

TERMS & CONDITIONS
HSBC Fusion Transact & Win Promotion (“Promotion”)

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

PROMOTION PERIOD

1. This Promotion shall start from **1 October 2021 – 31 January 2022**, both dates inclusive (“**Promotion Period**”).

ELIGIBILITY

2. This Promotion is open to all new and existing HSBC Fusion customers who:
 - a) sign up for any participating Fusion Business Packages listed in the list of Participating Products below;
 - b) have an existing Current Account and/or 1-Biz Account prior to the Promotion Period; and/or
 - c) register with HSBCnet during the Promotion Period

(henceforth referred to as “**Eligible Customers**”)

For clarity, the list of products/services included in the Promotion are as follows:

- a) HSBC Fusion Basic Package;
- b) HSBC Fusion Essential Package;
- c) HSBC Fusion Elite Package;
- d) HSBCnet;
- e) Current Account; and
- f) 1-Biz Account.

(collectively referred to as “**Participating Products**”).

For the purpose of this Promotion, the Eligible Customer’s Participating Product(s) must remain active and in good standing throughout the Promotion Period.

3. Registration is not required to participate in this Promotion.

PROMOTION MECHANIC

4. Eligible Customers who fulfil any Participation Criteria in Table 1 below during the Promotion Period will earn contest entries and will stand to win a Monthly Prize after the end of each month during the Promotion Period and/or a Grand Prize after the Promotion Period.

Table 1:

Participating Criteria	No. of contest entries	No. of contest entries Accumulated
Sign up for a HSBC Fusion Business Package	10	Monthly
Sign up for HSBCnet	10	Monthly
Perform a minimum of five (5) e-Payment transactions via HSBCnet	10	Monthly
Perform any foreign currency Outward Telegraphic Transfer (TT) via HSBCnet	10	Monthly
Minimum Monthly Incremental Average Balance of RM20,000	20	Monthly

For avoidance of doubt, only transactions conducted with the Participating Products by HSBC Bank will be recognised to earn contest entries.

5. Minimum Monthly Incremental Average Balance (as defined below) is calculated by deducting the Eligible Customer's current month Average Daily Balance (as defined below) with previous month's Average Daily Balance. Below are some examples when an Eligible Customer will earn contest entries or not in relation to meeting the Minimum Monthly Incremental Average Balance criteria:

Example A (Eligible Existing Customer with a Current Account or 1-Biz Account)

Sum of daily end day balances in Previous Month	1 – 30 Sep 2021 RM600,000
Number of days in the Previous Month	30 days
Previous Month ADB	RM600,000 / 30 days = RM20,000

Sum of daily end day balances in Current Month	1 – 31 Oct 2021 RM1,550,000
Number of days in Current Month	31 days
Current Month ADB	RM1,550,000 / 31 days = RM50,000
Incremental Average Balance	RM50,000 – RM20,000 = RM30,000
Contest Entries Earned	20 Entries

Example B (Eligible New Customer with a Current Account or 1-Biz Account)

Account Open Date: 10 Oct 2021

Sum of daily end day balances in Current Month	10 – 31 Oct 2021 RM660,000
Number of days in Current Month	22 days
Current Month ADB	RM660,000 / 22 days = RM30,000
Incremental Average Balance	RM30,000
Contest Entries Earned	20 Entries

HSBC Bank will take an average balance of the month's position from the time the Eligible Customer opens an account.

Example C (Eligible Existing Customer with a Current Account and 1-Biz Account)

Sum of daily end day balances in Previous Month	1 – 30 Sep 2021 (Current Account + 1-Biz Account balances) RM350,000 + RM475,000 = RM825,000
Number of days in the Previous Month	30 days
Previous Month ADB	RM825,000 / 30 days = RM27,500

Sum of daily end day balances in Current Month	1 – 31 Oct 2021 (Current Account + 1-Biz Account balances) RM1,418,000 + RM1,000,000 = 2,418,000
Number of days in Current Month	31 days
Current Month ADB	RM2,418,000 / 31 days = RM78,000
Incremental Average Balance	RM78,000 – RM27,500 = RM50,500
Contest Entries Earned	20 Entries

6. The number of contest entries earned each month during the Promotion Period will be automatically refreshed on a monthly basis for the drawing of Monthly Prize winners according to Clause 17 below. All contest entries earned during the entire Promotion Period will automatically be accumulated for the Grand Draw after the Promotion Period.

7. Eligible Customers who have earned contest entries according to Clause 4 above will be in the running to win a Monthly Prize and/or a Grand Prize as stated in Table 2 below in accordance to the Terms and Conditions herein.

Table 2:

Participating Month	Monthly Prize	Number of Units to be given out
Oct 2021	RM1,000 Cash Reward + EP100* Credit each	30
Nov 2021	RM1,000 Cash Reward + EP100* Credit each	30
Dec 2021	RM1,000 Cash Reward + EP100* Credit each	30
Jan 2022	RM1,000 Cash Reward + EP100* Credit each	30
Participating Month	Grand Prize	Number of Units to be given out
Oct 2021 – Jan 2022	RM10,000 Cash Reward + EP500* Credits each	10

*EasyParcel Credit is redeemable for services with EasyParcel. One EasyParcel Credit is equivalent to Ringgit Malaysia One (e.g. EP100 is equivalent to Ringgit Malaysia One Hundred)

8. For the avoidance of doubt, Current Account and/or 1-Biz Account with a negative balance on any day due to utilization of overdraft facilities, the daily end-day balance will be deemed to have zero balance for that day.
9. E-Payment transactions refers to Bill Payment, GIRO, Intrabank Fund Transfer, RENTAS and DuitNow. No minimum amount is applicable.
10. An illustration on number of entries an Eligible Customer has earned based on the Participating Criteria fulfilled during the Promotion Period:

Participating Month	Number of Transactions	Participating Products Type of Transactions	No. of contest entries	Total Contest Entries Collected
Oct 2021	-	Sign up for a HSBC Fusion Business Package	10	50
	-	Sign up for HSBCnet	10	
	8	e-Payment Transactions	10	
	-	Incremental Average Balance = RM30,000	20	
Nov 2021	10	e-Payment Transactions	10	30
	-	Incremental Average Balance = RM20,000	20	
Dec 2021	10	e-Payment Transactions	10	20
	1	Foreign Currency Outward TT	10	
Jan 2022	10	e-Payment Transactions	10	40
	2	Foreign Currency Outward TT	10	
	-	Incremental Average Balance = RM30,000	20	
Total Contest Entries Collected Throughout Promotion Period				140

MONTHLY PRIZE AND GRAND PRIZE TERMS & CONDITIONS

11. There is a maximum of **one hundred and twenty (120)** units of Monthly Prize (thirty (30) units for each month) totalling to a sum of RM120,000 and a maximum of 12,000 EasyParcel Credits; a maximum of ten (10) units of Grand Prize totalling to a sum of RM100,000 and 5,000 EasyParcel Credits as stated in Table 1 above, to be given under this Promotion and are pooled together with the “HSBC Amanah Fusion Transact & Win Promotion”. HSBC Bank is the sole provider for all Monthly Prize and Grand Prize in this Promotion.
12. The Eligible Customer with the highest number of contest entries during each draw will have a higher chance to win.
13. An Eligible Customer can only receive a maximum of one (1) unit of Monthly Prize and one (1) unit of Grand Prize only, assuming a Monthly Prize winner also wins a Grand Prize, throughout the Promotion Period from both HSBC Bank and HSBC Amanah Bank Malaysia Berhad.

Monthly Prize

14. A Monthly Prize Winner will be selected based on Clause 16 below. For the avoidance of doubt, an Eligible Customer who has won a Monthly Prize will no longer be eligible to be in the running to win a Monthly Prize for the following remaining months during the Promotion Period. However, any Contest Entries earned will remain valid and Eligible Customer will still be in the running to win a Grand Prize.
15. Accumulated Contest Entries refer to the total amount of contest entries collected by an Eligible Customer in this Promotion and HSBC Amanah Fusion Transact and Win Promotion.
16. The Monthly Draw for Monthly Prize Winner Selection Process is as follows:
 - a) Within forty five (45) days after the end of the each month during the Promotion Period, Eligible Customers with contest entries will be shortlisted via a one-time randomization as the Potential Monthly Prize Winners.
 - b) The Potential Monthly Prize Winners will receive an SMS (according to the contact details as maintained in HSBC Bank’s records) notifying them that they stand to receive the Monthly Prize, subject to answering a question via SMS correctly. The Potential Monthly Prize Winners must answer/reply via SMS to 66300 within 10 days from the date of receipt of the SMS.
 - c) Only Potential Monthly Prize Winners who answer the question correctly will receive the Monthly Prize. An SMS will be sent to confirm that the Potential Monthly Prize Winners have answered the question correctly together with the Monthly Prize details (“**Notification Date**”).
 - d) Potential Monthly Prize Winners who: (i) fail to answer the question correctly; or (ii) do not reply to the SMS within 10 days from the date of receipt of the SMS will be disqualified and will not receive the Monthly Prize.
 - e) In the event HSBC Bank has not selected Monthly Prize Winners after each campaign month during the Promotion Period due to Clause 16 (c) or (d), the next entry from the randomization results in Clause 16 (a) will be shortlisted as the Potential Monthly Prize Winner, and the same process in Clause 16 (a) to (d) shall repeat up to two (2) rounds, and thereafter the Monthly Prize(s), if any, will be forfeited.
17. The Cash Reward will be credited into the respective Monthly Prize Winner’s HSBC Bank Current or 1-Biz Account within two (2) months after the Notification Date. The Monthly Prize Winner will receive a SMS notification of the Cash credited into the account, which will also be indicated on the HSBC Bank Current or 1-Biz Account Monthly Statement. In the event, there are more than one Malaysian Ringgit Current Accounts, the account that has the most recent transactions will be selected.

18. The EasyParcel Credits will be emailed to the Monthly Prize Winner's latest email address that is in the Bank's record within two (2) months from the Notification Date.

Grand Prize

19. Eligible Customers who participated for the Monthly Prizes will stand to win a Grand Prize.
20. There are a total of ten (10) units of Grand Prize to be given out and capped at a maximum one (1) unit per Eligible Customer based on the Grand Prize Selection Process in Clause 21 below.
21. The Grand Draw for Grand Prize Winner Selection Process is as follows:
- a) Within forty five days (45) days after the end of the Promotion Period, Eligible Customers who participated for the Monthly Prizes will be shortlisted via a one-time randomization as the Potential Grand Prize Winners.
 - b) The Potential Grand Prize Winners will receive an SMS (according to the contact details as maintained in HSBC Bank's records) notifying them that they stand to receive the Grand Prize, subject to answering a question via SMS correctly. The Potential Grand Prize Winners must answer/reply via SMS to 66300 within 10 days from the date of receipt of the SMS.
 - c) Only Potential Grand Prize Winners who answer the question correctly will receive the Grand Prize. An SMS will be sent to confirm that the Potential Grand Prize Winners have answered the question correctly together with the Grand Prize details ("**Notification Date**").
 - d) Potential Grand Prize Winners who: (i) fail to answer the question correctly; or (ii) do not reply to the SMS within 10 days from the date of receipt of the SMS will be disqualified and will not receive the Grand Prize.
 - e) In the event HSBC Bank has not selected the Grand Prize Winners after the Promotion Period due to Clause 21 (c) or (d), the next entry from the randomization results in Clause 21 (a) will be shortlisted as the Potential Grand Prize Winner, and the same process in Clause 21 (a) to (d) shall repeat up to two (2) rounds, and thereafter the Grand Prize(s), if any, will be forfeited.
22. The Cash Reward will be credited into the respective Grand Prize Winner's HSBC Bank Current or 1-Biz Account within two (2) months after the Notification Date. The Grand Prize Winner will receive a SMS notification of the Cash Reward credited into the account, which will also be indicated on the HSBC Bank Current or 1-Biz Account Monthly Statement. In the event, there are more than one Malaysian Ringgit Current or 1-Biz Accounts, the account that has the most recent transactions will be selected.
23. The EasyParcel Credits will be emailed to the Grand Prize Winner's latest email address that is in the Bank's record within two (2) months from the Notification Date.
24. The following terms and conditions apply to the Monthly and Grand Prizes:
- a) The Monthly and Grand Prizes are provided on an "As Is" basis.
 - b) The Monthly and Grand Prize are not transferable and cannot be exchanged for cash, credit or in kind.
 - c) The Monthly and Grand Prize Winners under this Promotion will be notified via a telephone call within two (2) months after the Notification Date. The Potential Monthly and Grand Prize Winners will be contacted according to the contact details maintained in HSBC Bank's records.
 - d) HSBC Bank reserves the right to substitute the Monthly Prizes/Grand Prizes with any other item of similar value at any time with 3 days prior notice.
 - e) HSBC Bank will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Monthly Prizes and Grand Prizes received under this Promotion.

- f) Any loss or damage to the Monthly Prizes and Grand Prizes are passed on to the Monthly Prize Winners and Grand Prize Winners upon delivery of the Monthly Prizes and Grand Prizes.
- g) To the fullest extent permitted by law, HSBC Bank 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 Prizes and Grand Prizes.
- h) HSBC Bank is not in any way endorsing, sanctioning, approving or supporting the use of the Monthly Prizes and Grand Prizes or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the Monthly Prize and Grand Prizes must be directed to, and resolved directly with the respective merchant(s)/brands.
- i) The Monthly Prizes and Grand Prizes do not include any accessories or items that are shown in the leaflet or website or any marketing materials, as they are for illustration purposes only.
- j) Terms and Conditions of the merchant(s) for the Monthly Prizes and Grand Prizes may be applicable.
- k) EasyParcels (the “**Brands**”) are not participants in or sponsors of this Promotion. The Brands’ Logo and content are trademarks belonging to EasyParcel Sdn Bhd.
- l) HSBC Bank will not entertain any request from any Eligible Customer(s) or any other person to fulfil the Monthly Prize(s) and/or Grand Prize(s) to any third party other than the Eligible Customer.

DEFINITION

25. “**Incremental Average Balance**” refers to an increase in Average Daily Balance (defined below) in relation to the Current Account and/or 1-Biz Account compared against the Average Daily Balance of the previous month.

“**Average Daily Balance**” refers to the sum of the daily day-end balances of an Eligible Customer’s Current Account and/or 1-Biz Account for a given month, divided by the numbers of days in that month. Average Daily Balance is calculated as follows:

$$\frac{\text{Sum of daily end day balances}}{\text{Number of days in the current month}}$$

GENERAL TERMS AND CONDITIONS

26. HSBC Bank reserves the right to amend, delete or add to these Terms and Conditions from time to time with 3 days’ prior notice and such amended terms and conditions shall prevail over any provisions or representations contained in any other Promotion materials advertising this Promotion.
27. HSBC Bank reserves the right to cancel, terminate or suspend this Promotion with 3 days’ prior notice. Cancellation, termination or suspension by HSBC Bank of this Promotion shall not entitle the Eligible Customer to any claim or compensation against HSBC Bank for any and all losses or damage suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
28. HSBC Bank shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank’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 Bank have been advised of the possibility of such loss or damage.

29. HSBC Bank 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(s) (whether by written notice or via electronic means) sent to the Eligible Customer(s)' latest address/email address as maintained in the Bank 's records;
 - b) press advertisements;
 - c) notice in the Eligible Customer(s)' composite statement(s);
 - d) display at its business premises; or
 - e) notice on HSBC Bank's 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.
30. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in so far as they apply to this Promotion.
31. The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available as follows:
- a) The HSBC Bank Malaysia Berhad Universal Terms and Conditions and the Specific Terms and Conditions for HSBC Fusion available at <https://www.hsbc.com.my/fusion/terms-and-conditions/>
 - b) The E-Channels Terms and Conditions (E-Terms) General E-Terms for HSBCnet available at www.business.hsbc.com.my
32. 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 Promotion.
33. HSBC Bank's decision on all matters relating to this Promotion shall be final and binding.
34. By participating in this Promotion, the Eligible Customer agrees to be bound by Terms and Conditions and the decision of HSBC Bank.