

TERMS & CONDITIONS
HSBC Mortgage Cashback Campaign 2022

1. HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) will be referred to as “**HSBC**” hereinafter.

THE CAMPAIGN PERIOD

2. The “HSBC Mortgage Cashback Campaign” (“**Campaign**”) shall run from **03 January 2022** to **31 December 2022**, both dates inclusive (“**Campaign Period**”).

ELIGIBILITY & PARTICIPATION CRITERIA

3. The Campaign is open to the Eligible Customers (as defined below):-

Eligible Customers	Participation Criteria
Existing HSBC customers who receive SMS or e-Mail (EDM) invitation from HSBC to participate in this Campaign (“ Eligible Customer(s) ”).	<ul style="list-style-type: none"> • During the Campaign Period, Eligible Customers must apply for and accept a HSBC Home Loan (inclusive of legal and valuation fee) for the purpose of refinancing of a completed property (with top up cash out for personal use if applicable). • For avoidance of doubt, the following categories of refinancing are not eligible for this Campaign: <ul style="list-style-type: none"> (a) Refinancing of an existing loan/financing with HSBC/ HSBC Amanah (including staff loan/financing); and (b) Refinancing of unencumbered property. • Maximum loan-to-value allowable is up to 90%, subject to HSBC’s credit evaluation. • Lock in period of 5 years from the date of first disbursement applies to the HSBC Home Loan (“Lock In Period”). • The HSBC Home Loan can be applied individually or jointly. In the case of a joint application, it is sufficient that either one of the applicants shall be the Eligible Customer who receive the SMS or EDM from HSBC. • This Campaign is open to Malaysian residents and Non-Malaysian residents only.

CAMPAIGN

4. Eligible Customers who meet the Participation Criteria will enjoy the following Campaign offers:
- (a) Interest rate
 - (i) Non Premier customer: enjoy Interest rate of Base Rate(BR) + 0.71% (Effective Interest Rate 3.10%);
 - (ii) Premier customer: enjoy interest rate of BR + 0.66% (Effective Interest Rate 3.05%); subject to changes in Base Rate from time to time; and
 - (b) A cashback of 0.88% on the accepted HSBC Home Loan amount, capped at maximum RM15,000.00 per application (“**Cashback**”) subject to no early settlement/termination during Lock In Period.
5. The Cashback will be credited into the Eligible Customer’s one (1) active MYR HSBC/HSBC Amanah account which HSBC will decide based on the hierarchy as listed in the table below, within two months after the date of first disbursement:

Hierarchy level (from top to bottom)		
1.	HomeSmart/-i Account where the loan taken with HSBC will be disbursed to	If Eligible Customer has more than one account of same product type and name with HSBC, HSBC will select any one of the accounts for the crediting of the Cashback.
2.	HSBC current or savings account/-i that has a Standing Instruction linked to the loan account	
3.	Sole/Main Applicant's HomeSmart/-i Account	
4.	Sole/Main Applicant's Premier Account/-i	
5.	Sole/Main Applicant's Advance Account/-i	
6.	Sole/Main Applicant's Basic Current Account/-i	
7.	Sole/Main Applicant's Basic Savings Account/-i	
8.	Joint Applicant's HomeSmart/-i Account	
9.	Joint Applicant's Premier Account/-i	
10.	Joint Applicant's Advance Account/-i	
11.	Joint Applicant's Basic Current Account/-i	
12.	Joint Applicant's Basic Savings Account/-i	

6. In the event the facility is early settled/terminated by the Eligible Customer at any time before first disbursement or during the Lock In Period, the Eligible Customer is deemed no longer entitled for the CashBack and agrees to compensate the Bank an amount equivalent to the sum of the Cashback received ("Reimbursement") whereby such Reimbursement amount shall form part of the settlement sum.
7. The Cashback is not transferable and cannot be exchanged for credit or in kind.

GENERAL TERMS & CONDITIONS

8. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3-days prior notice.
9. The Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
10. HSBC reserves the right to cancel, terminate or suspend this Campaign with 3-days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Campaign shall not entitle the Eligible Customer to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Customer as a direct or indirect result of the act of cancellation, termination or suspension.
11. 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 has been advised of the possibility of such loss or damage.
12. 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 Campaign.
13. HSBC may use any of the following modes to communicate notices in relation to this Campaign to the Eligible Customer(s):

- i. individual notice to the Eligible Customer(s) (whether by written notice or via electronic means) sent to the Eligible Customer(s)' latest address/email address as maintained in HSBC's records;
- ii. press advertisements;
- iii. notice in the Eligible Customer(s)' credit card statement(s);
- iv. display at its business premises; or
- v. 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.

14. These Terms and Conditions are in addition to the existing HSBC Home Loan terms and conditions in the respective Letter of Offer and other security documents (collectively "**Security Documents**"). In the event of inconsistency between these Terms and Conditions and the Security Documents, the terms and conditions in the Security Documents shall prevail.
15. These Terms and Conditions are in addition to the provisions of the Bank's Universal Terms and Conditions ("UTCs"). The UTCs are available at 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 Campaign.
16. 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.
17. The Eligible Customer 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 Campaign.
18. HSBC's decision on all matters relating to this Campaign shall be final and binding.