

**AMENDED TERMS & CONDITIONS**  
**HSBC EVERYDAY GLOBAL ACCOUNT PROMOTION**

*This Amended Terms and Conditions will supersede the existing Terms & Conditions with effect from 19<sup>th</sup> August 2019.*

*The following is amended (in italicized) to reflect the revision:*

- *Clauses 1 and 22 are amended in line with the launch of “HSBC Amanah Everyday Global Account Promotion”*
1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as “**HSBC Bank**” and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as “**HSBC Amanah**”, collectively referred to as “**HSBC**”.

**THE PROMOTION PERIOD**

2. The “HSBC Everyday Global Account Promotion” (“**Promotion**”) shall run from 15 July 2019 to 29 September 2019 (both dates inclusive) (“**Promotion Period**”).

**ELIGIBILITY**

3. This Promotion is open to all of HSBC Everyday Global Account (“**EGA**”) customers.
4. The following categories of persons are EXCLUDED from this Promotion:
  - (a) Permanent and/or contract employees of HSBC and HSBC Amanah (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters);
  - (b) Non-HSBC Everyday Global Account customers;
  - (c) Non-individual or corporate customers;
  - (d) Cardholder(s) of HSBC Everyday Global Visa Debit Card that are not issued in Malaysia; and/or
  - (e) Cardholder(s) of invalid or cancelled HSBC Everyday Global Visa Debit Card and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period.

(collectively, the “**Eligible Customer**”)

**PROMOTION MECHANICS**

5. Eligible Customer who meets the Eligible Conversion and/or Eligible Spend requirements in Clause 7 stands a chance to receive one (1) unit of Weekly Prize or Monthly Prize and/or one (1) unit of Grand Prize throughout the Promotion Period, subject to the selection process below.
6. Eligible Customer will stand a chance to win Weekly Prize based on Weekly entries, Monthly Prize based on Monthly entries, and Grand Prize based on overall entries throughout the Promotion Period.

7. Eligible Customer must **perform conversion into EGA (“Eligible Conversion”)** or **perform domestic or overseas debit card spend using EGA Visa Debit Card (“Eligible Spend”)** as stated below:

- (a) **Eligible Conversion:** Eligible Customer who perform a foreign exchange (“FX”) conversion<sup>1</sup>, with minimum amount of RM10,000 (or equivalent in foreign currencies) into EGA are entitled to the number of Contest Entries below:

Conversion Amount (Per Transaction) <sup>2</sup>	Contest Entries
RM10,000 - RM200,000	5
RM200,001 - RM500,000	20
Above RM500,000	50

<sup>1</sup> Conversion refers to transfer of funds which involves currency conversion from any existing HSBC accounts into EGA and/or conversion of funds from different currencies within EGA.

<sup>2</sup> For joint accounts, only the Primary customer is entitled to receive Contest Entries. Primary customer is the first name that is maintained in our system for joint account i.e. the first name that is indicated on the account statement.

**Scenario:** Customer converts and transfers MYR 50,000 into USD from HSBC Account to EGA during Promotion Week 1. He will earn 5 Contest Entries for that transaction during Promotion Week 1. Subsequently, customer converts and transfers SGD 100,000 to MYR within EGA during Promotion Week 4. He will earn 20 Contest Entries for that transaction during Promotion Week 4. In total, customer will earn 5 entries for Weekly Prize in Week 1 and 20 entries in Week 4, 25 entries for Monthly Prize and Grand Prize. Customer is in the running to win maximum 1 Weekly or 1 Monthly Prize, and stand to win Grand Prize.

- (b) **Eligible Spend:** Eligible Customer must spend a minimum of RM100 (or equivalent in foreign currencies) via Point-of-Sales (POS) transaction in a single receipt with EGA Visa Debit Card to earn the number of Contest Entries below:

Accumulated Debit Card Spend	Contest Entries
Every RM100 domestic spend	1
Every RM100 equivalent in overseas spend	5

**Scenario 1:** Customer spends RM200 with domestic merchant in a single receipt during Promotion Week 1. He will earn 2 Contest Entries for that transaction during Promotion Week 1. In Week 2, customer spends RM300 with domestic merchant in a single receipt. He will earn 3 Contest Entries for week 2. He did not perform any transaction using his debit card in Week 3 and 4. In total, customer will earn 2 entries for Weekly Prize in Week 1 and 3 entries in Week 2 or Monthly Prize (5 entries), and Grand Prize (5 entries). Customer is in the running to win maximum 1 Weekly or 1 Monthly Prize, and stand to win Grand Prize.

**Scenario 2:** Customer spends RM299 with overseas merchant in a single receipt during Promotion Week 1. He will earn 10 Contest Entries for that transaction during Promotion Week 1.

8. The tracking for Eligible Conversion and Eligible Spend is based on transaction made in Malaysian Time. For transaction performed in foreign currency, its equivalent amount in Ringgit Malaysia is determined by HSBC's conversion rates at the time of transaction.

9. Contest prizes are indicated in table below:

**Grand Prize**

Description	Promotion Dates	Grand Prize
Grand Prize	15 July 2019 – 29 September 2019	1x RM 20,000 travel voucher for 2 pax to London

**Monthly Prizes**

Promotion Month	Promotion Dates	Monthly Prizes
1	15 July 2019 – 28 July 2019	1x RM 5,000 travel voucher for 2 pax to Hong Kong
2	29 July 2019 – 25 August 2019	1x RM 7,000 travel voucher for 2 pax to Sydney
3	26 August 2019 – 29 September 2019	1x RM 9,000 travel voucher for 2 pax to Europe

**Weekly Prizes**

Promotion Week	Promotion Dates	Weekly Prizes
1	15 July 2019 – 21 July 2019	2x RM500 Travel Voucher each week
2	22 July 2019 – 28 July 2019	
3	29 July 2019 – 4 August 2019	
4	5 August 2019 – 11 August 2019	
5	12 August 2019 – 18 August 2019	
6	19 August 2019 – 25 August 2019	
7	26 August 2019 – 1 September 2019	
8	2 September 2019 – 8 September 2019	
9	9 September 2019 – 15 September 2019	
10	16 September 2019 – 22 September 2019	
11	23 September 2019 – 29 September 2019	

Note: The Grand Prize, Monthly Prizes and Weekly Prizes are collectively referred to as “Prize(s)”.

10. Contest Entries will be void and revoked if:

- (a) EGA is closed, blocked, or delinquent within HSBC's definition.
- (b) EGA Visa Debit Card is cancelled, terminated, deleted, or blocked.
- (c) Eligible Conversion and Eligible Conversion for the Promotion is disputed or alleged to be fraudulent.

11. The Prize Selection Process (for Grand Prize, Monthly Prizes and Weekly Prizes) is as follows:
- Each Contest Entry will be assigned with a serial number in HSBC's randomizer system.
  - To determine the Winners, HSBC will perform a one (1) time randomization of the entries received.
  - Potential Winners will be contacted by HSBC via telephone, at the telephone numbers maintained in HSBC's records and will be required to answer a question related to HSBC. The Potential Winners who answer the question correctly will receive the Prize.
  - If the Potential Winners fail to answer the question correctly, the Potential Winners will be disqualified from the Promotion and Clause 11(f) below kicks in.
  - If the first attempt to call the Potential Winners is unsuccessful, another 2 attempts will be made within the next 2 days of the first phone call to the Potential Winners. Where such further attempts are unsuccessful or the Potential Winners withdraw from the Promotion on being contacted, the Potential Winners will be disqualified from the Promotion.
  - In the event Winners are not successfully selected (whether uncontactable, failed to answer the question correctly or withdrew from the Promotion), the next entry from the randomization results in Clause 11(b) will be shortlisted as the Potential Winner, and the same process in Clause 11(c) onwards will repeat until there is a Winner.

12. Weekly and Monthly Prize Winners will be contacted and informed via telephone based on the below stipulated dates:

Promotion Month (Monthly Prize)	Promotion Week (Weekly Prize)	Contacting Potential Winners and Prize Delivery Date
15 July 2019 – 28 July 2019	15 July 2019 – 21 July 2019	Within 8 weeks from 28 July 2019
	22 July 2019 – 28 July 2019	
29 July 2019 – 25 August 2019	29 July 2019 – 4 August 2019	Within 8 weeks from 25 August 2019
	5 August 2019 – 11 August 2019	
	12 August 2019 – 18 August 2019	
	19 August 2019 – 25 August 2019	
26 August 2019 – 29 September 2019	26 August 2019 – 1 September 2019	Within 8 weeks from 29 September 2019
	2 September 2019 – 8 September 2019	
	9 September 2019 – 15 September 2019	
	16 September 2019 – 22 September 2019	
	23 September 2019 – 29 September 2019	

13. Grand Prize Winner will be contacted and informed via telephone within 8 weeks from the end of Promotion i.e. within 8 weeks from 29 September 2019.

14. Subject to the terms and conditions herein, the Prize(s) will be delivered via courier or mail to the Winners' mailing address maintained in HSBC's records or to the dedicated address requested by the Winner(s) during the call per Clause 11(c).
15. HSBC will not entertain any request from any Winner(s) or any other person to fulfil the Prize(s) to any third party other than the Winner(s).
16. The Prizes are provided on an "As Is" basis. The Winner(s) will be required to redeem the Prize(s) (travel vouchers) from Mayflower Corporate Travel Services Sdn Bhd within the redemption period stated on the Prize(s) and failing which, the Prize(s) will be forfeited.
17. The Prize(s) will be subject to terms and conditions as stipulated by Mayflower Corporate Travel Services Sdn Bhd. Redemption of the Prize(s) by Winner(s) may be subject to further terms and conditions or additional fees and charges by the airline and hotel selected by the Winner(s).
18. The Prize(s) cannot be transferred, exchanged for cash, credit or in kind.
19. HSBC is not in any way endorsing, sanctioning, approving or supporting the use of Mayflower Corporate Travel Services Sdn Bhd.
20. HSBC will not be liable for any mishaps, injuries or accidents that may occur in the course of delivery, usage or redemption of the Prize(s) received under this Promotion. Any query and/or dispute on the usage or redemption of the Prize(s) must be directed to, and resolved directly with Mayflower Corporate Travel Services Sdn Bhd.
21. HSBC reserves the right to substitute the Prize(s) with any item of similar value at any time with 3 days prior notice.
22. *This Promotion is pooled together and will run concurrently with HSBC Amanah Everyday Global Account-i Promotion.* HSBC Bank is the sole provider for all Prize(s) in this Promotion.

#### **GENERAL TERMS AND CONDITIONS**

23. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
24. These Terms & Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
25. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer(s):
  - (a) individual notice to the Eligible Customer (whether by written notice or via electronic means) sent to the Eligible Customer's latest address/email address as maintained in the HSBC's records;

- (b) press advertisements;
- (c) notice in the Eligible Customer's HSBC Everyday Global Account statement;
- (d) display at its business premises; or
- (e) notice on HSBC's 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.

26. These Terms & Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank of which the Specific Terms & Conditions for HSBC Premier and HSBC Advance, and Specific Terms & Conditions for Retail Banking and Wealth Management are a part of and which regulate the provision of account facilities by HSBC. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my). In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
27. 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.
28. 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, change or substitution by HSBC of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
29. 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.
30. The Eligible Customer(s) 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.
31. HSBC's decision on all matters relating to this Promotion shall be final and binding.