

HSBC Premier Referral Program 2022 – (“Program”) Amended Terms and Conditions

This Amended Terms and Conditions will supersede the existing Amended Terms & Conditions for HSBC Premier Referral Program 2022 effective 12th January 2023

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

THE PROGRAM

- The Program Period comprises of the following periods:
 - “**Referral Period**” refers to the period set out Table 1 below when an Eligible Customer refers a Potential Customer (as defined in Clause 7) to HSBC Premier/ HSBC Amanah Premier in accordance with the terms and conditions herein; and
 - “**Successful Referral Period**” refers to the period set out in Table 1 when a Successful Referral (as defined in Clause 3 below) is made,

Table 1

	Referral Period*	Successful Referral Period*
Phase 1	11 April 2022 to 30 June 2022	11 April 2022 to 31 July 2022
Phase 2	1 July 2022 to 30 September 2022	1 July 2022 to 31 October 2022
Phase 3	1 October 2022 to 31 December 2022	1 October 2022 to 31 January 2023
Phase 4	<u>1 January 2023 to 31 March 2023</u>	<u>1 January 2023 to 30 April 2023</u>

**both dates inclusive*

(collectively, the “**Program Period**”).

- Eligible Customers (*defined in Clause 6*) stand to receive Cashback for Successful Referral (*defined in Clause 3*) made in accordance with the Table 2 below and these Terms and Conditions. Each Eligible Customer stands to receive Cashback for maximum 6 Successful Referrals made by the Eligible Customer for each phases of the Program Period.

Table 2

Tier	Successful Referral within each Phase	Cashback for each Successful Referral*
A	1 st to 3 rd Successful Referral	RM400
B	4 th until 6 th Successful Referral	RM700

- “**Successful Referral**” refers to a Potential Customer (*as defined in Clause 7*) referred by the Eligible Customer during the Phase 1 Referral Period / Phase 2 Referral Period / Phase 3 Referral Period following the Terms and Conditions herein; successfully

opens an **HSBC Bank / HSBC Amanah Premier Account/-i** (“**Premier Account/-i**”) under this Program by fulfilling the Premier Account/-i eligibility criteria of

- a) maintaining a minimum total relationship balance ¹ (“**TRB**”) of RM200,000.00 during the respective Successful Referral Period for Phase 1, Phase 2, Phase 3 and **Phase 4**; or
- b) Credit a minimum monthly salary of RM16,500 continuously each month (under employee nominated Premier Perks@Work salary account) during the respective Successful Referral Period for Phase 1, Phase 2, Phase 3 and **Phase 4**.

For avoidance of doubt, HSBC reserves the right to reject any account opening application and need not furnish a reason for such rejection.

4. Scenarios where eligible customer will not be rewarded:

Premier via TRB qualification

An Eligible Customer shares a Potential Customer detail on 18 April 2022. The Potential customer successfully opens a Premier Account/-i on 24 April 2022. However, if the Potential Customer only meets the minimum TRB of RM200,000 on 1 October 2022, the Eligible Customer will NOT be entitled for the Cashback (as defined in Table 2 in Clause 2) as the Potential Customer who was referred during Phase 1 Referral Period does not meet the Successful Referral criteria (defined in Clause 3) within the Phase 1 Successful Referral Period.

Premier via Premier Perks@Work

An Eligible Customer shares a Potential Customer detail on 3 July 2022. The Potential customer successfully opens a Premier Account/-i on 21 July 2022. However, if the Potential Customer only meets the salary crediting criteria on 1 November 2022, the Eligible Customer will NOT be entitled for the Cashback (as defined in Table 2 in Clause 2) as the Potential Customer who was referred during Phase 2 Referral Period does not meet the Successful Referral criteria (defined in Clause 3) within the Phase 2 Successful Referral Period

5. A Potential Customer can open an individual or joint Premier Account/-i. For avoidance of doubt, the Eligible Customer is eligible to receive 1 unit of Cashback for each Successful Referral of individual or joint Premier Account/-i (regardless of the number of joint account holders) subject to Clause 2&3 above.

ELIGIBILITY

6. This Program is open to all existing active account holders of HSBC savings or current MYR account/-i, or Home Smart/-i EXCEPT the following categories of persons:
- a) Permanent and/or contract employees of HSBC (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters);

¹ TRB denotes products of any combination of deposits and/or wealth management products through HSBC Bank and/or HSBC Amanah such as Deposits in Current Account/-i, Savings Account/-i, Time Deposits, Term Deposits/-i, Investments in Unit Trust funds/Shariah-compliant Unit Trust funds, Structured Investments/-i, Dual Currency Investments/-i and/or Direct Retail bond, Cash value from Family Takaful/Life Insurance products with investment-linked and savings components. If the average monthly TRB drops below MYR200,000, a monthly fee of MYR150 (subject to applicable tax, if any) is payable for the HSBC Premier Account/-i.

b) Existing HSBC customers who have banking facilities in arrears or are delinquent according to HSBC's definition; and

c) Non-individuals or corporate customers,

(the "**Eligible Customer**").

7. A Potential Customer must:

a) not be a permanent and/or contract employee of HSBC (including their subsidiaries and related companies) or their immediate family members (spouse, children, parents, brothers and sisters);

b) be new to HSBC and open a Premier Account/-i;

c) not open a joint Premier Account/-i with an existing HSBC customer or the Eligible Customer;

d) not open Premier Account/-i via the exceptional entry criteria as determined by HSBC; and

e) be at least 18 years old,

(each a "**Potential Customer**").

PARTICIPATION CRITERIA

8. To refer a Potential Customer to HSBC, the Eligible Customer must complete the HSBC Bank Premier Referral Form / HSBC Amanah Premier Referral Form at <https://forms.hsbc.com.my/en-my/forms/hsbc-premier-referral-program/> / <https://forms.hsbcamanah.com.my/en-my/forms/hsbc-amanah-premier-referral-program/> ("**HSBC's Website**") within the Referral Period (Phase 1, Phase 2, Phase 3 or **Phase 4** as the case may be).
9. The Potential Customer(s) has been advised accordingly and given consent to disclose his/her name and/or contact details to HSBC and have no objection to HSBC Bank to contact them for the purpose of this Program.
10. By participating in this Program, the Eligible Customer(s) has also consented and authorise HSBC to disclose his/her name in the event the Potential Customer(s) inquires about the source of their referral.
11. For avoidance of doubt, any referral of Potential Customer(s) to HSBC which does not follow the Participation Criteria herein are not eligible to receive Cashback under this Program.

In the event HSBC receives two (2) or more Referral Form from Eligible Customers for the same Potential Customer, only the earliest Referral Form submitted will be taken into consideration in determining whether a Successful Referral was made (as defined in Clause 3).

CASHBACK TERMS & CONDITIONS

12. The total Cashback to be given out under this Program (Phase 1, Phase 2, Phase 3 and **Phase 4**) is RM 516,000 on first come first served basis, and is pooled together with "HSBC Amanah Premier Referral Program 2022". HSBC Bank is the sole provider for all the Cashback under this Program.
13. The Cashback will be credited to an active MYR HSBC savings/current MYR account/-i or Home Smart/-i account of the Eligible Customer in the following sequence:

TABLE A: Cashback crediting hierarchy

Hierarchy level (from top to bottom)	
1. Sole Premier Account	If an Eligible Customer has more than one active account, Cashback will be credited to the highest active account type.
2. Joint Premier Account	
3. Sole Advance Account	
4. Joint Advance Account	
5. Sole Basic Current Account	
6. Joint Basic Current Account	
7. Sole Basic Savings Account	
8. Joint Basic Savings Account	
9. Home Smart Account	

14. Cashback Fulfilment Period:
 - a) For Successful Referrals approved by HSBC during Phase 1 Successful Referral Period, the Cashback will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 31 July 2022;
 - b) For Successful Referrals approved by HSBC during Phase 2 Successful Referral Period, the Cashback will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 31 October 2022.
 - c) For Successful Referrals approved by HSBC during Phase 3 Successful Referral Period, the Cashback will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 31 January 2023.
 - d) **For Successful Referrals approved by HSBC during Phase 4 Successful Referral Period, the Cashback will be credited to the accounts of Eligible Customers in accordance with Clause 13 within 45 working days from 30 April 2023.**
15. The Eligible Customer will receive a notification via SMS upon crediting of the Cashback into their account. The Cashback credited will also be reflected in the Eligible Customer's account statement that follows after the date of the crediting of the Cashback.

SPECIFIC TERMS AND CONDITIONS

16. It is the responsibility of the Eligible Customer to ensure accuracy of all information submitted to HSBC in relation to or for the purposes of this Program.
17. To ensure confidentiality of the Potential Customers' Premier Account/-i opening application, HSBC will not disclose the status of the application to the Eligible Customers and any third parties.
18. The Eligible Customer hereby agrees as follows:
 - a) That his/her role is only to introduce the Potential Customer(s) to HSBC; and
 - b) That the Eligible Customer must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC.
19. The Eligible Customer is not the agent/representative of HSBC. The Eligible Customer is not authorized to and the Eligible Customer shall not:
 - a) At any time conduct any sales process for himself/herself or on behalf of HSBC or other financial institution to the Potential Customer(s);
 - b) Enter into any commitment or contract on behalf of HSBC;
 - c) Make any representation or offer, or to give any assurances, on behalf of HSBC to the Potential Customer(s);
 - d) Incur any liabilities on behalf of HSBC;
 - e) Sign any documents on behalf of HSBC;
 - f) Receive any monies on behalf of HSBC;
 - g) Refer to HSBC in any document or advertisement without HSBC's specific written consent;
 - h) Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC ;
 - i) Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity; and
 - j) Provide any form of advice to the Potential Customer(s) as to the features of any of HSBC products which may directly or indirectly influence the decision of the Potential Customer(s).
20. By participating in the Program, the Eligible Customer hereby agrees to:
 - a) HSBC contacting him/her regarding any information in the HSBC Bank Premier Referral Form / HSBC Amanah Premier Referral Form and/or regarding this Program via any mode of communication; and
 - b) HSBC mentioning the Eligible Customer's name in the event the Potential Customer enquires about the source of reference.

GENERAL TERMS & CONDITIONS

21. 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 Program.

22. HSBC will not entertain any request from an Eligible Customer or any other person to credit the Cashback to an account other than the Eligible Customer's active account as maintained in HSBC's records.
23. HSBC reserve the right to substitute the Cashback with any item of similar value at any time with 3 days' prior notice.
24. HSBC reserve the right to cancel, terminate or suspend this Program with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Program 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.
25. 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.
26. HSBC may use any of the following modes to communicate notices in relation to this Program 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 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.

27. 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 Program. 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 Program.
28. The existing terms and conditions applicable to the products and propositions referred to in this Program are available as follows:
 - (a) HSBC's Universal Terms & Conditions available at www.hsbc.com.my and www.hsbcamanah.com.my ;
 - (b) HSBC's Cardholder Agreements;
 - (c) HSBC's Notice Relating to the Personal Data Protection Act 2010.
29. The Eligible Customer shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Program.

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