

TERMS & CONDITIONS
HSBC BANK UNIT TRUST Q1 2023 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 **3 January 2023 to 31 March 2023**, both dates inclusive.

PARTICIPATION & ELIGIBILITY

3. This Promotion is open to new and existing HSBC Bank Premier customers with a Unit Trust (UT) investment account during the Promotion Period

EXCEPT for the following categories of persons:

- a. Non-individuals or corporate customers;
 - b. Permanent and/or contract employees of HSBC or other HSBC group entities in Malaysia; and
 - c. Customers whose account(s) are delinquent within HSBC’s definition at any time during the Promotion Period.
- (hereinafter referred to as “**Eligible Customer(s)**”).

PROMOTION MECHANICS

4. Under this Promotion, Eligible Customer(s) will stand to enjoy a special Front End Load (“FEL”) stipulated below when they subscribe into any UT Funds distributed by HSBC Bank at any HSBC’s branches in Malaysia during the Promotion Period:
 - a) FEL of 1.18% for Eligible Customer(s) who have a Total Relationship Balance (“TRB”) of between RM200,000 and RM2,999,999 at the date and time of subscription; or
 - b) FEL of 0.88% for Eligible Customer(s) who have a TRB of RM3,000,000 or above at the date and time of subscription.

FEL is the upfront cost that an investor incurs upon subscription/purchase of Unit Trust Funds.

TRB is made up of the average daily balances for the calendar month, taking into account deposits, investments and insurance held with HSBC Bank.

5. The FEL of 1.18% and 0.88% stated in Clause 4 above are only applicable to lump sum investments. For avoidance of doubt, the minimum lump sum investment amount is based on the respective fund’s minimum initial or subsequent investment amount as prescribed in the fund prospectus.
6. The following are excluded from this Promotion if:
 - (i) the investment funds are from the Employees Provident Fund (“EPF”);
 - (ii) the investment is via Monthly Investment Plan (“MIP”); or
 - (iii) the investment funds are redemption proceeds from any existing UT Funds held with HSBC Bank or HSBC Amanah.

7. The FEL of 1.18% and 0.88% are given out on a first come first serve basis subject to the availability of the allocated Max Subscription (defined below) for this Promotion during the Promotion Period. The Promotion is subjected to a maximum cap of RM500 million in total UT Fund subscriptions (“Max Subscription”) in a calendar month. This amount is pooled together with HSBC Amanah Unit Trust Q1 2023 Promotion.

GENERAL TERMS & CONDITIONS

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. The below terms also apply:
 - (i) HSBC Bank and HSBC Amanah Universal Terms and Conditions (“UTCs”) which are available at <https://www.hsbc.com.my/terms-and-conditions/>;
 - (ii) Specific Terms & Conditions governing Unit Trust which is available at <https://www.hsbc.com.my/investments/products/unit-trust/>;
 - (iii) HSBC’s Notice Relating to the Personal Data Protection Act 2010.
15. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
16. The Eligible Customer(s) shall be responsible for any applicable taxes.

17. HSBC's decision on all matters relating to this Promotion shall be final and binding.