

TERMS & CONDITIONS

HSBC Get A Gift Campaign ("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**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "**HSBC Credit Card(s)/-i**".

PROMOTION PERIOD

2. The following periods are applicable for this Promotion:
 - a. **Sign-Up Period** shall run from **23 November 2018 – 28 February 2019**, both dates inclusive ("**Sign-Up Period**"); and
 - b. **Welcome Period** shall be 60 days from the date of your welcome letter for your Participating HSBC Credit Card(s)/-i ("**Welcome Period**");

(collectively, the "**Promotion Period**").

ELIGIBILITY

3. Subject to Clause 4 and 5 below, this Promotion is open to any individual[^] who during the **Sign-Up Period**, applies for any one of the following **primary HSBC Credit Card(s)/-i**:
 - i. **HSBC Bank Credit Card(s)**: HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum; and
 - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i;

(collectively referred to as the "**Participating HSBC Credit Card(s)/-i**").

[^]Refers to individual who does not have existing Primary HSBC Credit Card/-i(s) during the Sign-Up Period.

4. The following categories of persons are not eligible to participate in this Promotion:
 - i. Existing HSBC Primary Cardholders;
 - ii. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within last six (6) months prior to the date of application for any HSBC Credit Card(s)/-i under this Promotion;
 - iii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
 - iv. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i; and
 - v. Cardholder(s) who are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels either by HSBC or authorized third parties, EXCEPT the **RM25 Cash Back Acquisition Promotion** and **Greater Together Promotion**.

(collectively referred to as the "**Eligible Cardholders**").

"**Existing HSBC Primary Cardholder**" means a customer who currently holds any existing Primary HSBC Credit Card(s)/-i during the Sign-Up Period.

PARTICIPATION CRITERIA

5. Eligible Cardholders must, during the Promotion Period:
 - a. Apply for any Participating HSBC Credit Card/-i via any HSBC sales channel;
 - b. Activate his/her newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
 - c. Use his/her Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in the Table below;

(the "**Participation Criteria**").

ELIGIBLE SPEND

6. Eligible Spend for the Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i subject to Clause 7 below; and
- includes:** local and overseas retail transactions (including online transactions), standing instructions / auto-billing; and
 - excludes:** Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), interest charges, finance charges/management fees, credit card annual fees and the Credit Card Service Tax;
- (the “Eligible Spend”).

GIFT & ELIBILITY CRITERIA

WELCOME GIFT (New Primary Cardholders)

Type	Eligible Cardholder	Gift	Eligibility Criteria	Maximum Units
Welcome Offer	<u>New Primary Cardholders</u>	1x unit of Samsonite Astra 55cm Luggage; OR	Spend a minimum of RM2,500 (or equivalent in foreign currency) on Eligible Spend (single/cumulative receipts) within the Welcome Period	3,000 Units
		1x unit of RM300 Lazada e-Voucher; OR		3,000 Units
		1x unit of Huawei Mediapad T3 7.0 (Tablet); OR		2,000 Units
		1x unit of iROVA K6S Robotic Vacuum Cleaner		3,000 Units

7. The Gifts under this Promotion are separate and distinct, with the same applicable Eligibility Criteria, to be selected by Eligible Cardholders as per Table above, subject to the following:
- Upon fulfilment of the Participation Criteria and Eligibility Criteria, an Eligible Cardholder stands a chance to select and receive one (1) unit of Gift.
 - Each Eligible Cardholder is only entitled to receive one (1) unit of Gift of own choice, which is subject to availability and on first come first serve basis throughout the Promotion Period;
 - The maximum units of Gift to be given out under this Promotion are pooled together with the “HSBC Amanah Get A Gift Campaign” and are listed as per Table above;
 - The first year annual fee of the Participating HSBC Credit Card/-i will be waived (if applicable). Subsequent years annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i** at least once in a month for consecutive 12 months. No minimum spend amount is required.

**For HSBC Premier Travel Credit Card, subsequent years annual fee is waived upon annual minimum spending of RM45,000 per annum (primary and supplementary spend included)

GIFT TERMS AND CONDITIONS & FULFILLMENT

8. The following terms and conditions apply to the Gift:
 - a. The Gift is given on an “As Is” basis;
 - b. The Gift is not transferable and cannot be exchanged for cash, credit or in kind;
 - c. The Eligible Cardholders under this Promotion will be notified via SMS within four (4) to eight (8) weeks upon fulfilling the Eligibility Criteria (“Winner”). The SMS(s) will contain a unique code and will be sent to the contact details of the Eligible Cardholders maintained in HSBC’s records. Eligible Cardholders will be able to select their choice of Gift using the given unique code at www.hsbc.com.my/gift within thirty (30) days upon receiving the SMS. The unique code will expire after thirty 30 days and after this, no redemption will be possible.
 - d. HSBC Bank reserves the right, at its sole discretion, to provide the Gift in any colour that is available;
 - e. The Gift will be couriered within sixteen (16) weeks after the Promotion Period to the Winner’s address as maintained in HSBC’s records. HSBC Bank will not entertain any request to deliver the Gift to an overseas address, a P.O Box address and/or address other than that maintained in HSBC’s record. During the call for delivery address confirmation, the Winners with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Gift on behalf of the said Winners;
 - f. HSBC may process Eligible Cardholder’s information, for purposes as provided for in HSBC’s Notice to Customers relating to the Personal Data Protection Act 2010 (the “Notice”) and HSBC’s Universal Terms and Conditions and disclose pertinent information to the fulfillment agency to facilitate delivery of the Gift to the Winners. A copy of the Notice can be viewed or downloaded at www.hsbc.com.my
 - g. HSBC Bank reserves the right to substitute the Gift with any other item of similar value at any time with three (3) days prior notice;
 - h. HSBC Bank will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Gift under this Promotion;
 - i. Any loss or damage to the Gift is passed on to the Gift Winners upon delivery of the Gift;
 - j. To the fullest extent permitted by law, HSBC Bank expressly excludes and disclaims any representations, warranties or endorsement, 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 Gift;
 - k. The Gift 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;
9. During the Promotion Period and at the time of Gift fulfilment, the Participating HSBC Credit Card/-i **MUST BE PIN ACTIVATED** and MUST NOT be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC Bank’s definition. Otherwise, they will be disqualified from receiving the Gift from this Promotion.

GENERAL TERMS & CONDITIONS

10. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
11. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. 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;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder’s credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC 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.

12. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card facilities by HSBC. The UTCs are available at www.hsbc.com.my. In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
13. 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.
14. 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.
15. 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.
16. 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.
17. HSBC's decision on all matters relating to this Promotion shall be final and binding.