

TERMS & CONDITIONS

HSBC / HSBC Amanah Zero Moving Cost Home Loan / Financing Campaign ("Campaign")

CAMPAIGN 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 **10th July 2023 to 31st December 2023**, both dates inclusive.

ELIGIBILITY CRITERIA

3. This Campaign is open to all individuals who fulfil the following conditions ("**Eligible Customers**"):
 - (i) Malaysian *and Non-Malaysian*;
 - (ii) *Resident* and Non-Resident*;
 - (iii) 18 years of age and above;
 - (iv) New or Existing HSBC customer
4. The following individuals are not eligible to participate in this Contest:
 - (i) Non-individuals & 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 Campaign, the Eligible Customers hereby expressly agree to be bound by these Terms & Conditions.

**Resident is by BNM's Foreign Exchange Policy as:*

1. A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
2. A non-citizen of Malaysia who has obtained permanent residency status in Malaysia and is ordinarily residing in Malaysia;

CAMPAIGN MECHANICS

6. Eligible Customers who apply for HSBC HomeSmart/-i ("**Facility**") for residential properties or service apartment ("**Property**") with the following home financing amount will enjoy Zero Moving Cost package (defined in Clause 7 below), capped at RM20,000 per successful application and with a 5-year lock-in period, and subject to other terms and conditions herein:
 - (i) RM500,000 (for property situated in Klang Valley, Penang Island, Johor Bahru); or
 - (ii) RM300,000 (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 included 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); 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 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.)

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. Eligible Customers shall reimburse HSBC 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 purpose of the Facility under this Campaign could be for the purchase of a new completed Property, external & internal refinancing, and financing for encumbered/unencumbered property, subject to the limit prescribed under Foreign Exchange Policy for a Non-Resident..

GENERAL TERMS & CONDITIONS

11. HSBC reserves the right to amend the terms and conditions or cancel this Campaign if necessary, with 3 banking days' prior notice.
12. HSBC may communicate to the Eligible Customer in relation to this Campaign via:
- via electronic means;
 - press advertisements;
 - notice in the Eligible Customer's credit card statement(s) or composite statement;
 - display at its business premises; or
 - notice on HSBC internet website(s);
- such notices shall be deemed to be effective on and from the 4th day after its delivery.
13. These Terms and Conditions are in addition to the existing Facility's terms and conditions in the Letter of Offer and other security documents. In the event of inconsistency between these Terms and Conditions and the Facility's terms and conditions, the terms and conditions in Letter of Offer and other security documents shall prevail in relation to the Facility .
14. The below terms also applies :
- HSBC and HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at www.hsbc.com.my and www.hsbcamanah.com.my;
 - HSBC's Notice Relating to the Personal Data Protection Act 2010.
15. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
16. The Eligible Customer shall be responsible for any applicable taxes.
17. HSBC's decision on all matters relating to this Campaign shall be final and binding.