TERMS & CONDITIONS HSBC BANK WEALTH 999.9 GOLD NOTES PROMOTION ("Promotion")

PROMOTION PERIOD

- HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") (collectively referred to as "HSBC").
- 2. "Promotion Period" runs from 6 March 2024 to 31 May 2024, both dates inclusive.

PARTICIPATION & ELIGIBILITY

- 3. This Promotion is open to new or existing HSBC Premier customers ("Eligible Customer(s)")
- 4. For the purpose of this promotion, new or existing HSBC Premier customers must meet and maintain a Total Relationship Balance (TRB) of at least RM 3,000,000.

Total Relationship Balance (TRB) includes any Deposits in Current Account/-i, Savings Account/-i, Time Deposits/Term Deposit-i, and/or Investments in Unit Trust funds/ Shariah-complaint Unit Trust funds, Structured Investment/-i, Dual Currency Investment/-i and/or Direct Retail bond, and/or Cash value from Family Takaful/Life Insurance products with investment-linked and savings components.

HSBC Premier customer who maintain a TRB of at least RM3,000,000 with HSBC will be recognized as HSBC Premier Elite.

- 5. The following categories of persons are not eligible to participate in this Promotion:
 - a. Non-individuals or corporate customers;
 - b. Permanent and/or contract employees of HSBC or other HSBC group entities in Malaysia;
 - c. Customers whose account(s) are delinquent within HSBC's definition at any time during the Promotion Period; and
 - d. Individuals below the age of 18 years old

PROMOTION MECHANICS

- 6. Under this Promotion, Eligible Customer(s) stand to receive a limited edition 999.9 gold note when they subscribe a minimum of RM3,000,000 or foreign currency equivalent into investment products, insurance products, or a combination of both products.
- 7. For the purpose of this Promotion:
 - (a) Investment products cover Unit Trust funds/ Shariah-compliant Unit Trust funds (excluding money market funds), Structured Investment/-i and direct retail bonds/sukuk distributed by HSBC;
 - (b) Insurance/takaful products cover annual or single premium insurance products distributed by HSBC.
- 8. The limited edition 999.9 gold note will be given out to the first 200 Eligible Customer(s) on first come first serve basis, which the limited edition 999.9 gold notes given out under this Promotion are pooled together with the "HSBC Amanah Wealth 999.9 Gold Notes Promotion".

- 9. Eligible Customer(s) will be contacted by their Relationship Managers within 4 to 6 weeks after the end of Promotion Period for collection through branch or arrangement of delivery to Eligible Customer(s) correspondence address.
- 10. Each Eligible Customer is entitled to one (1) unit of the limited edition 999.9 gold note throughout the Promotion Period. In the event where an Eligible Customer with a sole account and joint account both fulfill the Promotion criteria above, only one (1) unit of the limited edition 999.9 gold note will be given to the Eligible Customer who is the common account holder of both accounts.
- 11. If any of the Eligible Customers exercise cooling-off period rights, surrender or revise plan benefits (i.e. reduce Sum Assured, perform partial withdrawal / termination) on the insurance products, the insurance portion will not be taken into account as the product subscribed during the Promotion Period.

GENERAL TERMS & CONDITIONS

- 12. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice. For the avoidance of doubt, cancellation by HSBC of this Promotion 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.
- 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. 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.
- 15. 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.
- 16. HSBC may communicate to the Eligible Customer(s) in relation to this Promotion via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Eligible Customer(s)' composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC internet website(s);

such notices shall be deemed to be effective on and from the 4th day after its delivery.

- 17. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Promotion. In the event of inconsistency, these terms shall prevail in relation to this Promotion.
- 18. The below terms also apply:

- (i) HSBC Bank and HSBC Amanah Universal Terms and Conditions ("**UTCs**") which are available at www.hsbc.com.my; and www.hsbc.com.my;
- (ii) HSBC's Notice Relating to the Personal Data Protection Act 2010;
- (iii) Terms & Conditions governing Unit Trust which is available at https://www.hsbc.com.my/investments/products/unit-trust/; and
- (iv) Disclosures and Terms and Conditions governing Bond/Sukuk Investment which is available at https://www.hsbc.com.my/investments/products/bonds/.
- 19. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 20. The Eligible Customer(s) shall be responsible for any applicable taxes.
- 21. HSBC's decision on all matters relating to this Promotion shall be final and binding.