

TERMS & CONDITIONS

HSBC Free Moving Cost Home Loan Pricing Campaign ("Campaign")

1. HSBC Bank Malaysia Berhad (Company No. 198401015221 [127776-V]) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 200801006421[807705-X]) is referred to as "HSBC Amanah", both collectively referred to as "HSBC".

CAMPAIGN PERIOD

2. The HSBC Free Moving Cost Home Loan Pricing Campaign ("Campaign") shall run from 3 January 2022 till 31 December 2022, both dates inclusive ("Campaign Period").

ELIGIBILITY

3. Subject to Clause 4 below, this Campaign is open to any new or existing HSBC customers who apply for HSBC HomeSmart ("Facility") for all residential properties and service apartment ("Property") with the minimum home financing amount of RM 500,000 during the Facility application.
4. The following categories of persons are not eligible to participate in this Campaign:
 - i. non-individuals or corporate customers
 - ii. non-residences customers

(hereinafter collectively referred to as the "Eligible Customer(s)").

CAMPAIGN OFFER & PARTICIPATION CRITERIA

5. The Free Moving Cost package included the following legal and valuation fees and expenses:
 - a) The legal fees, stamp duty, registration fees and any related cost for preparation of and attending to the security documentation of the Facility including the HSBC's legal fees and expenses for the Discharge of Charge / Receipt and Reassignment incurred for the purpose of redemption from other Banks (if relevant); and
 - b) Valuation fees and expenses incurred by the valuer approved by HSBC for the preparation of the formal valuation report of the Property; and
 - c) Exclude any legal and valuation fees and expenses for security documentation at a future date (for further financing, perfection of charge when individual title has been issued, discharge of charge / receipt and reassignment etc.).

(This Campaign shall be referred to as "Bank Pay Costs package" in the letter of offer.)

6. Eligible Customers will enjoy Free Moving Cost package (defined in Clause 5 above) at Base Rate (BR) + 0.71% p.a. (Non Premier Customers) or Base Rate (BR) + 0.66 % p.a (Premier Customer/Premier look alike) with a 5-year lock-in period where HSBC will absorb the legal and valuation fees and expenses for the preparation and attending to the security documentation for the Facility under this Campaign up to maximum of RM15,000.00. For avoidance of doubt, any legal and valuation fees and expenses for security documentation at a future date (for further financing, perfection of charge when individual title has been issued, discharge of charge / receipt and reassignment etc.) will not be borne by HSBC.
7. The 5-year lock-in period shall commence from the date of first disbursement of the Facility. In the event the Facility is cancelled and/or terminated within the 5-year lock-in period, an early termination fee shall be payable by the Eligible Customer(s):-

$$1.75\% \times \text{Facility amount} \times \frac{\text{number of remaining months within lock-in period}}{\text{Total lock-in period in months}}$$

8. Eligible Customers shall reimburse HSBC for the legal and valuation fees and expenses expended if they cancel and/or terminate the Facility before the first disbursement of the Facility.

The purpose of the Facility under this Campaign could be for the purchase of a new completed Property, external refinancing and financing for unencumbered property.

GENERAL TERMS & CONDITIONS

9. HSBC 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 Campaign.
10. HSBC reserves the right to cancel, terminate or suspend this Campaign with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Campaign 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, termination or suspension.
11. In no event will HSBC be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
12. 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 Campaign.
13. HSBC may use any of the following modes to communicate notices in relation to this Campaign 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'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'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.

14. These Terms and Conditions are in addition to the existing Facility's terms and conditions in the Letter of Offer and other security documents. In the event of inconsistency between these Terms and Conditions and the Facility's terms and conditions, the terms and conditions in Letter of Offer and other security documents shall prevail.
15. The Eligible Customer(s) is reminded that he/she will be responsible for all applicable government taxes or levies relating to the Campaign (if applicable).
16. HSBC 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.

HSBC's decision on all matters relating to this Campaign and in case of any dispute will be final and binding on all Eligible Customer(s) of this Campaign and no correspondence will be entertained.