

AMENDED TERMS & CONDITIONS

HSBC RM500 Lazada eVoucher for Platinum Mastercard® Acquisition Campaign

This Amended Terms and Conditions for HSBC RM500 Lazada eVoucher for Platinum Mastercard® Acquisition Campaign will supersede the existing Amended Terms and Conditions with effect from 1 Oct 2020. This Promotion has been extended until 31 Oct 2020.

Clause 5 has been amended to reflect the extension of the Promotion Period.

DEFINITION

1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad Company No.198401015221 (127776-V).
2. "HSBC Platinum Mastercard" refers to HSBC Platinum Mastercard Credit Card issued by the Bank.
3. "Eligible Participants", "You", "Your" refers to all persons above 18 years **excluding** the following categories of persons:
 - a. Primary cardholder of an existing and valid HSBC credit card(s)/-i;
 - b. Cardholder(s) who have cancelled his/her HSBC credit card(s)/-i within six (6) months prior to the date of application for any new HSBC credit card under this Campaign;
 - c. Cardholder(s) of invalid or cancelled HSBC credit card(s)/-i and/or whose accounts are delinquent within Our definition during the Campaign Period; and
 - d. Cardholder(s) of company and/or corporate HSBC credit card(s)/-i.
 - e. 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 HSBC/HSBC Amanah RM25 Cash Back Acquisition Promotion;
4. "Campaign" refers to HSBC RM500 Lazada eVoucher for Platinum Mastercard Acquisition Campaign.
5. "Sign-Up Period" refers to the period from 27th July 2020 to 31st October 2020 (both dates inclusive) for You to apply for a primary HSBC Platinum Mastercard through Our website (<https://sp.hsbc.com.my/cc-apply-online/credit-card-application#lazada>).
6. "Welcome Period" means 60 days from the date of Your primary HSBC Platinum Mastercard welcome letter.
7. "Campaign Period" refers to Sign-Up Period and Welcome Period collectively.
8. "Participation Criteria" refers to conditions in which You must perform in order to participate in the Campaign, defined in Clause 12 below.
9. "Eligible Spend" are purchase transactions that qualifies to count for the minimum spend condition in Participating Criteria, defined in Clause 13 below.

10. "Quasi Cash" refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets which correspond with Merchant Category Code 6050 and 6051.
11. "Gift" refers to one (1) unit of RM500 Lazada eVoucher.

PARTICIPATION CRITERIA

12. To participate, You must, during Campaign Period:
 - a. Be an Eligible Participant;
 - b. Apply for a primary HSBC Platinum Mastercard and **complete** the application, including submitting the necessary income documents through Our website (<https://sp.hsbc.com.my/cc-apply-online/credit-card-application#lazada>);
 - c. Call to activate Your newly approved primary HSBC Platinum Mastercard and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
 - d. Spend a minimum of RM2,000 (or equivalent in foreign currency) on Eligible Spend (in single/cumulative receipts) within the Welcome Period.

If you do not fulfil the conditions in Clause 12b above, including submission of income documents through Our website (<https://sp.hsbc.com.my/cc-apply-online/credit-card-application#lazada>), you will not be entitled for RM500 Lazada eVoucher under the HSBC RM500 Lazada eVoucher for Platinum Mastercard Acquisition Promotion 2020.

13. Eligible Spend are those charged to Your primary and supplementary HSBC Platinum Mastercard account (single or cumulative receipt), and:
 - a. **includes:** local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
 - b. **excludes:** Fees and charges per Our Tariff and Charges, Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet(s) that enables cash-out or transfers to bank account.
14. Subject to the terms and conditions of this Campaign, You stand a chance to receive only one (1) unit of the Gift upon fulfilment of the Participation Criteria, on a first come first served basis, subject to maximum **1,200** units throughout Campaign Period.

GIFT TERMS AND CONDITIONS & FULFILLMENT

15. The following terms and conditions apply to the Gift:
 - a. The Gift is given on an "As Is" basis;
 - b. The Gift can only be used on LAZADA with an HSBC Credit Card(s)/i;
 - c. The validity of the Gift is for a period of three (3) months from the date of receiving the unique code from Us.
 - d. The Gift is only applicable on Lazada's mobile app; is subjected to the terms and conditions of LAZADA and the participating merchant, and is not valid in conjunction with any other vouchers, offer or promotions. The Gift cannot be combined and accumulated.

- e. The Gift is applicable for one (1) time redemption only. Expiry date of the Gift will be stated in the redemption email and any unutilised Gift that has expired will not be replaced by Us.
- f. The Gift is not transferable and cannot be exchanged for cash, credit or in kind;
- g. We will not entertain any requests to deliver the Gift to a third party;
- h. The Winners under this Campaign will be notified via SMS within twelve (12) to sixteen (16) weeks after the Campaign Period. The SMS(s) will be sent to the contact details of the Winners maintained in HSBC's records.
- i. If You win, the Gift will be delivered within twelve (12) to sixteen (16) weeks after the Campaign Period, in the form of a unique code via email to Your email address maintained in Our record. You shall key-in the unique code in the "Promo Code" box on Lazada's mobile app prior to completing Your transaction in order to redeem the Gift.
- j. We may process Your information, for purposes as provided for in Our Notice to Customers relating to the Personal Data Protection Act 2010 (the "Notice") and Our Universal Terms and Conditions and disclose pertinent information to the fulfilment agency to facilitate delivery of the Gift to the Winners. A copy of the Notice can also be downloaded from <https://www.hsbc.com.my/>
- k. We reserve the right to substitute the Gift with any other item of similar value at any time with three (3) days prior notice;
- l. Any loss or damage to the Gift is passed on to You upon delivery of the Gift;

We are not in any way endorsing, sanctioning, approving or supporting the use of any brand or merchandise sold on LAZADA. Any query and/or dispute on the usage of the Gift must be directed to, and resolved directly with LAZADA.

GENERAL TERMS & CONDITIONS

- 16. At the time of Gift fulfilment, the primary HSBC Platinum Mastercard must be PIN activated and must not be delinquent, closed, and/or invalid, dormant or cancelled within Our definition, otherwise You will be disqualified from receiving the Gift from this Campaign.
- 17. HSBC reserves the right to amend, delete or add to any of these Terms & Conditions with 3 days' prior notice and such amended Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 18. We may use any of the following modes to communicate notices in relation to this Campaign to You:
 - a. individual notice (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in Our records;
 - b. press advertisements;
 - c. notice in Your credit card statement(s);
 - d. display at Our business premises; or
 - e. notice on Our 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.

19. These Terms and Conditions are in addition to the Universal Terms and Conditions (“UTCs”) for HSBC Bank of which the respective Cardholder Agreements are a part of and which regulates the provision of credit card facilities by the Bank (“UTC”). The UTC is available at www.hsbc.com.my. In the event of inconsistency between these Terms and Conditions and the UTC, these terms and conditions shall prevail in relation to this Campaign.
20. We reserve the right to cancel, terminate or suspend this Promotion with 3 days’ prior notice. For the avoidance of doubt, cancellation, termination or suspension by Us of this Campaign shall not entitle You to any claim or compensation against Us for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.
21. We shall not be responsible for any loss or damage arising from or in connection to this Campaign save and except for Your loss or damage suffered or incurred as a direct result of Our gross negligence.
22. We shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond Our reasonable control.
23. You 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 Campaign. Our decision on all matters relating to this Campaign shall be final and binding.
24. By participating in this Campaign, You agree to be bound by these Terms and Conditions and the decisions of HSBC.