

TERMS AND CONDITIONS

HSBC Online FX Reward Campaign (“Promotion”)

HSBC Bank Malaysia Berhad, Company No. 198401015221 (127776-V) will be referred to as “**HSBC Bank**” and HSBC Amanah Malaysia Bhd, Company No. 200801006421 (807705-X) will be referred to as “**HSBC Amanah**”, collectively referred to as “**HSBC**”.

PROMOTION PERIOD

1. This Promotion shall run from 01 Jan 2022 to 31 Mar 2022, comprising the following periods:

Promotion Month	Promotion Period
1	01 Jan 2022 – 31 Jan 2022
2	01 Feb 2022 – 28 Feb 2022
3	01 Mar 2022 – 31 Mar 2022

(collectively, the “**Promotion Period**”)

ELIGIBILITY

2. This Promotion is open to all HSBC individual customers who are:
- registered users of and have a valid HSBC Online Banking and/or HSBC Mobile Banking account;
 - have a sole or joint savings/current, Everyday Global Account and/or a Foreign Currency Account with HSBC; and
 - performs any Foreign Exchange conversion (“**FX Conversion**”) as provided below:
 - between a HSBC customer’s individual or joint accounts OR between a HSBC customer’s individual or joint account to another HSBC customer’s individual or joint account via HSBC Online Banking or HSBC Mobile Banking:
 - conversion of currency between MYR saving/current account and foreign currency account or Everyday Global Account or vice versa; or
 - conversion of currency between one foreign currency account to another foreign currency account;
 - or
 - Telegraphic Transfer with currency conversion via HSBC Online Banking e.g. debiting customer’s HSBC MYR account for transfer to a GBP account in UK; or
 - Global Transfer with currency conversion via HSBC Online Banking e.g. debiting customer’s own HSBC MYR account for transfer to a SGD account in HSBC Singapore

EXCEPT existing permanent/contract employee of HSBC (hereinafter collectively referred to as the “**Eligible Customer(s)**”).

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

PARTICIPATION CRITERIA

4. For every RM5,000 (or equivalent amount in foreign currency) of FX Conversion done during the Promotion Period, an Eligible Customer earns one (1) **Contest Entry**.

Example of Contest Entries that can be earned:

Eligible Customer transacted MYR53,000 of foreign exchange conversion between own accounts on HSBC Internet Banking, he/she earns a total of 10 Contest Entries.

PRIZE CONDITIONS & WINNER SELECTION PROCESS

5. A total of 30 units of iPhone 13 Pro 128 GB ("**Prize**") are available to be given under this Promotion of which 10 units will be allocated to each Promotion Month ("**Monthly Prize**") and is pooled with HSBC Amanah Online FX Reward Campaign. HSBC is the sole provider of the Prizes in this Promotion.
6. In the event that the Monthly Prize is not fully utilized, it will be carried forward to the following Promotion Month.
7. An Eligible Customer can only win the Prize once throughout the Promotion Period. For example, if an Eligible Customer is selected as a winner for Promotion Month 1, this Eligible Customer is no longer eligible to participate in this Promotion regardless of the number of FX conversion done.
8. The Monthly Prize Selection Process is as follows:
 - a. Each Contest Entry is assigned with a serial number in HSBC's randomizer system;
 - b. Within 4 to 6 weeks after the end of the Promotion Month, HSBC will pool together the Contest Entries from each Promotion Month and perform a one (1) time randomization for all Contest Entries;
 - c. The Contest Entries that are ranked first (1st) to tenth (10th) in each Promotion Month from the randomization result will be shortlisted as the Potential Monthly Winners. If any of the Eligible Customer is found to be disqualified from this Promotion, the next Contest Entry will be shortlisted as a Potential Monthly Winner.
 - d. The Potential Monthly Winners will receive an SMS notifying them that they stand to receive the Prize, subject to answering a question via SMS correctly. The Potential Monthly Winners must answer/reply via SMS within 10 days from the date of receipt of the SMS.
 - e. Only Potential Monthly Winners who answer the question correctly will receive the Prize. An SMS will be sent to confirm that the Potential Monthly Winners have answered the question correctly together with the Prize details.
 - f. Potential Monthly Winners who: (i) fail to answer the question correctly; or (ii) do not reply to the SMS within 10 calendar days from the date of receipt of the SMS will not receive the Prize.
9. The following terms and conditions apply to the Prize:
 - a. The Prize is provided on an "As Is" basis.
 - b. The Prize is not transferable and cannot be exchanged for cash, credit or in kind.
 - c. The winners under this Promotion will be notified via SMS within Eight (8) to Twelve (12) weeks after the Promotion Month. The SMS(s) will be sent to the contact details of the Eligible Customer maintained in HSBC's records.

- d. In respect to joint accounts, only the primary account holder is eligible to participate in this Promotion and, if selected as a winner of the Prize according clause 8 above, to receive the Prize. A primary account holder is the first individual's name maintained in our system for joint accounts i.e. the first name that is indicated on the account statement.
- e. HSBC reserves the right, at its sole discretion, to provide the Prize in any colour that is available.
- f. The Prize will be couriered within twenty (20) weeks after each Promotion Month to the Eligible Customer's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the 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 delivery address confirmation, winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Prize on behalf of the said winner.
- g. HSBC reserves the right to substitute the Prize with any other item of similar value at any time with 3 days' prior notice.
- h. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Prize(s) received under this Promotion.
- i. Any loss or damage to the Prize is passed on to the winner upon delivery of the Prize.
- 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 Prize.
- k. The Prize does 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.
- l. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

GENERAL TERMS AND CONDITIONS

- 10. 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 Promotion.
- 11. 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 HSBC 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.

12. HSBC Bank reserves the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Bank of this Promotion shall not entitle the Eligible Customer(s) 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.
13. 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 has been advised of the possibility of such loss or damage.
14. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
15. The Eligible Customer(s) will be responsible for all applicable government taxes, rates, government fees or levies or any other charges relating to the Promotion (if applicable).
16. HSBC Bank shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Bank.
17. HSBC Bank's decision on all matters relating to this Promotion shall be final and binding.