# **TERMS AND CONDITIONS** HSBC Everyday Global Account Fee Waiver Promotion ("Promotion")

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

## **PROMOTION PERIOD**

1. This Promotion shall commence from 1 July 2019 until 31 December 2019 (for Premier and Advance customers) ("**Promotion Period**"), both dates inclusive.

# ELIGIBILITY

- 2. This Campaign is open to all of HSBC Premier and Advance Everyday Global Visa Debit Cardholders ("Eligible Cardholder").
- 3. The following categories of persons are <u>EXCLUDED</u> from this Promotion:
  - (a) Non-HSBC Premier and Advance Everyday Global Visa Debit Cardholders;
  - (b) Non-individual or corporate customers;
  - (c) Cardholder(s) of HSBC Premier and Advance Everyday Global Visa Debit Card that are not issued in Malaysia; and/or
  - (d) Cardholder(s) of invalid or cancelled HSBC Premier and Advance Everyday Global Visa Debit Card and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period.

## **PROMOTION MECHANICS**

4. Eligible Cardholder(s) who perform overseas cash withdrawal using the following HSBC Everyday Global Visa Debit Card during the Promotion Period shall be entitled to the following fee waiver:-

ſ	No	Card Type	Transaction Type	Waived Amount
1	1	HSBC <b>Premier</b> Everyday Global Visa Debit Card	Cash Withdrawal at VISA PLUS Network	RM10 per transaction
2	2	HSBC <b>Advance</b> Everyday Global Visa Debit Card	Cash Withdrawal at HSBC Group ATM Network (GATS)	RM5 per transaction

5. Upon the end of Promotion Period, fees and charges will be charged as stipulated in our Tariff & Charges and Product Disclosure Sheet available in our public website at <u>www.hsbc.com.my</u>.

## **GENERAL TERMS AND CONDITIONS**

- 6. HSBC reserves the right to amend, delete or add to these Terms and Conditions from time to time with 3 days' prior notice.
- 7. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 8. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination, change or suspension by HSBC of this

Promotion shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC or any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.

- 9. 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, profits, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC has been advised of the possibility of such loss or damage.
- 10. 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 this Promotion.
- 11. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder(s):
  - (a) Individual notice to the Eligible Cardholder(s) (whether by written notice or via electronic means) sent to the Eligible Cardholder(s)' latest address/email address as maintained in HSBC records;
  - (b) Press advertisements;
  - (c) Notice in the Eligible Cardholder(s)' composite statement(s);
  - (d) Display at its business premises; or
  - (e) Notice on HSBC's internet website(s) or official social media sites;

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. These Terms & Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank of which the Specific Terms & Conditions for HSBC Premier and HSBC Advance, and Specific Terms & Conditions for Retail Banking and Wealth Management are a part of and which regulate the provision of account facilities by HSBC. The UTCs are available at <u>www.hsbc.com.my</u>. 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.
  - 13. The Eligible Cardholder(s) will be responsible for all taxes, rates, government fees or any other charges that may be levied, if any, in relation to this Promotion.
  - 14. 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.
  - 15. HSBC's decision on all matters relating to this Promotion shall be final and binding.