

TERMS & CONDITIONS
HSBC Win It Promotion (“Promotion”)

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**”).

PROMOTION PERIOD

2. “**Promotion Period**” runs from **05 January 2023 to 30 April 2023**, both dates inclusive, comprising the following periods: -

Promotion Month	Promotion Dates
1	05 January 2023 – 31 January 2023
2	01 February 2023 – 28 February 2023
3	01 March 2023 – 31 March 2023
4	01 April 2023 – 30 April 2023

PARTICIPATION & ELIGIBILITY

3. This Promotion is open to the primary and supplementary credit cardholders of the following participating HSBC Credit Card/-i(s) as set out in Table 1 below who receive an SMS invitation from HSBC (“**Eligible Cardholders**”) to participate in this Promotion:

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

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

4. The following categories of persons are **not eligible** to participate in this Promotion:
 - a. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia;
 - b. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent at any time during the Promotion Period;
 - c. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and
 - d. Permanent and/or contract employees of HSBC Bank or HSBC Amanah.
5. The Eligible Cardholders whose 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 fulfilment of the rewards will be not be eligible to join and/or receive any rewards under this Promotion.

PROMOTION MECHANICS

CashBack:

6. The Eligible Cardholders who spend a minimum amount of RM6,500 during each **Promotion Month** on Eligible Spend in a single or cumulative receipts/transactions (or equivalent in foreign currency) as per clause 8 below using their Participating HSBC Credit Card/-i (s) stand to receive RM400 cashback (“**Cash Back**”) on first come first serve basis, as illustrated in Table 2, subject to the Cash Back Capping in Table 3 below and the terms and conditions herein.

Table 2:

Minimum Spend Amount in a Promotion Month	Cash Back
RM6,500 on Eligible Spend	RM400 Cash Back

Table 3:

Promotion Month	Number of Cash Back Units (per month)	Total Number of Cash Back Units for this Promotion	Maximum Cash Back per Eligible Cardholder throughout the Promotion Period (RM)
1	400	1,600	RM800
2	400		
3	400		
4	400		

Monthly Prize:

7. The first 2 Eligible Cardholders with the highest accumulated Eligible spend for each **Promotion Month** on any Eligible Spend in a single or cumulative receipts/transactions (or equivalent in foreign currency) as per clause 8 below using their Participating HSBC Credit Card/-i (s) stand to receive iPhone 13 (**“the Monthly Prize”**), as illustrated in Table 4, subject to the Monthly Prize Capping in Table 5 below and the terms and conditions herein.

Table 4:

Participation Criteria	Monthly Prize
First 2 highest accumulated Eligible Spend for each Promotion Month	1 unit of iPhone 13

Table 5:

Promotion Month	Number of iPhone 13 Units (per Promotion Month)	Total Number of iPhone 13 Units for this Promotion	Maximum Unit of iPhone 13 per Eligible Cardholder throughout the Promotion Period (Unit)
1	2	8	1
2	2		
3	2		
4	2		

8. “Eligible Spend” for this Promotion are those transactions charged to any of the Eligible Cardholder’s Participating HSBC Credit Card/-i including the supplementary credit card(s) within the Promotion Period:

- a. Includes all online transactions, local and overseas retail transactions, 0% instalment plans; and
- b. Excludes cash advances, Cash Instalment Plan, Balance Transfer Instalment, standing instructions/auto-billing, management fees, credit card annual fees and credit card service tax.

9. Both primary and supplementary/ies Participating HSBC Credit Card/-i spend will be taken into account to meet the Eligible Spend. If the Eligible Cardholder has multiple Participating HSBC Credit Card/-i accounts, Eligible Spend made on all Participating HSBC Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated to the primary credit card/-i account and will not be viewed individually to meet the respective Eligible Spend for the Promotion.

Example: Cardholder A has an HSBC Premier World Mastercard Credit Card, an HSBC Platinum Credit Card and 2 supplementary HSBC Platinum Credit Card. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card/-i will be consolidated to the primary credit card account and not be viewed individually to meet the respective Eligible Spend of this Promotion.

10. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in HSBC’s system throughout this Promotion Period. HSBC shall not be held responsible for any late posting.

11. For the last unit of Cash Back and Monthly Prize, in the event of a tie in transaction time and/or amount, the Eligible Cardholder with the higher ranking card type of Participating HSBC Credit Card/-i will get the last unit of Cash Back/Monthly Prize.

(For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Platinum MasterCard Credit Card, HSBC Amanah MPower Platinum Credit Card-i and HSBC Amanah MPower Credit Card-i.

Example: Customer A (holding HSBC Premier World MasterCard Credit Card) & Customer B (holding HSBC Platinum Credit Card) have met the spend of RM6,500 per month in a single receipt/transaction at the same time & day, Customer A is eligible as the winner for the month.

12. The Cash Back & Monthly Prize is pooled together with the HSBC Amanah Win It Promotion. HSBC Bank is the sole provider for all the Cash Back & Monthly Prize in this Promotion.
13. The Cash Back will be credited into the Primary Eligible Cardholder's Participating HSBC Credit Card/-i(s) account within six (6) to twelve (12) weeks after each Promotion Month, which will be reflected in the Eligible Cardholders' monthly credit card statement after the Monthly Cash Back has been credited.
14. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Cash Back and Monthly Prize to any third party other than the Eligible Cardholders.
15. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, the Cash Back will be forfeited and will not be credited into the Eligible Cardholder's Participating HSBC Credit Card/-i(s).
16. The following terms and conditions apply to the **Monthly Prize**:
 - a. The Monthly Prize will be awarded to the **primary** Eligible Cardholders only.
 - b. The Monthly Prize will be provided on an "As Is" basis.
 - c. The Monthly Prize are not transferable and cannot be exchanged for cash, credit or in kind.
 - d. The Monthly Prize will be couriered within ten (10) to twelve (12) weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC records.
 - e. HSBC will provide the Monthly Prize in any colour that is available.
 - f. HSBC will not entertain any request to deliver the Monthly Prize to an overseas or third party address, a P.O. Box address and/or an address other than that maintained in HSBC's record. During the call for confirmation on delivery address, the Monthly Prize winners with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Monthly Prize(s) on behalf of them.
 - g. HSBC can substitute the Monthly Prize with any other item of similar value at any time with 3 days' prior notice.
 - h. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, the Eligible Cardholder will be disqualified from receiving the Monthly Prize for this Promotion.
 - i. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Monthly Prize received in this Promotion.
 - j. 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 the Monthly Prize.
 - k. The Monthly Prize does not include any accessories or item that are shown in the leaflet or website or any marketing materials, as they are for illustration purpose only.
 - l. Apple is not a participant in or sponsor of this Promotion. The trade name and logo of Apple are trademarks belonging to Apple. We are not in any way endorsing, approving or supporting the use of any brand or merchandise sold by Apple.
 - m. Any query or dispute on the usage or fitness for purpose of the Monthly Prize must be directed to and resolve directly with Apple.

GENERAL TERMS & CONDITIONS

15. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
16. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via
 - i. via electronic means;
 - ii. press advertisements;
 - iii. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - iv. display at its business premises; or
 - v. notice on HSBC internet website(s);

such notices shall be deemed to be effective on and from the 4th day after its delivery.

17. This Terms and Conditions are in addition and must be read together with the respective products(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.

The below terms also apply:

- a. HSBC Universal Terms and Conditions (“UTCs”) which is available at www.hsbc.com and www.hsbcamanah.com; and
 - b. HSBC Cardholder Agreement.
 - c. HSBC’s Notice Relating to the Personal Data Protection Act 2010.
18. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
 19. The Eligible Cardholder shall be responsible for any applicable taxes.
 20. HSBC’s decision on all matters relating to this Promotion shall be final and binding.