - e) HSBC may contact him/her regarding any information in the Referral Form and/or regarding this Campaign via any mode of communication specified under clause 23.
20. 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 prior 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).

## GENERAL TERMS & CONDITIONS

21. HSBC reserves the right to amend the terms and conditions or cancel this Campaign if necessary, with 3 days' prior notice.
22. HSBC may communicate to the Eligible Customer(s) in relation to this Campaign 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;
  - e) notice on HSBC website(s), such notices shall be deemed to be effective on and from the 4th day after its delivery; or
  - f) push notification on our mobile app

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

23. 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 Campaign. In the event of inconsistency, these terms shall prevail in relation to this Campaign.

24. The below terms also apply:

- a) HSBC Bank 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's Notice Relating to the Personal Data Protection Act 2010.
- c) HSBC Home Smart/-i Terms and Conditions
- d) HSBC Tariffs and Charges

25. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.

26. The Eligible Customer shall be responsible for any applicable taxes.

27. HSBC's decisions on all matters relating to this Campaign shall be final and binding.

28. By participating in this Campaign, Eligible Customers agree and consent for his/her personal data being collected, processed, used and disclosed by HSBC:

- (i) for the sole purpose of running this Campaign;
- (ii) to HSBC's authorised service provider for the fulfilment of the Campaign.

29. HSBC reserves the right to determine at its discretion all matters arising out of or in connection with this Campaign, including:

- (i) Eligibility of the customers to participate in this Campaign; and/or
- (ii) Eligibility of the customers to receive the Successful Referral Fees under this Campaign.

HSBC is entitled to withdraw the Campaign if the Eligible Customer(s) selected is subsequently found to be ineligible to participate in this Campaign.

30. HSBC shall not be responsible for any loss or damage arising from or in connection to this Campaign save and except for any individual or Eligible Customer(s)' or Potential Customer(s)' loss or damage suffered or incurred as a direct result of HSBC's gross negligence.