

Terms & Conditions for 48 Months Time Deposit Account (TMD) Programme (“This Programme”)

Every mention of “HSBC” refers to HSBC Bank Malaysia Berhad (Company No. 127776-V)

1. This Programme shall run from 9 February 2010 till 30 June 2010, both date inclusive (“**Programme Period**”).
2. This Programme is open to the general public, (hereinafter referred to as the “Eligible Participant”) subject to the terms and conditions appearing herein and to the other terms and conditions as mentioned in clause 15 below.
3. The Eligible Participant can renew their existing TMD of a minimum sum of RM50,000 that is maturing between the Programme Period for 48 months to enjoy a special interest rate as shown in the table below and enjoy the choice of withdrawing the monthly interest (if any):

Tenure of Time Deposit	Minimum amount of TMD	Special Interest Rate offered per annum
48 Months	Minimum sum of RM50,000.00	3.4%

4. The Eligible Participant who uplifts the respective TMD placed within the Programme Period prematurely will not enjoy the Special Interest Rate and will be subject to the specific terms and conditions of the TMD.
5. Upon maturity of the TMD that was placed within the Programme Period, renewal of the TMD thereafter will be subject to the prevailing board rate for TMD.
6. The Special Interest Rate is only applicable to this Programme and not to be used in conjunction to any other promotional offer that are being offered by HSBC.
7. In no event will HSBC be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme even if HSBC has been advised of the possibility of such damages in advance and all such damages are expressly excluded.
8. 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 Programme.
9. By participating in this Programme, the Eligible Participant agrees to be bound by these Terms and Conditions.

10. 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.
11. HSBC's decision on all matters relating to this Programme and in case of any dispute shall be final and binding on all Eligible Participants of this Programme and no correspondence will be entertained.
12. HSBC reserves the right to cancel, terminate or suspend this Programme with prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle an Eligible Participant to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by an Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.
13. HSBC reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with prior notice.
14. These Terms and Conditions, as the same may be amended from time to time pursuant to clause 13 above, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
15. The existing Specific Terms and Conditions for Personal Financial Services- Time Deposit Account ("**the Specific Terms and Conditions**"), and HSBC Bank's Generic Terms and Conditions apply. The terms and conditions for this Programme are in addition to the above mentioned Terms and Conditions. In the event of inconsistency between these Terms and Conditions, the Specific Terms and Conditions and HSBC Bank's Generic Terms and Conditions, the terms and conditions shall prevail in the following order:
 - I. These Terms and Conditions;
 - II. The Specific Terms and Conditions;
 - III. The HSBC Bank's Generic Terms and Conditions
16. Under this Programme, an Eligible Participant will also be responsible for all applicable government taxes or levies relating to the Programme (if any and if applicable).
17. In the event where there is inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English, Bahasa Malaysia and Chinese version of this Terms and Conditions, the English version of these Terms and Conditions shall prevail.