

TERMS & CONDITIONS
HSBC AN APPLE A DAY PROMOTION

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as “HSBC Bank” and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as “HSBC Amanah”, collectively referred to as “HSBC”.

THE PROMOTION PERIOD

2. The “HSBC An Apple A Day Promotion” (“**Promotion**”) shall run from 28 November 2018 to 28 February 2019 (“**Promotion Period**”).
3. The total number of days throughout the Promotion Period is ninety three (93) days. Each day within the Promotion Period is defined as Promotion Day (“**Promotion Day**”).

PROMOTION

4. Primary Eligible Cardholder who meets the Participation Criteria and Eligible Spend requirements stated in Clauses 7 to 12 below during the Promotion Period stands to receive a maximum of 1 unit of Apple iPad 9.7” 32 GB (“**Daily Prize**”), subject to the Terms and Conditions herein.

ELIGIBILITY

5. This Promotion is open to all primary and supplementary cardholders of the following credit cards/-i issued by HSBC:
 - a. **HSBC Bank Credit Card(s)**: HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card and 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 and HSBC Amanah MPower Credit Card-i;

(the “**Participating HSBC/HSBC Amanah Credit Cards/-i**”)

(collectively, the “**Eligible Cardholder(s)**”).

6. The following categories of persons are EXCLUDED from this Promotion:
 - i. Cardholder(s) of HSBC/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
 - ii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
 - iii. Cardholder(s) of company and/or corporate of HSBC/HSBC Amanah Credit Cards/-i.

REGISTRATION CRITERIA

7. Eligible Cardholder(s) who have participated in the HSBC Greater Together Promotion (the full T&C is available at www.hsbc.com.my/together) are automatically registered for this Promotion.
8. Eligible Cardholder(s) can also participate in this Promotion by registering one of his/her Participating HSBC/HSBC Amanah Credit Card/-i number(s) during the Promotion Period via the following channels:
 - (i) SMS; or
 - (ii) Follow the instructions in the invitation from HSBC via email direct mailer.

Registration process:

- a. **SMS: P1<space>your 16-digit Participating HSBC/HSBC Amanah Credit Card/-i number to 63839;**

or

- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials

Standard telecommunication charges will apply for each SMS registration sent;

- 9. Registration can be performed by either the primary or supplementary Eligible Cardholder.
- 10. Upon successful registration, the Eligible Cardholder who had registered will receive a confirmation via the corresponding marketing communication modes used for the registration at no cost.
- 11. For SMS registration, in the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC/HSBC Amanah Credit Card/-i number in the SMS.

PARTICIPATION CRITERIA

- 12. For every RM100 (or equivalent if spend is made in foreign currency) spent on Eligible Spend in a single receipt, every day during the Promotion Period, the Eligible Cardholder earns one (1) Contest Entry.

Example of Contest Entries that can be earned:

Eligible Cardholder spends RM389.49 in a single receipt, he/she earns a total of 3 Contest Entries.

ELIGIBLE SPEND CRITERIA

- 13. Eligible Spend for this Promotion are those that:
 - a. Are charged to any of the Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i including the supplementary credit card(s) within the Promotion Period; and
 - b. **Include** all internet transactions, local and overseas retail transactions, spend on petrol, 0% card instalment plans; and
 - c. **Exclude** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/ management fees, and credit card/-i annual fees

(the "Eligible Spend").

- 14. All primary and supplementary/ies Participating HSBC/HSBC Amanah Credit Card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC/HSBC Amanah Credit Card/-i, Eligible Spend made on all Participating HSBC/HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) **will be consolidated** and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion.
- 15. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).

DAILY PRIZE TERMS & CONDITIONS

- 16. A total of 93 units of Daily Prizes to be given out under this Promotion is pooled together with the "HSBC Amanah An Apple A Day Promotion", and HSBC Bank is the sole provider for all Daily Prizes in this Promotion. The Daily Prize is capped at maximum 1 unit per **primary** Eligible Cardholder throughout the Promotion Period.
- 17. A total of 93 **primary** Eligible Cardholders will be shortlisted as Potential Daily Prize Winner(s) based on the Daily Prize Selection Process in Clause 18 below.
- 18. The Daily Prize Selection Process is as follows:

- a. Each Contest Entry is assigned with a serial number in HSBC's randomizer system.
 - b. Within 10 to 16 weeks after the end of the Promotion Period, HSBC will pool together the Contest Entries from each Promotion Day and perform a one (1) time randomization for all Contest Entries.
 - c. The Contest Entries that are ranked first (1st) in each Promotion Day from the randomization result will be shortlisted as the Potential Daily Prize Winners.
 - d. The Potential Daily Prize Winners will receive an SMS notifying them that they stand to receive the Daily Prize, subject to answering a question via SMS correctly. The Potential Daily Prize Winners must answer/reply via SMS to 63839 within 10 days from the date of receipt of the SMS.
 - e. Only Potential Daily Prize Winners who answer the question correctly will receive the Daily Prize. An SMS will be sent to confirm that the Potential Daily Prize Winners have answered the question correctly together with the Daily Prize details.
 - f. Potential Daily Prize Winners who: (i) fail to answer the question correctly; or (ii) did not reply to the SMS within 10 days from the date of receipt of the SMS will not receive the Daily Prize.
 - g. Each Eligible Primary Cardholder can only be shortlisted as a Potential Daily Prize Winner once. In the event that the randomization results shortlists an Eligible Primary Cardholder more than once, his/her other shortlisting will be forfeited and not be taken into account.
 - h. In the event HSBC has not selected the Daily Prize Winners for a Promotion Day due to Clause 18 (d) or (e), the next Contest Entry from the randomization results in Clause 18 (c) will be shortlisted as the Potential Daily Prize Winner, and the same process in Clause 18 (d) to (e) shall be repeated up to two (2) rounds, and thereafter the Daily Prize(s) for the respective Promotion Day, if any, will be forfeited.
19. The following terms and conditions apply to the Daily Prize:
- a. The Daily Prize is provided on an "As Is" basis.
 - b. The Daily Prize is not transferable and cannot be exchanged for cash, credit or in kind.
 - c. HSBC reserves the right, at its sole discretion, to provide the Daily Prize in any colour that is available.
 - d. The Daily Prize will be couriered within 16 weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the Daily Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC's record. During the call for delivery address confirmation, Daily Prize Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Daily Prize on behalf of the said Daily Prize Winner.
 - e. HSBC reserves the right to substitute the Daily Prize with any other item of similar value at any time with 3 days prior notice.
 - f. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Daily Prize(s) received under this Promotion.
 - g. Any loss or damage to the Daily Prize is passed on to the Daily Prize Winner upon delivery of the Daily Prize.
 - h. 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, merchantability or fitness for a particular purpose in respect of the Daily Prize.
 - i. The Daily Prize 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.
 - j. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and Apple iPad are trademarks of Apple Inc., registered in the U.S. and other countries.
20. At the time of fulfilment of the Daily Prize during the Promotion Period, all the Participating HSBC/HSBC Amanah Credit Card/-i MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Daily Prize from this Promotion.
21. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Daily Prize to any third party other than the Eligible Cardholder.
22. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Daily Prize received in this Promotion.

23. HSBC reserves the right to substitute the Daily Prize with any item of similar value at any time with 3 days prior notice.

GENERAL TERMS & CONDITIONS

24. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
25. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
- I. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
 - II. press advertisements;
 - III. notice in the Eligible Cardholder's credit card/-i statement(s);
 - IV. display at its business premises; or
 - V. notice on HSBC'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.
26. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
27. HSBC 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.
28. HSBC reserves 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 of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
29. 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.
30. The Eligible Cardholder shall be 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.
31. HSBC's decision on all matters relating to this Promotion shall be final and binding.