TERMS & CONDITIONS

HSBC Mastercard Instalment Plan Promotion

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as ("HSBC Bank").

THE PROMOTION PERIOD

2. The Promotion shall run from 1 May 2021 to 31 August 2021, both dates inclusive ("Promotion Period").

ELIGIBILITY

- 3. This Promotion is <u>ONLY</u> open to the following <u>primary and supplementary</u> credit cardholders from HSBC Bank ("**Eligible** Cardholder"):
 - a. HSBC Bank Credit Card(s): HSBC Premier World Credit Card, HBSC Premier Travel Credit Card, HSBC Platinum MasterCard issued by HSBC Bank

_(herein after referred to as the "Participating HSBC Bank Credit Cards")

PARTICIPATION CRITERIA AND ELIGIBLE SPEND CRITERIA

- 5. The Eligible Cardholder must spend a minimum of RM3,000 and sign-up for HSBC's Card Instalment Plan ("Instalment Plan") with a minimum tenure of 12 months and above at any Participating Merchant Outlets using their Participating HSBC Bank Credit Card ("Participation Criteria").
- 6. Once the Eligible Cardholder satisfies the Participating Criteria as per Clause 5 above in any Participating Months as per Table 1 below, the Eligible Cardholder will receive a Touch 'n Go eWallet Reload PIN ("Reload PIN"), as per Clause 10 below subject to availability of the Touch 'n Go eWallet Reload PIN for that Participating Month on a first come, first serve basis.

Table (1): Participating Month(s) & Touch 'n Go eWallet Reload PIN allocation

	Participating Month(s)	Touch 'n Go eWallet Reload PIN allocation (#)	Value of Touch 'n Go eWallet Reload PIN (RM)
Month 1	1 May 2021 to 31 May 2021	333	49,950
Month 2	1 June 2021 to 30 June 2021	333	49,950
Month 3	1 July 2021 to 31 July 2021	333	49,950
Month 4	1 August 2021 to 31 August 2021	333	49,950
	Total	1,332	199,800

- 7. Eligible Spend for the Promotion are those that:
 - a. Are charged to any of the Eligible Cardholder's Participating HSBC Bank Credit Card as per the Participation Criteria in Clause 5 above within the Promotion Period; and
 - b. <u>Include</u> HSBC's Card Instalment Plan (0% Instalment Plan) minimum RM3,000 for a minimum tenure of 12 months.

(hereinafter referred to as the "Eligible Spend").

- 8. Eligible Spend is calculated based on a single transaction swipe using a Participating HSBC Bank Credit Card spend.
- 9. The tracking of the Eligible Spend is based on Instalment plan posting date.

TOUCH 'N GO EWALLET RELOAD PIN

- 10. Once the Eligible Cardholder satisfies the Participation Criteria (in Clause 5 to 9 above), the Eligible Cardholder stands to receive the <u>Touch 'n Go eWallet Reload PINs</u> as indicated in the <u>Table 1</u> above, subject to the availability and on a first come, first serve basis.
- 11. The Reload PIN will be awarded to the **primary** Eligible Cardholder only. The maximum <u>Touch 'n Go eWallet Reload PINs</u> a primary Eligible Cardholder may receive under this Promotion is four (4) Reload PINs worth a total of RM600 throughout the Promotion Period, capped at maximum of one (1) Reload PIN worth RM150 per Participating Month during the Promotion Period subject to the availability of the Touch 'n Go eWallet Reload PIN for that Participating Month on a first come, first serve basis. There is a <u>maximum value of RM199,800 in Touch 'n Go eWallet Reload PINs</u> to be given out throughout the Promotion Period based on first come, first served basis.
- 12. The balance <u>Touch 'n Go eWallet Reload PINs</u> allocated in the respective Participating Month that are not utilized (if any) will be brought forward to the next Participating Month throughout the Promotion Period.
- 13. The Eligible Cardholder will receive an SMS notification of the Reload PIN via the registered mobile number in HSBC's records.
- 14. The SMS notice on the Touch 'n Go eWallet Reload PIN will be sent within 6 weeks from the end of each Participating Month.
- 15. At the time of fulfilment of the Reload PIN, the Participating HSBC Bank Credit Card account MUST NOT be delinquent, and/or invalid or cancelled within HSBC Bank's definition, otherwise they will be disqualified from participating or receiving the Reload PIN from this Promotion.
- 16. The expiry date of the Reload PIN will be reflected in the SMS and no extensions will be entertained.
- 17. HSBC Bank will not entertain any request from any Eligible Cardholders or any other person to credit the Reload PIN value to the Eligible Cardholder's other or any third party's HSBC Bank Credit Card account.
- 18. HSBC Bank shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Reload PIN received in this Promotion.

General Terms and Conditions

- 19. HSBC Bank reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
- 20. These Terms and Conditions, as the same may be amended from time to time pursuant to <u>Clause 20</u> shall prevail over any provisions or representations contained in any other Promotion materials advertising this Promotion.
- 21. HSBC Bank 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 Bank's records; or
 - b) press advertisements; or
 - c) notice in the Eligible Cardholder's credit card statement(s); or
 - d) display at its business premises; or
 - e) notice on HSBC Bank'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.

- 22. These 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 Bank. The UTCs are available at www.hsbc.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.
- 23. HSBC Bank 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.

- 24. HSBC Bank 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 Bank of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Bank 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.
- 25. HSBC Bank shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank'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 or have been advised of the possibility of such loss or damage.
- 26. 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.
- 27. HSBC Bank decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the recipient of the Reload PIN for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
- 28. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.