

**TERMS & CONDITIONS**  
**HSBC BANK ONLINE UNIT TRUSTS ACQUISITION PROMOTION 2022**

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

**THE PROMOTION PERIOD**

1. The “HSBC Bank Online Unit Trusts Acquisition Promotion 2022” (“**Promotion**”) shall run from **1 May 2022 to 31 July 2022**, both dates inclusive, comprising of the periods stated below:

Promotion Month	Promotion Dates
1	1 May 2022 to 31 May 2022
2	1 June 2022 to 30 June 2022
3	1 July 2022 to 31 July 2022

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

**PROMOTION**

2. This Promotion is open to existing HSBC Bank customers who have active sole unit trust investment account(s) during the Promotion Period (collectively “HSBC Bank customers”) EXCEPT for the following categories of persons:
  - Non-individuals or corporate customers;
  - HSBC Bank customers whose account(s) are delinquent within HSBC Bank’s definition at any time during the Promotion Period; and
  - HSBC staffs
 (hereinafter referred to as “Eligible Customer(s)”).
3. Under this Promotion, Eligible Customer(s) stands to receive one (1) unit of the Monthly Prize throughout the Promotion Period as per Table A below subject to the Terms and Conditions contained herein.

**Table A: Monthly Prizes**

Monthly Prizes	Units for each Promotion Month	Total Units Available for this Promotion
Apple iPad Pro	3	9
Samsung Galaxy Tab S7 FE	7	21
<b>Total</b>	<b>10</b>	<b>30</b>

(collectively known as “**Prizes**”).

**CRITERIA**

4. Eligible Customer(s) will earn one (1) entry under this Promotion for:
  - a) Every RM1,000 subscription(s) into one or more unit trust funds distributed by HSBC Bank via the EZInvest module in the HSBC Malaysia mobile banking app or Unit Trust Browser link in the HSBC Malaysia online banking (referred to as “Online Unit Trust”) during any working day within the Promotion Period; and

b) The investment is via lump sum cash investment or Monthly Investment Plan (MIP).

*Note: working day – Monday to Friday, excludes any Malaysia public holiday or fund holiday declared by the fund manager for the specific unit trust funds.*

5. All entries received by the Eligible Customer(s) will be consolidated within the corresponding Promotion Month.

*Example 1: Customer A subscribes RM1,000 into Online Unit Trust X on 10th May 2022 and RM1,500 into Online Unit Trust Y on 20th May 2022. Customer A receives 2 entries under Promotion Month 1.*

*Example 2: Customer B subscribes RM1,000 into Online Unit Trust X on 10th May 2022 and RM2,000 into a combination of Online Unit Trusts X, Y and Z on 10th June 2022. Customer B receives 3 entries (1 entry under Promotion Month 1 and 2 entries under Promotion Month 2).*

*Example 3: Customer C sets up a Monthly Investment Plan (MIP) to purchase Online Unit Trust X and Y every 20<sup>th</sup> of the month for RM500 each fund, effective the month of May 2022. Customer C receives 3 entries (1 entry under each Promotion Month 1, 2 and 3).*

## PRIZES

6. A total of 30 prizes will be given throughout the Promotion Period and 10 units of Monthly Prizes will be given out each Promotion Month as per Table A in clause 3.
7. Each Eligible Customer only receives a maximum of one (1) prize throughout the Promotion Period. If the Eligible Customer is identified as a subsequent Monthly Prize winner after winning the first Monthly Prize, a new Monthly Prize winner will be selected based on the next entry from the randomization results in Clause 8.
8. The Monthly Prize Winner selection process is based on the process below:
- All entries earned throughout the Promotion Period will be grouped together and assigned with a serial number in HSBC's randomizer system.
  - To determine Monthly Prize winners, HSBC will perform a three (3) times randomization of the entries received after the end of the Promotion Period to shortlist three (3) potential winners for Apple iPad Pro; HSCB will also perform a seven (7) times randomisation of the entries to shortlist seven (7) potential winners for Samsung Galaxy Tab S7 FE.
  - The Potential Monthly Prize winner will receive an SMS within twelve (12) to sixteen (16) weeks after the Promotion Month, at the mobile numbers maintained in HSBC Bank's records, notifying them that they stand to receive the Monthly Prize, subject to answering a question via SMS correctly. He/she must answer the question via SMS within 5 days from the date of receipt of the SMS to receive the Monthly Prize.
  - An SMS will be sent to confirm the Monthly Prize winner.
  - He/she who has not fulfilled the requirements under Clause 8(c) will be forfeited as a Potential Monthly Prize winner.
  - In the event HSBC has not selected any Monthly Prize Winner due to Clause 8(e), the next entry from the randomization results in Clause 8(b) will be shortlisted as the potential Monthly Prize winner, and the same process in Clause 8(c) to (e) shall be repeated.

9. The following terms and conditions apply to Prizes:
  - a. The Prizes will be awarded to the Eligible Customer(s) only.
  - b. The Prizes are provided on an "As Is" basis.
  - c. The Prizes are not transferable and cannot be exchanged for cash, credit or in kind.
  - d. HSBC Bank reserves the right to provide the Prizes in any colour that is available (if applicable).
  - e. The Prizes will be couriered within sixteen (16) weeks after the Promotion Period to the Eligible Customers' address as maintained in HSBC Bank's records.
  - f. HSBC Bank will not entertain any request to deliver the Prizes to an overseas or third party address, a P.O. Box address and/or an address other than that maintained in HSBC Bank's record.
  - g. HSBC may process information, for purposes as provided for in HSBC Bank's Notice to Eligible Customers relating to the Personal Data Protection Act 2010 (the "Notice") and HSBC Bank's Universal Terms and Conditions and disclose pertinent information to the Prizes' fulfilment agency to facilitate delivery of the Prizes to Eligible Customer(s). A copy of the Notice can also be downloaded from <https://www.hsbc.com.my/privacy-and-security/>.
  - h. HSBC Bank reserves the right to substitute the Prizes with any other item of similar value at any time with 7 days' prior notice.
  - i. HSBC Bank will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Prizes received under this Promotion.
  - j. To the fullest extent permitted by law, HSBC Bank 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 Prizes.
  - k. The Prizes 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. All brands of the Prizes are not participants or sponsors of this Promotion. All logos and trademarks of these Prizes are registered in the respective origin countries.
  - m. Any query or dispute on the usage or fitness for purpose of the Prizes must be directed to and resolved directly with the respective merchants General Terms and Conditions
10. HSBC Bank reserves the right to publish or display the name, last 4 digit of Identification Card, picture and city of residence of the Eligible Customer(s) who have been selected to receive the Prizes for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Customer(s) hereby consent to and agree that HSBC Bank shall be at liberty to publish their names, last 4 digit of Identification Card, pictures and city of residence without compensation for advertising and publicity purposes.
11. Prizes to be given out under this Promotion are pooled together with the "HSBC Amanah Online Unit Trusts Acquisition Promotion 2022". HSBC Bank is the sole provider for all the Prizes in this Promotion.

#### **GENERAL TERMS & CONDITIONS**

12. 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.
13. 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.
14. This Promotion is not valid with any other promotions that are concurrently offered by HSBC Bank.

15. 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.
16. 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.
17. To the fullest extent permitted by law, HSBC Bank 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.
18. 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 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 internet 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.

19. 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 Promotion. 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 Promotion.

The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available as follows:

- (a) Universal Terms & Conditions of HSBC Bank available at [www.hsbc.com.my](http://www.hsbc.com.my) are:
  - (i) HSBC Bank Terms and Conditions for Online and Mobile Banking
  - (iii) HSBC Amanah Malaysia Berhad Universal Terms and Conditions
- (b) Specific Terms and Conditions governing Unit Trust.

20. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).

21. 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.
22. HSBC Bank's decision on all matters relating to this Promotion and in case of any dispute will be final and binding on all Eligible Customer(s) of this Promotion and no correspondence will be entertained.
23. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.