

## TERMS AND CONDITIONS

### *HSBC's Best Online FX rates Promotion ("Promotion")*

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

#### PROMOTION PERIOD

1. This Promotion shall commence from 01 October 2021 until 31 December 2021 ("**Promotion Period**"), both dates inclusive.

#### ELIGIBILITY

2. The Promotion is open to individual HSBC customers who:
  - i) have a sole or joint savings/current, Everyday Global Account and/or a Foreign Currency account with HSBC;
  - ii) have a valid and working HSBC Online and/or HSBC Mobile Banking ID and password;
  - iii) received an email or SMS from HSBC inviting him or her to participate in this Promotion; and
  - iv) performs either a Foreign Exchange conversion:
    - (a) between a customer's:
      - MYR saving/current account and Foreign Currency Account or Everyday Global Account or vice versa; or
      - One Foreign Currency Account to different Foreign Currency Account; (cumulatively referred to as "**FX**")
    - or
    - (b) via Telegraphic transfer ("**TT**")  
using HSBC Online or HSBC Mobile Banking during the Promotion Period

EXCEPT

  - (a) FX via HSBC Global Transfers;
  - (b) Transfer to any local bank via instant transfer (DuitNow pay to account); or
  - (c) InterBank GIRO;

(Collectively "**Eligible Customers**").
3. Permanent and/or contract employees of HSBC, non-individuals and corporate customers are not eligible to participate in this Promotion.
4. Registration is not required to participate in this Promotion.

## PROMOTION MECHANICS

5. Eligible customers who perform FX or TT via HSBC Online or Mobile Banking will enjoy HSBC's Best Online FX rates. For example:

Channel FX or TT conducted	Debit Account	Credit Account	Eligibility
Online Banking	Customer A sole MYR savings account*	Customer A sole FCY USD account*	Yes
Online Banking	Customer A+B joint MYR current account*	Customer C account in OCBC Singapore	Yes
Mobile Banking	Customer A sole FCY GBP account*	Customer A+B joint FCY AUD account*	Yes
Online Banking	Customer A sole MYR current account*	Customer A sole EGA account*	Yes
Over-the-Counter	Customer A+B joint MYR account	Customer A sole SGD account	No. Because the transaction is not carried out via HSBC Online or Mobile Banking.

\*Note: As long as an Eligible Customer's debiting account is a participating HSBC account as listed in the Eligibility above when he/she performs FX and/or TT and the FX and/or TT is carried out via HSBC Online Banking and Mobile Banking during this promotion period, Eligible Customers will get to enjoy HSBC's Best Online Rate.

6. HSBC's Best Online FX rates refers to the best exchange rates offered by HSBC via Online and Mobile Banking during this Promotion Period against HSBC's past historical rates.
7. No minimum FX and/or TT amount is applicable and there is also no limit to the number of FX and/or TT transactions under this Promotion during the Promotion Period.
8. Funds transfers, including FX and/or TT, are subject to HSBC's Online and Mobile Banking daily transfer limit.
9. All FX and/or TT are subject to Bank Negara Malaysia ("BNM") Foreign Exchange policy and applicable TT fees imposed by HSBC and third party bank (i.e. intermediary or beneficiary bank). Any FX and/or TT that is identified to be in breach of BNM's Foreign Currency Exchange Policy will be rejected prior to the completion of the transaction.

## GENERAL TERMS AND CONDITIONS

1. HSBC reserves the right to amend, delete or add to these Terms and Conditions from time to time with 3 days' prior notice.
2. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
3. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination, change or suspension by HSBC of this Promotion shall not entitle the Eligible Customer(s) to any claim or compensation against HSBC or 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.
4. 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, profits, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC has been advised of the possibility of such loss or damage.
5. 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.
6. HSBC 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 HSBC 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's internet website(s) or official social media sites;

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.

7. These Terms & Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank of which the Specific Terms & Conditions for HSBC Premier and HSBC Advance, and Specific Terms & Conditions for Retail Banking and Wealth Management are a

part of and which regulate the provision of account facilities by HSBC. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.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.

8. 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).
9. HSBC's decision on all matters relating to this Promotion shall be final and binding.