

TERMS & CONDITIONS

HSBC 2022 Agoda Acquisition Promotion (“Promotion”)

PROMOTION 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 as “**HSBC**”).
2. “**Promotion Period**”:
 - a. “**Sign-Up Period**” runs from **1 October 2022 to 31 December 2022**, both dates inclusive for customers to apply for a primary HSBC Bank Credit Card or HSBC Amanah Credit Card-i (collectively as “HSBC Credit Card/-i(s)”; and
 - b. “**Welcome Period**” is 60 days from the date of HSBC welcome letter for the new HSBC Credit Card/i(s).

PARTICIPATION & ELIGIBILITY

3. “**New Primary Cardholders**” are defined as new primary cardholders of Participating HSBC Credit Card/-i(s) who currently does not hold any existing HSBC Credit Card/-i(s).
4. “**Existing Primary Cardholders**” are defined as existing primary cardholders of Participating HSBC Credit Card/-i(s) who applies for another new primary Participating HSBC Credit Card/-i(s).
5. This Promotion is open to new primary cardholders who apply at least one of the following primary Participating HSBC Credit Card/-i(s) for the first time as set out in Table 1 below (“**Eligible Cardholders**”) during the Promotion Period.

Table 1: Participating HSBC Credit Card/-i(s)

HSBC Bank Credit Card	<ul style="list-style-type: none">• HSBC Premier Travel Mastercard Credit Card• HSBC Premier World Mastercard Credit Card• HSBC Visa Signature Credit Card• HSBC Visa/Mastercard Platinum Credit Card• HSBC Advance Visa Platinum Credit Card
HSBC Amanah Credit Card-i	<ul style="list-style-type: none">• HSBC Amanah Premier World Mastercard Credit Card-i• HSBC Amanah MPower Platinum Credit Card-i• HSBC Amanah MPower Credit Card-i

6. The following categories of persons are **not eligible** to participate in this Promotion:
 - a. Cardholder(s) who are existing primary cardholders;
 - b. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to this Promotion;
 - c. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent at any time during the Promotion Period;
 - d. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s);
 - e. Permanent and/or contract employees of HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad; and
 - f. Cardholder(s) who are participating in any other concurrent HSBC Credit Card/-i(s) sign-up promotions via any channels either by HSBC or authorized third parties, except the HSBC/ HSBC Amanah RM25 Cashback Acquisition Promotion.
7. Eligible Cardholders whose primary Participating HSBC Credit Card/-i(s) are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Promotion Period or at the time of fulfillment of the rewards will be not eligible to join and/or receive any rewards under this Promotion.

PROMOTION MECHANICS

8. Eligible Cardholder must during the Promotion Period:
 - a. Apply for any Participating HSBC Credit Card/-i through HSBC via face-to-face channels;
 - b. Call to activate his/her newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) according to the activation steps in the HSBC welcome letter; and
 - c. Use his/her Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 9 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 2 below.
(the "Participation Criteria").
9. "Eligible Spend" for this Promotion are those that are charged to the Participating HSBC Credit Card/-i(s) (single or cumulative receipt); and
 - a. **includes:** local and overseas retail transactions (including online transactions), e-wallet top up, insurance, standing instructions/ auto-billing; and
 - b. **excludes:** Cash Advance, interest charges, finance charges/management fees, credit card annual fee, Sales and Services Tax (SST), quasi cash transactions, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP).
10. For avoidance of doubts, Eligible Spend(s) must be the transaction posted within the Welcome Period and HSBC will not be held responsible for any late posting.
11. Eligible Cardholders stand to receive an Agoda cash voucher and Cash Instalment Plan Offer based on the criteria as set out in the Table 2 below:

TABLE 2: Promotion Eligibility Criteria

Type		Offer	Eligibility Criteria	Total Allocation of Units
Welcome Offer		1x RM200 AGODA CASH VOUCHER ("Voucher")	Spend ten (10) Eligible Spend transactions and accumulate RM500 within the Welcome Period	2,000 Units
		1x 3.88% CASH INSTALMENT PLAN OFFER ("CIP Offer")	Get approved Cash Instalment Plan of RM1000 or above within the Welcome Period	N/A

12. An Eligible Cardholder stands a chance to receive maximum one (1) unit of Voucher and one (1) time 3.88% Cash Instalment Plan Offer when the newly approved primary Participating HSBC Credit Card/-i has fulfilled the Participation Criteria in Clause 8 and the Eligibility Criteria in the Table 2; the Voucher shall be on a first-come, first-served basis, subject to availability throughout the Promotion Period and subject to the terms and conditions of this Promotion.

VOUCHERS TERMS & CONDITIONS

13. The total allocation of Voucher is capped at 2,000 units to be given out throughout this Promotion. The allocation of Voucher is pooled together with HSBC Amanah 2022 Agoda Voucher Acquisition Promotion. HSBC Bank is the sole provider of this Promotion.
14. In the event the Vouchers are fully given out, Eligible Cardholders will be auto-enrolled to HSBC/HSBC Amanah Cashback Acquisition Promotion. Terms and conditions apply. A copy of full terms and conditions can be found at <http://www.hsbc.com.my/cashback> or <http://www.hsbcamanah.com.my/cashback>.
15. The following terms and conditions apply to the Voucher:-

- a. The Voucher is non-transferable, non-cumulative and cannot be used in conjunction with any other discount, promotions, discounted items and fixed price items (unless specified) and may not be combined with other offers, rewards, or loyalty programs;
 - b. The Voucher cannot be exchanged for cash, credit or in kind;
 - c. The Voucher must be redeemed through the designated landing page via www.agoda.com/hsbcmiacqoffer only from 1 December 2022 (01.00am) until 30 November 2023 (11.59pm) Malaysia time and the stay date shall be valid for 1 year from the date of booking;
 - d. The Voucher is only applicable to the reservation of selected and designated merchant properties in certain destinations, made through the designated landing page;
 - e. The Voucher is only valid for hotels that have the "Promotion Eligible" banner on the search results page and "Pre paid" and "Pay now" room types only. Rooms that have the "Pay at the Hotel" and "Book now pay later" flag do not qualify for the Voucher;
 - f. The Voucher is applicable to accommodation room charges only (excluding local taxes, service fees, extra charges, personal consumptions and the like);
 - g. The Voucher is subject to the terms and conditions of Agoda. In case of dispute, the decision of Agoda shall be final;
 - h. Agoda Terms & Conditions apply;
 - i. HSBC is not the supplier of the service(s) and makes no representation as to the service(s) provided. Any disputes on the services from a merchant, should be resolved directly between the Cardholder and the merchant; and
 - j. HSBC reserves the right to substitute the Voucher with any other item of similar value at any time with three (3) days prior notice.
16. Eligible Cardholders who are entitled to receive the Voucher will receive the e-Voucher sent to the email address provided in the credit card application form within sixteen (16 weeks) upon fulfilment of the Eligibility and Participation Criteria. Email will be sent by HSBC.
17. Eligible Cardholders must use HSBC Credit Card/-i(s) issued in Malaysia during checkout to redeem the Voucher.
18. The Voucher is applicable for one (1) time redemption only. Expiry date of the Voucher will be stated in the email sent to the Eligible Cardholder and any unutilized Voucher that has expired will not be replaced by HSBC.

3.88% CASH INSTALMENT PLAN OFFER TERMS & CONDITIONS

19. An Eligible Cardholder may apply for CIP for cash advance via his/her Participating HSBC Credit Card/-i at 3.88% p.a. management fee and repay the cash advanced amount ("**CIP Amount**") together with the applicable management fee in equal monthly instalments ("**CIP Monthly Instalment**") for a repayment period of 12 months ("**CIP Tenure**").
20. To participate in this 3.88% CIP Offer, an Eligible Cardholder must apply for the CIP during the credit card application for the primary Participating HSBC Credit Card/-i and in accordance to the terms below:
- i. By completing the CIP portion of the participating HSBC Credit Card/-i application form;
 - ii. At 3.88% p.a. management fee for CIP tenure;
 - iii. Provide details of his/her Nominated Bank Account. '**Nominated Bank Account**' refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the CIP Amount;
 - iv. After the Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment; and
 - v. The minimum CIP Amount for the CIP application is RM1,000 and shall not exceed 60% of the newly approved credit limit of Eligible Cardholder's Participating HSBC Credit Card/-i.
21. Each Eligible Cardholder can apply maximum of one (1) CIP only under this 3.88% CIP Offer regardless of the number of Participating HSBC Credit Card/-i applied for under this Promotion.

22. In the event the CIP is applied together with BTI and the combined amount of CIP and BTI exceeds 60% of the newly approved credit limit of the Participating HSBC Credit Card/-i, the application for BTI shall take priority for approval. In this instance, the CIP Amount will be reduced to not be lower than RM1,000. However, if the CIP Amount is lower than RM1,000, HSBC reserves the right to reject the CIP application.
23. The transfer of the approved CIP Amount to Eligible Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of HSBC welcome letter or fourteen (14) working days from the date of CIP application approved, notwithstanding that the Eligible Cardholder's Participating HSBC Credit Card/-i Account may remain inactive. The Eligible Cardholder will be notified of his/her approved CIP via SMS or letter sent to the Eligible Cardholder's mobile phone number or address respectively maintained in HSBC's records.
24. HSBC reserves the right to:
- Approve the CIP Amount applied; or
 - Approve the CIP Amount at a lower amount. HSBC will notify the Eligible Cardholders if the approved CIP amount is lower than what was applied for; or
 - Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Eligible Cardholder with regards to the exercise of its discretion pursuant to this clause.
25. If the Eligible Cardholder wishes to opt for an early settlement of the CIP, the Eligible Cardholder shall give HSBC Bank/HSBC Amanah prior notice by calling HSBC's Contact Centre at 03 8321 5400 (HSBC) or 03 8321 5200 (HSBC Amanah). Once the early settlement request is processed by HSBC, the total unbilled principal CIP Amount shall immediately become due and payable by the Eligible Cardholder as an outstanding amount in the Eligible Cardholder's Participating HSBC Credit Card/-i(s) account.
26. The CIP is also subject to HSBC / HSBC Amanah Cash Instalment Plan Terms and Conditions ("**CIP Terms and Conditions**") (a copy of which can be downloaded from www.hsbc.com.my/credit-cards/features/cash-instalment-plan/ and www.hsbcamanah.com.my/credit-cards/features/cash-instalment-plan/).

GENERAL TERMS & CONDITIONS

27. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
28. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via:
- via electronic means;
 - press advertisements;
 - notice in the Eligible Cardholder'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.
29. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Promotion. In the event of inconsistency, this terms shall prevail in relation to this Promotion.
30. 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 and HSBC Amanah Cardholder Agreements;
 - HSBC and HSBC Amanah 2022 Cashback Acquisition Promotion which are available at www.hsbc.com.my/cashback and www.hsbcamanah.com.my/casback.
 - HSBC and HSBC Amanah Cash Instalment Plan Terms and Conditions which are available at www.hsbc.com.my/credit-cards/features/cash-instalment-plan/ and www.hsbcamanah.com.my/credit-cards/features/cash-instalment-plan/; and
 - HSBC's Notice Relating to the Personal Data Protection Act 2010.
31. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.

32. The Eligible Cardholders shall be responsible for any applicable taxes.
33. HSBC's decision on all matters relating to this Promotion shall be final and binding.