AMENDED TERMS & CONDITIONS HSBC BANK PREMIER ELITE LUXURY RETREAT 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 referred to as "HSBC").
- 2. "Promotion Period" runs from 1 January 2025 to 31 December 2025, both dates inclusive.

ELIGIBILITY CRITERIA

- 3. This Promotion is open to new and existing HSBC Premier customers ("Eligible Customer(s)").
- 4. For the purpose of this Promotion, new and existing HSBC Premier customers must meet and maintain an average Total Relationship Balance (TRB) of at least RM 3,000,000 to be eligible to participate in this Promotion.

Total Relationship Balance (TRB) includes any Deposits in Current Account/-i, Savings Account/-i, Time Deposits/Term Deposit-i, and/or Investments in Unit Trust funds/ Shariah-complaint Unit Trust funds, Structured Investment/-i, Dual Currency Investment/-i and/or Direct Retail bond, Sukuk, and/or Cash value from Family Takaful/Life Insurance products with investment-linked and savings components.

HSBC Premier customer who maintains an average TRB of at least RM3,000,000 with HSBC will be recognized as HSBC Premier Elite.

- 5. Average TRB calculation is based on the average daily TRB of the calendar month. It is calculated based on the total sum of the end day TRB and divided by the number of days in the month.
- 6. The following categories of persons are not eligible to participate in this Promotion:
 - a. Non-individuals or corporate customers;
 - b. Permanent and/or contract employees of HSBC or other HSBC group entities in Malaysia;
 - c. Customers whose account(s) are delinquent within HSBC's definition at any time during the Promotion Period; and
 - d. Individuals below the age of 18 years old

PROMOTION MECHANICS

- 7. Under this Promotion, Eligible Customer(s) who meet the following participation criteria during the Promotion Period stand to receive a Luxury Retreat ("Reward"):
 - (a) Maintain a minimum average TRB of RM10,000,000; and
 - (b) Place a minimum of RM5,000,000 or foreign currency equivalent into new investments or new insurance products, or a combination of both products during the Promotion Period.

For clarity, the minimum placement of RM5,000,000 or foreign currency equivalent into new investments or new insurance products will form part of the minimum average TRB of RM10,000,000 during the Promotion Period.

- 8. For the purpose of this Promotion:
 - (a) **New investment products** refer to new subscriptions into the following Wealth products distributed by HSBC within the Promotion Period:
 - i. HSBC Bank/HSBC Amanah Structured Product/-i with investment date from 1 January 2025 – 31 December 2025 (excluding AUD Minimax, Principal Protected (PP) Structured Product/-i with tenure below 2 year and Non-Principal Protected (NPP) Structured Product/-i with tenure below 1 year);
 - ii. Unit Trust/Shariah Compliant Unit Trust distributed by HSBC Bank/HSBC Amanah with a minimum sales charge of 1% (excluding Money Market Fund); and
 - iii. Selected Bond/Sukuk distributed by HSBC Bank/HSBC Amanah (speak to your designated Relationship Manager for more information).
 - (b) **New insurance products** cover new subscriptions into regular (annual) premium or single premium insurance products distributed by HSBC within the Promotion Period.

For the avoidance of doubt, the term 'new subscriptions' shall exclude subscriptions using funds/proceeds from redemption, cancellation, maturities and autocall (applicable for structured products/-i only) of existing investment or insurance products.

(Collectively referred to as "Participating Wealth Products")

9. Table 1 below sets out the Participation Criteria and the Reward details whereas the eligibility for Reward is set out under the scenarios in Table 2 below.

Table 1: Participation Criteria and Reward

Participation Criteria	Reward
 i. <u>Fulfil and maintain</u> the minimum average TRB requirement of RM10,000,000; AND ii. Place a <u>minimum of RM 5,000,000</u> or foreign currency equivalent into <u>new</u> Participating Wealth Products within the Promotion Period pursuant to clause 8 above. 	 3 days 2 nights stay at 1-bedroom Beach Villa, at The Datai Langkawi; and 37,200 Enrich points* which will be credited into Eligible Customer's Enrich app
Notes: The minimum placement of RM5,000,000 or foreign currency equivalent into new Participating Wealth Products will form part of the minimum average TRB of RM10,000,000 during the Promotion Period.	*Please refer to Clause 20 below.

Table 2: Scenario

Scenario	Eligible for Reward
Scenario 1: Customer currently holds an average TRB of RM11mil in deposit account which includes RM5mil in existing investment. Customer redeems RM5mil from the existing investment and places the same amount in another investment product within the Promotion Period.	No (Customer redeemed funds from existing investment)
Scenario 2: Customer currently holds an average TRB of RM8mil.	No (Customer did not fulfil the TRB requirement of minimum RM10mil)
Scenario 3: Customer currently holds an average TRB of RM6mil (existing funds). Customer brings in fresh funds of RM5,000,000 or foreign currency equivalent and subscribes a new Participating Wealth Product within the Promotion Period. "Fresh Funds" means moneys or funds transferred, credited, or paid into any deposit, investment, and bancassurance accounts of the Eligible Customer from other bank(s) and/or financial institution(s). Funds transferred from any existing HSBC deposit, investment and bancassurance accounts are not considered as Fresh Funds. "Existing Funds" means any existing funds from HSBC deposit, investment and bancassurance accounts.	Yes (Customer fulfilled the TRB requirement of minimum RM10mil and minimum RM5mil in new Participating Wealth Product)
Scenario 4: Customer currently holds an average TRB of RM15mil, which consists of RM3mil in deposit and RM12mil in investment. Customer redeems RM3mil from existing investment and places RM5mil in another investment product within the Promotion Period.	No (Customer redeemed funds from existing investment)

- 10. Eligible Customer(s) who fulfill the criteria set out above during the Promotion Period shall be entitled to redeem one (1) complimentary luxury retreat stay, on a one-time basis only, subject to the applicable terms and conditions of this Promotion. For the avoidance of doubt, in respect of joint account, only one (1) Reward will be given per joint account.
- 11. Eligible Customer(s) will receive an electronic direct mailer (eDM) containing an e-voucher via their registered email address maintained with HSBC and will be contacted by their Relationship Managers within 8 weeks upon fulfilment of the Participation Criteria.

- 12. If any of the Eligible Customers exercise cooling-off period rights, surrender or revise plan benefits (i.e. reduce Sum Assured, perform partial withdrawal / termination) of the insurance products, the insurance portion will not be taken into account as the product subscribed during the Promotion Period.
- 13. If any of the Eligible Customers exercise cooling-off rights of the investment products, the investment portion will not be taken into account as the product subscribed during the Promotion Period.

Reward Terms and Conditions

Complimentary 3 days 2 nights stay at The Datai Langkawi

- 14. Eligible Customers who are entitled for the complimentary 3 days 2 nights stay at 1-bedroom Beach Villa, at The Datai Langkawi will be entitled to the following benefits:
 - Signature breakfast for 2 persons served in the privacy of the villa at The Datai Langkawi;
 - 24-hour personal butler service;
 - Complimentary return airport transfers in a limousine or Executive MPV;
 - Complimentary spirits, beer, soft drinks and snacks from the in-room resident's bar (exclude wines from the wine chiller); and
 - Complimentary daily Afternoon Tea served in the privacy of the villa, The Lobby Lounge or The Beach Club.
- 15. All reservations must be made via email at <u>reservationsdatailangkawi@dataihotels.com</u> or by calling +04 9500500.
- 16. The reservation is subject to availability and close-out dates. Close out dates: 16 to 26 April 2025, 22 December 2025 to 28 February 2026, and 30 March 2026 to 11 April 2026.
- 17. Bookings / reservations cancelled within 7 days of arrival will incur a 100% cancellation fee, and the e-voucher will be forfeited. The reservation and stay at The Datai Langkawi subject to The Datai Langkawi's Terms and conditions.
- 18. Eligible Customer(s) must provide the booking code as indicated on the e-voucher at the time of reservation.

Enrich points

- 19. To receive the Enrich points, Eligible Customer(s) must first enroll or be an existing member of the respective airline(s) and ensure the account of the respective airline(s) is of the same name as the Eligible Customer(s).
- 20. Enrich points may be redeemed for a variety of travel and lifestyle benefits under the Enrich Travel & Lifestyle Loyalty Programme.

Note: As of July 2025, 37,200 Enrich points may redeem 2 return Malaysia Airlines (MAS) Business Class (Enrich Saver) tickets from Kuala Lumpur to Langkawi.

Points required for flight redemption are based on fares and vary according to flight and seat availability, passenger demand and seasonality and ticket conditions. Please refer to Malaysia Airlines website for more details.

21. Use of Enrich points shall be subject to Enrich Terms and Conditions.

GENERAL TERMS & CONDITIONS

- 22. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice. For the avoidance of doubt, cancellation by HSBC of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC 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.
- 23. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 24. 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 have been advised of the possibility of such loss or damage.
- 25. 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 Promotion.
- 26. HSBC may communicate to the Eligible Customer(s) in relation to this Promotion via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Eligible Customer(s)' composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC internet website(s);

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

- 27. 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, these terms shall prevail in relation to this Promotion.
- 28. The below terms also apply:
 - (i) HSBC Bank and HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at www.hsbc.com.my; and www.hsbc.com.my;
 - (ii) HSBC's Notice Relating to the Personal Data Protection Act 2010;
 - (iii) Terms and Conditions governing Unit Trust which is available at https://www.hsbc.com.my/investments/products/unit-trust/;
 - (iv) Terms and Conditions governing Bond/Sukuk Investment which is available at https://www.hsbc.com.my/investments/products/bonds/; and
 - (v) The terms and conditions governing the respective investment products and insurance products

- 29. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 30. The Eligible Customer(s) shall be responsible for any applicable taxes.
- 31. HSBC's decision on all matters relating to this Promotion shall be final and binding.