

TERMS & CONDITIONS

HSBC/HSBC Amanah Zero Moving Cost Campaign 2024

CONTEST PERIOD

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) (“**HSBC Bank**”) and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) (“**HSBC Amanah**”) (collectively referred to as “**HSBC**”).
2. “**Campaign Period**” runs from **1st January 2024 to 31st December 2024**, both dates inclusive.

ELIGIBILITY CRITERIA

3. This Campaign is open to all individuals who fulfil the following conditions (“**Eligible Customer(s)**”):
 - (i) Malaysian and Non-Malaysian;
 - (ii) Resident and Non-Resident; and
 - (iii) 18 years of age and above.
4. The following individuals are not eligible to participate in this Campaign:
 - (i) Non-individuals and corporate customers;
 - (ii) Any individual(s) who is subject to sanctions, assets freezes, prohibitions or restrictions under applicable sanction laws and regulations or HSBC Sanctions Policy, including:
 - (a) parties named on certain sanctions lists issued by the UN, UK, HK, EU or US;
 - (b) parties named on a sanction list issued by the competent authority in Malaysia;
 - (c) individuals residing in certain country/region location which include Iran, North Korea, Syria, Crimea Region, Cuba, Donetsk People’s Republic and Luhansk People’s Republic (subject to change from time to time); or
 - (d) the Government of Iran, North Korea, Syria, and Venezuela (subject to change from time to time) including any person who controlled by, act directly or indirectly for or on behalf of, any of the foregoing.
5. By participating in this Contest, the Eligible Customers hereby expressly agree to be bound by these Terms & Conditions.

CAMPAIGN MECHANICS

6. Eligible Customers who apply for HSBC home loan/financing (“**Facility**”) with an amount of up to RM3,000,000 for residential properties or service apartment (“**Property**”) will enjoy the Zero Moving Cost package (defined in Clause 7 below) with capping of RM50,000 per successful application, and subject to the minimum loan/financing amount as per below and other terms and conditions herein:
 - (i) RM500,000 home loan/financing amount (for Property situated in Klang Valley, Penang Island, Johor Bahru); or;
 - (ii) RM300,000 home loan/financing amount (for Property situated in all other states than (i) above, inclusive of Penang Mainland, and other districts of Johor).
7. The Zero Moving Cost package includes the following legal and valuation fees and expenses:
 - (i) The legal fees, stamp duty, registration fees and any related cost for preparation of and attending to the security documentation of the Facility including Discharge of Charge / Receipt and Reassignment incurred for the purpose of redemption from other Banks (if relevant) through selected HSBC’s panel lawyers; and
 - (ii) Valuation fees and expenses incurred by the valuer approved by HSBC for the preparation of the formal valuation report of the Property; and **exclude** any legal and valuation fees and expenses for security documentation at a future date (for further financing, perfection of charge when individual/strata title has been issued, discharge of charge / receipt and reassignment etc.).

*(This Campaign shall be referred to as “**Bank Pay Costs package**” in the letter of offer.)*

For avoidance of doubt, the Zero Moving Cost package will be first applied to Clause 7(ii), then followed by Clause 7(i). Should the Zero Moving Cost package unable to cover expenses under Clauses 7(i) and (ii), Eligible Customers must settle the outstanding fees and charges before the Facility can be disbursed.

8. The 5-year lock-in period shall commence from the date of first disbursement of the Facility. In the event the Facility is cancelled and/or terminated within the 5-year lock-in period, an early termination fee shall be payable by the Eligible Customer(s):-

$$\frac{1.75\% \times \text{Facility amount} \times \text{Number of remaining months within lock-in period}}{\text{Total lock-in period in months}}$$

9. HSBC reserves the right to request reimbursement from Eligible Customers for the legal and valuation fees and expenses expended if they cancel and/or terminate the Facility before the first disbursement of the Facility.
10. The Facility under this Campaign is subject to the limit prescribed under Foreign Exchange Policy for a Non-Resident customer and is applicable:
- (i) to completed properties only; and
 - (ii) for sub sales (new financing), external refinancing with or without cash out, and internal refinancing subject to minimum loan/financing amount stated in Clause 6(i) and (ii) above. The existing outstanding balance should not be included in the calculation to achieve the minimum loan/financing amount criteria.

GENERAL TERMS & CONDITIONS

11. By participating in this Campaign, Eligible Customers agree and consent for his/her personal data being collected, processed, used and disclosed by HSBC:
- (i) for the sole purpose of running this Campaign;
 - (ii) to HSBC's authorised service provider for the fulfilment of the Zero Moving Cost package.
12. HSBC reserves the right to determine at its discretion all matters arising out of or in connection with this Campaign, including:
- (i) Eligibility of the participants to participate in this Campaign; and/or
 - (ii) Eligibility of the customers to receive the Zero Moving Cost package under this Campaign.
- HSBC is entitled to withdraw the package if the customer(s) selected is subsequently found to be ineligible to participate in this Campaign.
13. HSBC reserves the right to amend the Terms & Conditions and cancel this Campaign if necessary, with 3 days' prior notice.
14. HSBC may communicate to the Eligible Participants in relation to this Campaign via:
- (i) electronic means;
 - (ii) press advertisements;
 - (iii) display at HSBC business premises; or
 - (iv) notice on HSBC website at www.hsbc.com.my;
 - (v) notice on Eligible Customer(s)' composite statement;

where such notices shall be deemed to be effective immediately on and from the 4th day after its delivery/publication/display/post as per the manner described herein.

15. HSBC shall not be responsible for any loss or damage arising from or in connection to this Campaign save and except for any individual or Eligible Participants' loss or damage suffered or incurred as a direct result of HSBC's gross negligence.
16. HSBC shall not be liable for any default due to any act of God or any event beyond reasonable control of HSBC.
17. Eligible Customers shall be personally responsible for all applicable taxes in relation to this Campaign.
18. HSBC's decision on all matters relating to this Campaign shall be final and binding.