TERMS & CONDITIONS

HSBC TravelOne Luggage Acquisition Promotion 2023 ("Promotion")

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC")

PROMOTION PERIOD

- 2. "Promotion Period":
 - a. "Sign-Up Period" runs from 16 May 2023 to 30 September 2023, both dates inclusive; and
 - b. **"Welcome Period**" is 60 days from the date of HSBC welcome letter for the Participating HSBC Credit Card.

PARTICIPATION & ELIGIBILITY

- 3. This Promotion is open to individuals who apply for a primary HSBC TravelOne Credit Card ("**Participating HSBC Credit Card**") for the first time during the Sign-Up Period. ("**Eligible Cardholder(s)**")
- 4. The following categories of persons are **not eligible** to participate in this Promotion:
 - a. Cardholder(s) who is an existing primary cardholder of credit card/-i issued by HSBC or HSBC Amanah Malaysia Berhad ("HSBC Amanah");
 - b. Cardholder(s) who have cancelled his/her HSBC/ HSBC Amanah credit card/-i within six (6) months prior to this Promotion;
 - **c.** Cardholder(s) who are participating in any other concurrent HSBC/ HSBC Amanah credit card/-i signup promotions via any channels either by HSBC or authorized third parties.
- 5. Eligible Cardholders whose Participating HSBC Credit Card and/or any other HSBC/HSBC Amanah credit card/-i(s) are not activated, dormant/inactive, invalid, delinquent, suspended or closed/cancelled during the Promotion Period or at the time of fulfillment of the reward will not be eligible to join and/or receive any reward under this Promotion.

PROMOTION MECHANICS

- 6. Eligible Cardholders must during the Promotion Period:
 - a. Apply for a primary Participating HSBC Bank Credit Card through HSBC roadshows, branches and telesales; or HSBC website;
 - b. Call to activate his/her newly approved Participating HSBC Bank Credit Card and create PIN (Personal Identification Number) according to the activation steps in the HSBC welcome letter; and
 - Use his/her Participating HSBC Bank Credit Card on Eligible Spend (as per Clause 7 below) within the Welcome Period in accordance with the Eligibility Action Criteria as set out in Table 1 below. (the "Participation Criteria").
- 7. "Eligible Spend" for this Promotion are those that are charged to the Participating HSBC Credit Card (single or cumulative receipt):
 - a. <u>includes</u>: local and overseas retail transactions (including online transactions), e-Wallet* top up, insurance, standing instructions/ auto-billing; and
 - b. <u>excludes</u>: Cash Advance, interest charges, credit card annual fee, Sales and Services Tax (SST), quasi cash transactions, Balance Transfer Instalment ("**BTI**") and Cash Instalment Plan ("**CIP**").

*e-Wallet(s) means e-Wallet(s) in Malaysia only includes GrabPay, Touch & Go, Boost, BigPay, Lazada Wallet and ShopeePay.

- 8. For avoidance of doubts, Eligible Spend(s) must be the transaction posted (Malaysia time) within the Welcome Period and HSBC will not be held responsible for any late posting.
- 9. Eligible Cardholders stand to receive maximum of one (1) unit of 24" Condotti Luggage ("Gift") and apply for Cash Instalment Plan at 3.88% ("3.88% CIP Offer") upon meeting the Participation Criteria above and

Eligibility Action Criteria as set out in Table 1, on a first come first served basis and subject to the terms and conditions herein.

Offer (Each is a standalone offer)	Eligibility Action Criteria	Total allocation of units for this Promotion
1x 24″ Condotti Luggage	Perform at least ten (10) Eligible Spend and ten (10) e-Wallet top up transactions within the Welcome Period (no minimum amount)	3,000 units
3.88% CIP Offer	Apply for CIP at 3.88% per annum (" p.a. ") interest rate during the application for Participating HSBC Credit Card	N/A

Table 1: Promotion Eligibility Criteria

Illustrations for Gift:

	Illustration	Gift
1	Perform ten (10) Eligible Spend transactions and ten (10) GrabPay top up	1x 24" Condotti Luggage
2	Perform ten (10) Eligible Spend transactions and ten (10) FavePay top up	Not eligible as FavePay is not an eligible eWallet here
3	Perform ten (10) Eligible Spend transactions and eight (8) GrabPay top up	Not eligible as didn't meet the eWallet top up criteria
4	Perform six (6) Eligible Spend transactions and ten (10) GrabPay top up	Not eligible as didn't meet the Eligible Spend criteria

PROMOTION GIFT AND 3.88% CIP OFFER

Gift Terms & Conditions

- 10. Each Eligible Cardholder is entitled to receive <u>one (1) unit of Gift only</u> throughout the Promotion Period regardless of the number of Participating HSBC Credit Card applied for.
- 11. In the situation where the Gift has been fully given out according to the total allocation of units in Table 1 above, the Eligible Cardholder(s) will be auto-enrolled to the HSBC Bank Cashback Acquisition Promotion.
- 12. The following terms and conditions apply to the Gift:
 - a. The Gift is given on an "as is" basis;
 - b. The Gift is not transferable and cannot be exchanged for cash, credit or in kind;
 - c. HSBC reserves the right, at its sole discretion, to provide the Gift in any colour that is available;
 - d. HSBC will contact the Eligible Cardholders at the registered phone number maintained in HSBC Bank's records and notify the Eligible Cardholders on the details of the authorised agent who will be contacting the Eligible Cardholders for delivery address confirmation;
 - e. The Gift will be couriered within sixteen (16) weeks after the end of Promotion Period to the Eligible Cardholder's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the Gift to an overseas address, a P.O Box address and/or address other than that maintained in HSBC's record. During the call for delivery address confirmation, the Eligible Cardholders with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Gift on behalf of the said Eligible Cardholders;

- f. HSBC may process Eligible Cardholder's information, for purposes as provided for in HSBC's Notice to Customers relating to the Personal Data Protection Act 2010 (the "Notice") and HSBC's Universal Terms and Conditions and disclose pertinent information to the fulfillment agency to facilitate delivery of the Gift to the Eligible Cardholders;
- g. HSBC reserves the right to substitute the Gift with any other item of similar value at any time with three (3) days prior notice;
- h. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Gift under this Promotion;
- i. Any loss or damage to the Gift is passed on to the Eligible Cardholders upon delivery of the Gift;
- j. To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representations, warranties or endorsement, 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 Gift;
- HSBC does not in any way endorse, sanction, approve or support the use of the Gift. Any query and/or dispute on the usage of the Gift must be directed to and resolve directly with Echotex Marketing Sdn Bhd;
- I. The Gift 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;
- m. Condotti is not a participant in or sponsor of this Promotion. The trade name and logo of Condotti, are trademarks of Echotex Marketing Sdn Bhd.

3.88% CIP Offer Terms & Conditions

- 13. An Eligible Cardholder may apply for CIP for cash advance via his/her Participating HSBC Credit Card at 3.88% p.a. interest rate and repay the cash advanced amount ("CIP Amount") together with the applicable interest rate in equal monthly instalments ("CIP Monthly Instalment ") for a repayment period of 12 months ("CIP Tenure").
- 14. To participate in this 3.88% CIP Offer, Eligible Cardholder must apply for the CIP during the credit card application for the primary Participating HSBC Credit Card and in accordance with the terms below:
 - i. By completing the CIP portion of the Participating HSBC Credit Card application form;
 - ii. At 3.88% p.a. interest rate for CIP tenure;
 - iii. Provide details of his/her Nominated Bank Account. 'Nominated Bank Account' refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the CIP Amount;
 - After the Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment; and
 - v. The minimum CIP Amount for the CIP application is RM1,000 and shall not exceed 60% of the newly approved credit limit of Eligible Cardholder's Participating HSBC Credit Card.
- 15. Each Eligible Cardholder can apply maximum of one (1) CIP only under this 3.88% CIP Offer regardless of the number of Participating HSBC Credit Card applied for under this Promotion.
- 16. In the event the CIP is applied together with Balance Transfer Instalment (BTI) and the combined amount of CIP and BTI exceeds 60% of the newly approved credit limit of the Participating HSBC Credit Card, the application for BTI shall take priority for approval. In this instance, the CIP Amount will be reduced to not be lower than RM1,000. However, if the CIP Amount is lower than RM1,000, HSBC reserves the right to reject the CIP application.
- 17. The transfer of the approved CIP Amount to Eligible Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of HSBC welcome letter or fourteen (14) working days from the date of CIP application approved, notwithstanding that the Eligible Cardholder's Participating HSBC Credit Card Account may remain inactive. The Eligible Cardholder will be notified of his/her approved CIP via SMS or letter sent to the Eligible Cardholder's mobile phone number or address respectively maintained in HSBC's records.
- 18. HSBC reserves the right to:
 - i. Approve the CIP Amount applied;

- ii. Approve the CIP Amount at a lower amount. HSBC will notify the Eligible Cardholder if the approved CIP amount is lower than what was applied for; or
- iii. Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Eligible Cardholder with regards to the exercise of its discretion pursuant to this clause.
- 19. If the Eligible Cardholder wishes to opt for an early settlement of the CIP, the Eligible Cardholder shall give HSBC prior notice by calling HSBC Bank's Contact Centre at 03 8321 5400. Once the early settlement request is processed by HSBC, the total unbilled principal CIP Amount shall immediately become due and payable by the Eligible Cardholder as an outstanding amount in the Eligible Cardholder's Participating HSBC Credit Card account.
- 20. The CIP is also subject to HSBC Bank Cash Instalment Plan Terms and Conditions.

GENERAL TERMS & CONDITIONS

- 21. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 22. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s) or 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.
- 23. 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, this terms shall prevail in relation to this Promotion.
- 24. The below terms also applies:
 - (i) HSBC Universal Terms and Conditions ("**UTCs**") which are available at <u>www.hsbc.com.my</u>;
 - (ii) HSBC Cardholder Agreement;
 - (iii) HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 25. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 26. The Eligible Cardholders shall be responsible for any applicable taxes.
- 27. HSBC's decision on all matters relating to this Promotion shall be final and binding.