

TERMS & CONDITIONS
HSBC Fusion Share and Earn More Rewards Campaign (“Campaign”)

This Amended Terms and Conditions for “HSBC Fusion Share and Earn More Rewards Campaign (“Campaign”) will supersede the existing Terms & Conditions with effect from 27 July 2021.

The Promotion Period has been amended in bold, underlined and struck through to reflect new Promotion Period.

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

This Campaign shall start from **5 May 2021 – ~~31 July 2021~~ 31 December 2021**, both date inclusive (“**Campaign Period**”).

THE CAMPAIGN

1. Under this Campaign, Eligible Customers (as defined in Cl. 5 below) who refer a Potential Customer (as defined in Cl. 6) to HSBC Bank during the Campaign Period and according to these Terms and Conditions stand to receive a Cash Reward for a Successful Referral (as defined in Cl. 2 herein) in accordance with Table 1.1 below.

Table 1.1

| For the Successful Referral of the below HSBC Fusion Business Packages | Cash Reward for each Successful Referral |
|---|---|
| HSBC Fusion Essential Package | RM150 |
| HSBC Fusion Elite Package | RM250 |

| For the Successful Referral of the below HSBC lending products | Cash Reward for each Successful Referral |
|---|---|
| Business Property Loan | RM300 |
| Unsecured Working Capital | RM300 |

2. “**Successful Referral**” refers to:
 - a) A Potential Customer referred by an Eligible Customer to HSBC Bank during the Campaign Period according to this Terms and Conditions; and
 - b) The Potential Customer applies for at least one of the Participating Products (as defined in Cl. 3 below) under this Campaign and submits the duly completed application form (together with the necessary documents) to HSBC Bank during the Submission Period; and
 - c) For lending Products, after HSBC Bank issues the letter of offer to a Potential Customer, the Potential Customer must return the duly completed and signed letter of offer to HSBC Bank within the validity period of the letter of offer or during the Submission Period, depending on when the letter of offer is issued; and/or
 - d) For participating HSBC Fusion Business Packages, a Potential Customer must open a HSBC 1 Biz Account and selects a participating HSBC Fusion Business Package as listed in Cl. 3 during the Submission Period.

For avoidance of doubt, HSBC Bank reserves the right to reject the Potential Customer's application.

3. **"Participating Products"** for this Campaign are any of the below products:
 - i. HSBC Fusion Essential Package
 - ii. HSBC Fusion Elite Package
 - iii. Business Property Loan
 - iv. Unsecured Working Capital
4. **"Submission Period"** means the Campaign Period and the following 30 days after the end of the Campaign Period during which Potential Customers must submit the duly accepted and completed letter of offer and/or application for HSBC 1-Biz Account opening to HSBC Bank.

ELIGIBILITY

5. This Campaign is open to all HSBC customers with an active MYR HSBC savings/current account/-i **EXCEPT** the following categories of persons:
 - a) Customers not within Wealth and Personal Banking and Retail Business Banking segment;
 - b) Customers who are solely holding HSBC Credit Card/Business Card/Corporate Card/Supplementary Card/-i;
 - c) Permanent and/or contract employees of HSBC (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters); and
 - d) Existing HSBC customers who have banking facilities in arrears or are delinquent according to HSBC's definition.

(the **"Eligible Customers"**).
6. A **"Potential Customer"** means a:
 - a) Sole-Proprietorship, Partnership and Private Limited Companies incorporated in Malaysia; and
 - b) do not have a 1-Biz Account/-i or Business Current Account/-i or any existing Business account/-i with HSBC Retail Business Banking prior to the Campaign Period.

PARTICIPATION CRITERIA

7. To refer a Potential Customer to HSBC Bank, an Eligible Customer must submit a complete Referral Form (available for download at HSBC Website <https://www.hsbc.com.my/fusion/>) to a Retail Business Banking Relationship Manager (RBB RM) at the nearest HSBC Bank branch within the Campaign Period.
8. In the event HSBC Bank receives two (2) or more Referral Form from Eligible Customers for the same Potential Customer, only the earliest Referral Form submitted will be taken into consideration in determining whether a Successful Referral was made (as defined in Cl. 2 above).

9. Referral of Potential Customers to HSBC Bank which does not follow the Participation Criteria and the requirements below will be disqualified and such Eligible Customers will not be entitled to receive Cash Reward under this Campaign:
- a) The Eligible Customer does not submit the duly completed Referral Form to HSBC Bank during the Campaign Period; or
 - b) For Lending Products, the Potential Customer does not submit the duly completed letter of offer to HSBC Bank within its validity period or the Submission Period, as the case maybe.
 - c) The Potential customer's account is closed at the time when the Cash Reward is credited to the Eligible Customer.

CASH REWARD TERMS & CONDITIONS

10. An Eligible Customer stands to receive a maximum of five (5) Cash Reward only for Successful Referrals made.
11. The total Cash Reward to be given out under this Campaign is RM38,000, given on a first come first served basis and is pooled together with "HSBC Amanah Fusion Share and Earn More Rewards Campaign". HSBC Bank is the sole provider for all Cash Reward under this Campaign.
12. The Cash Reward will be credited into the Eligible Customer's active MYR HSBC savings or current account/-i as provided in the Referral Form within (2) months from the end of Campaign Period.
13. If Eligible Customer's account is inactive and caused unsuccessful crediting by the Bank, Eligible Customer will be notified and activation must be made within 14 days from the notification date. Cash Reward will be credited within 60 days from the date of reactivation. In the event, the MYR HSBC savings/current account/-i remain inactive or is closed before the Cash Reward is credited, such Cash Reward shall be forfeited.
14. The Cash Reward credited will also be reflected in the Eligible Customer's account statement that follows after the date of the crediting of the Cash Reward.

SPECIFIC TERMS & CONDITIONS

15. It is the responsibility of the Eligible Customer to ensure accuracy of all information submitted to HSBC Bank in relation to or for the purposes of this Campaign.
16. HSBC Bank will not disclose a Potential Customer's HSBC Fusion Business Package, HSBC 1 Biz Account and/or HSBC Lending Products application status to an Eligible Customer and/or any third parties.
17. The Eligible Customer hereby agrees as follows:
- a) That his/her role is only to introduce the Potential Customer(s) to HSBC Bank; and
 - b) That the Eligible Customer must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC Bank.

18. Further, the Eligible Customer is not authorized to, and the Eligible Customer shall not:
- a) At any time conduct any sales process for himself/herself or on behalf of HSBC Bank or other financial institution to the Potential Customer(s);
 - b) Enter into any commitment or contract on behalf of HSBC Bank;
 - c) Make any representation or offer, or to give any assurances, on behalf of HSBC Bank to Potential Customer(s);
 - d) Incur any liabilities on behalf of HSBC Bank;
 - e) Sign any documents on behalf of HSBC Bank;
 - f) Receive any monies on behalf of HSBC Bank;
 - g) Refer to HSBC Bank in any document or advertisement without HSBC Bank's specific written consent;
 - h) Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC Bank except with the prior written consent by HSBC Bank;
 - i) Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity; and
 - j) Provide any form of advice to the Potential Customer(s) as to the features of any of HSBC Bank products which may directly or indirectly influence the decision of the Potential Customer(s).
19. By participating in the Campaign, the Eligible Customer hereby agrees to:
- a) HSBC Bank contacting him/her regarding any information in the Referral Form and/or regarding this Campaign via any mode of communication; and
 - b) HSBC Bank mentioning the Eligible Customer's name in the event the Potential Customer enquires about the source of reference.

GENERAL TERMS & CONDITIONS

20. HSBC Bank reserves the right at its absolute discretion 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 promotional materials advertising this Campaign.
21. HSBC Bank will not entertain any request from an Eligible Customer or any other person to credit the Cash Reward to an account other than the Eligible Customer's active account as maintained in HSBC's records.
22. HSBC Bank reserve the right to substitute the Cash Reward with any item of similar value at any time with 3 days' prior notice.
23. HSBC Bank reserve 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 Bank of this Campaign 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.
24. 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.

25. HSBC Bank may use any of the following modes to communicate notices in relation to this Campaign 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 HSBC'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.

26. 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 Campaign. 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 relation to this Campaign.
27. The existing terms and conditions applicable to the products and propositions referred to in this Campaign are available as follows:
- a) Universal Terms & Conditions of HSBC available at www.hsbc.com.my are:
 - (i) Generic Terms & Conditions;
 - (ii) Specific Terms & Conditions for HSBC Premier and HSBC Advance;
 - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management;
 - (iv) Cardholder Agreement; and
 - (v) Specific Terms & Conditions for HSBC Fusion
 - b) the letter of offer for Lending Products
28. 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.
29. HSBC Bank's decision on all matters relating to this Campaign shall be final and binding.
30. By participating in this Campaign, the Eligible Customer agrees to be bound by Terms and Conditions and the decision of HSBC Bank.

