# TERMS & CONDITIONS (AMENDED) HSBC CASH INSTALMENT PLAN MOBILE APP PROMOTION Q4 2022

 HSBC Bank Malaysia Berhad Company No. 198401015221 (127776-V) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad Company No. 200801006421 (807705-X) is referred to as "HSBC Amanah", both collectively referred to as "HSBC".

## **PROMOTION PERIOD**

 "HSBC Cash Instalment Plan Mobile App Promotion Q4 2022" ("Promotion") shall run from 12 September 2022 to 31 December 2022 31 January 2023, both dates inclusive ("Promotion Period").

# ELIGIBILITY

- 3. This Promotion is open to the following primary credit cardholders of HSBC:-
  - HSBC Bank Credit Cards: HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
  - b. HSBC Amanah Credit Card-i(s): HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, Amanah MPower Credit Card-i,

(collectively, the "Participating HSBC Credit Card/-i(s)")

**EXCEPT** for the following categories of persons:

- i. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia;
- ii. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent within HSBC's definition during the Promotion Period;
- iii. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and
- iv. Cardholder(s) of HSBC Credit Card/-i(s) who are participating in any other concurrent HSBC Credit Card/-i(s) promotions via any channels by HSBC or authorised 3<sup>rd</sup> parties;

(collectively the "Eligible Cardholder").

#### **PARTICIPATION CRITERIA**

4. To be eligible for the RM138 Touch 'n Go eWallet Reload PIN ("TnG Reload Pin"), the Eligible Cardholder must successfully apply for a <u>Cash Instalment Plan</u> ("CIP") application ("CIP Application") for a minimum amount of RM10,000 via the HSBC Malaysia Mobile Banking App ("Mobile App") during the Promotion Period.

## TOUCH 'N GO EWALLET RELOAD PIN TERMS & CONDITIONS

- 5. Eligible Cardholder who satisfies the Participation Criteria in clause 4 above stands to receive a onetime only TnG Reload Pin within 60 to 90 calendar days from the day the CIP Application is approved by HSBC, subject to the terms and conditions herein, on a first come, first served basis.
- 6. 2,500 units of TnG Reload Pin are allocated for this Promotion, which is pooled together with the "HSBC Amanah Cash Instalment Plan Mobile App Promotion Q4 2022". HSBC Bank is the sole provider for the TnG Reload Pin in the Promotion.
- For avoidance of doubt, the CIP Application applied for by an Eligible Cardholder must be submitted on/or before <del>31 December 2022</del> 31 January 2023 and approved by HSBC to be entitled to receive the TnG Reload Pin.

- 8. TnG Reload Pin will only be given to the first CIP Application approved per Eligible Cardholder and which satisfies the Participation Criteria during the Promotion Period regardless of the number of CIP Applications submitted and approved with a same and/or different Participating HSBC Credit Card/-i(s) throughout the Promotion Period. For clarity, each Eligible Cardholder stands to receive a maximum of 1 unit of TnG Reload Pin only under this Promotion notwithstanding the Eligible Cardholder may apply for more than 1 CIP Applications during the Promotion Period.
- 9. Eligible Cardholder will be notified of the fulfilment of the TnG Reload Pin via SMS sent to the Eligible Cardholder's registered mobile number in HSBC's record.
- 10. All Touch 'n Go eWallet Reload PIN shall be subject to the terms and conditions of the participating merchant and the validity period as stated in the SMS sent. Any unused or unredeemed Touch 'n Go eWallet Reload PIN after the end of the validity period will lapse and be invalid.
- 11. The Touch 'n Go eWallet Reload PIN is not transferable and cannot be exchanged for cash, credit or in kind.
- 12. Any query and/or dispute on the redemption of the Touch 'n Go eWallet Reload PIN shall be directed to, and resolved directly with the participating merchant.

#### **GENERAL TERMS & CONDITIONS**

- Terms and conditions as set out in HSBC/HSBC Amanah Cash Instalment Plan Terms and Conditions (a copy of which can be downloaded from <u>www.hsbc.com.my/cip</u> and <u>www.hsbcamanah.com.my/cip</u>) apply.
- 14. At the time of fulfilment of the TnG Reload Pin and during the Promotion Period, all the Participating HSBC Credit Card/-i(s) of the Eligible Cardholder MUST NOT show any record(s) of delinquency, be invalid or cancelled within HSBC's definition, and the first CIP Application approved must not be early settled nor the Credit Card/-i terminated by HSBC pursuant to the terms of the Cardholder Agreement, otherwise they will be disqualified from participating or receiving the TnG Reload Pin from this Promotion.
- 15. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the TnG Reload Pin to any third party other than the Eligible Cardholder.
- 16. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the TnG Reload Pin received in this Promotion.
- 17. HSBC reserves the right to substitute the TnG Reload Pin with any item of similar value at any time with 3 days' prior notice.
- 18. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days' prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 19. HSBC 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's records;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card/-i statement(s);
  - d. display at its business premises; or
  - e. notice on HSBC's public website(s);

where such notices shall be deemed to be effective on and from the 4<sup>th</sup> 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

- 20. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("**UTCs**") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i(s) facilities by HSBC. The UTCs and Cardholder Agreements are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs and the Cardholder Agreements, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 21. 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.
- 22. HSBC 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 of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC 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.
- 23. 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, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC have been advised of the possibility of such loss or damage.
- 24. 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.
- 25. HSBC's decision on all matters relating to this Promotion shall be final and binding.