

## #JomPAYwithHSBC2019 Additional Terms and Conditions

This Additional Terms and Conditions shall be read together with Cuti Cuti with Bil to the 7 wonders of the world Promotion Terms and Conditions which is available at <https://jompay.com.my/>.

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as “HSBC Bank” and HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as “HSBC Amanah” (collectively referred to as “HSBC”).

### CAMPAIGN PERIOD

2. #JomPAYwithHSBC2019” Campaign (“**Campaign**”) runs from 15 July 2019 to 31 October 2019, both dates inclusive (“**Campaign Period**”).

### ELIGIBILITY

3. This Campaign is open to all HSBC customers who:
  - (i) have a MYR deposit<sup>1</sup> account/-i with HSBC and/or are primary HSBC credit cardholder(s)/-i ; and
  - (ii) are registered HSBC Online Banking users. Customers who sign-up for online banking at [www.hsbc.com.my](http://www.hsbc.com.my) during the Campaign Period are also eligible to participate in the Campaign;

**BUT** excludes the following:

- (i) Holder(s) of foreign HSBC credit cards/-i that are not issued in Malaysia;
- (ii) Holder(s) of invalid or cancelled HSBC credit cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Campaign Period; and/or
- (iii) Holder(s) of company and/or corporate HSBC MYR deposit account/-i and/or HSBC credit cards/-i; and/or
- (iv) Joint account holders;
- (v) Supplementary credit cardholder(s)/-i; and/or
- (vi) Permanent and/or contract employees of HSBC, HSBC (Malaysia) Trustee Bhd, HSBC Amanah Takaful (Malaysia) Sdn Bhd, HSBC Electronic Data Processing Centre (Malaysia) Sdn Bhd and HSBC Software Development (Malaysia) Sdn Bhd

(Hereinafter referred to as the “**Eligible Participant(s)**”).

### PARTICIPATION CRITERIA

4. To participate in this Campaign, an Eligible Participant must perform Eligible Transaction(s) of the Minimum Amount described in Table 1 below via HSBC Online Banking or Mobile Banking to earn entry(ies) for each Eligible Transaction performed during the Campaign Period.

**Table 1:** Eligible Transactions

Eligible Transactions	Number of entries/ Eligible Transaction	Minimum Amount of the Eligible Transaction (RM)
Each JomPAY Payment	1	50.00

5. If the Eligible Participant has more than one MYR Deposit Account/-i and/or primary HSBC credit card/-i, all Eligible Transactions made on all MYR Deposit Account/-i and primary HSBC credit card/-i during the Campaign Period will be consolidated and will not be viewed individually for this Campaign.

### OFFER TERMS AND CONDITIONS

6. Every month, the top 125 Eligible Participants with the highest accumulated entries of the month earned from performing the Eligible Transactions will receive RM100.00 Cash Back (“**Cash Back**”).

<sup>1</sup> MYR Deposit Account/-i(s) are:

HSBC Premier Account, HSBC Amanah Premier Account-i, HSBC Advance Account, HSBC Amanah Advance Account-i, HSBC Statement Savings Account, HSBC Amanah Statement Savings Account-i, , HSBC Basic Savings Account, HSBC Amanah Basic Savings Account-i, HSBC Current Account, HSBC Amanah Current Account-i, HSBC Basic Current Account and HSBC Amanah Basic Current Account-i, HSBC Everyday Global Account.

7. Each Eligible Participant is entitled up to RM300.00 Cash Back only throughout the Campaign Period regardless of Clause 5 above.
8. The total Cash Back value to be given out for this Campaign is RM50,000 which is pooled together with HSBC Amanah's #JomPAYwithHSBCAmanah2019 Campaign. HSBC Bank is the sole provider for all the Cash Back for this Campaign.
9. In the event that there are more than ONE (1) Eligible Participants with the same number of entries, the Eligible Participant(s) who fulfilled the Participation Criteria the earliest will be ranked higher in priority and stand to receive the Cash Back. An example is given below under Case Scenario. In the event that the Eligible Participants fulfilled the Participation Criteria with the same number of entries at the same time, the Eligible Participant who has the higher total amount of the Eligible Transactions will be ranked higher in priority to receive the Cash Back.

#### Case scenario

Mr. Ali, Mr Muthu and Mr. Ah Hock are the top #124<sup>th</sup>, #125<sup>th</sup> and #126<sup>th</sup> winners who have earned 20 entries each by the end of the month of the Campaign Period. However, the time taken to accumulate the 20 entries are different:

- (a) Mr. Ali - 20 entries (as at 31 August 2019; 17:00)
- (b) Mr. Muthu - 20 entries (as at 31 August 2019; 19:00)
- (c) Mr. Ah Hock - 20 entries (as at 31 August 2019; 20:00)

Therefore, Eligible Participants will be sorted in accordance with the timing of fulfilment of the Participation Criteria recorded, with the earliest ranked higher in priority to receive the Cash Back:

- #124 winner is Mr. Ali (RM100 Cash Back)
- #125 winner is Mr. Muthu (RM100 Cash Back)
- #126 winner is Mr. Ah Hock (Not Eligible)

10. The Cash Back will be credited to the Eligible Participant's account within four (4) to eight (8) weeks after the selection of winners at end of each month throughout the Campaign Period in line with clauses 10 to 13 below.
11. For Eligible Participants who have an MYR deposit<sup>1</sup> account/-i with HSBC, the Cash Back will be credited into the Eligible Participant's highest type of MYR deposit<sup>1</sup> account/-i with HSBC. *(For avoidance of doubt, the MYR deposit<sup>1</sup> account/-i with HSBC are in the following order: HSBC Premier Account being the highest account type, followed by HSBC Amanah Premier Account-i, HSBC Advance Account, HSBC Amanah Advance Account-i, HSBC Statement Savings Account, HSBC Amanah Statement Savings Account-i, HSBC Passbook Savings Account, HSBC Amanah Passbook Savings Account-i, HSBC Basic Savings Account, HSBC Amanah Basic Savings Account-i, HSBC Current Account, HSBC Amanah Current Account-i, HSBC Basic Current Account and HSBC Amanah Basic Current Account-i.)* The Eligible Participant will receive notification of the Cash Back via Short Messaging Service (SMS) and/or email for the MYR deposit<sup>1</sup> account/-i following the crediting of the Cash Back.
12. For Eligible Participants with HSBC credit card/-i only, the Cash Back will be credited into the Eligible Participant's highest type of HSBC Credit Card/-i account. *(For avoidance of doubt, the HSBC credit cards/-i are in the following order: HSBC Premier Travel MasterCard Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC MasterCard Platinum Credit Card, HSBC Amanah MPower Platinum Credit Card-i, HSBC Visa Reward Credit Card/HSBC Gold MasterCard Credit Card, HSBC Amanah MPower Credit Card-i.)* The Eligible Participant will receive notification of the Cash Back, via Short Messaging Service (SMS) and/or email for the HSBC Credit Card/-i's following the crediting of the Cash Back.
13. For clarity, if an Eligible Participant has MYR deposit account/-i and an HSBC Credit Card/-i, the Cash Back will be credited to the MYR deposit account/-i. HSBC will not entertain any requests form Eligible Participants to credit the Cash Back to other MYR deposit account/-i or HSBC credit card/-i except as provided in this Terms and Conditions.
14. HSBC will not entertain any request from any Eligible Participant or any other person to credit the Cash Back to any other third party's account.

15. Eligible Participants will also be eligible to be in the running for the Grand Prizes offered by Payment Network Malaysia Sdn Bhd described in **Table 2** below during Campaign Period. Eligible Participants are to refer to Payment Network Malaysia Sdn Bhd's website (<http://jompay.com.my>) for the applicable and complete Cuti with Bil to the 7 wonders of the world terms and conditions.

**Table 2**

Category	Prize	Number of winners
Grand Prizes	7 X Trip to 1 of the 7 wonders of the Modern World	7

## GENERAL TERMS & CONDITIONS

16. All of the Eligible Participants' MYR deposit<sup>1</sup> account(s) and credit card account(s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition during the Campaign Period as well as at the time of fulfillment of the Cash Back otherwise they will be disqualified from participating or receiving the Cash Back under this Campaign.
17. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Participants who have been selected to receive Cash Back under this Campaign for advertising and publicity purposes. By participating in this Campaign, the Eligible Participants hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
18. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. The Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
19. HSBC may use any of the following modes to communicate notices in relation to this Campaign to the Eligible Participant:
- (i) individual notice to the Eligible Participant (whether by written notice or via electronic means) sent to the Eligible Participant's latest address/email address as maintained in the HSBC records;
  - (ii) press advertisements;
  - (iii) notice in the Eligible Participant's MYR deposit account(s) and/or credit card statement(s);
  - (iv) display at its business premises; or
  - (v) 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.
20. These terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and services referred to in this Campaign. In the event of inconsistency between these Terms and Conditions and the existing respective product and service terms and conditions, these terms and conditions shall prevail in relation to this Campaign. The existing terms and conditions applicable to the products and services referred to in this Campaign are available as follows:
- (i) Universal Terms & Conditions of HSBC Bank available at [www.hsbc.com.my](http://www.hsbc.com.my) are:
    - a. Generic Terms & Conditions;
    - b. Specific Terms & Conditions for HSBC Premier and Advance;
    - c. Specific Terms & Conditions for Retail Banking & Wealth Management;
    - d. Cardholder Agreement;
  - (ii) Universal Terms & Conditions of HSBC Amanah available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) are:
    - a. Generic Terms & Conditions; and
    - b. Specific Terms & Conditions for HSBC Amanah Premier and Advance;
    - c. Specific Terms & Conditions for Retail Banking & Wealth Management;
    - d. Cardholder Agreement;
  - (iii) Terms & Conditions for HSBC Bank Personal Internet Banking; and
  - (iv) Terms & Conditions for HSBC Amanah Personal Internet Banking.

21. 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.
22. 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 Participant to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.
23. 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.
24. The Eligible Participant 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 Campaign.
25. HSBC decision on all matters relating to this Campaign including but not limited to the eligibility to participate, the selection of the Eligible Participant for the Cash Back, and in case of any dispute, shall be final and binding on all Eligible Participants who participate in this Campaign and no correspondence will be entertained.
26. By participating in this Campaign, the Eligible Participant agrees to be bound by these Terms and Conditions and the decisions of HSBC.