

Amended HSBC Pledge Campaign Terms and Conditions

Clause 12 has been amended to reflect the extended deadline for deliberation to 31 December 2020.

Definition

1. "Bank" herein means HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).
2. "Nominator" refers to the individual who fills in the HSBC Pledge nomination form to nominate a Nominee and submits the nomination form to the Bank via email.
3. "Nominee" refers to the individual who is nominated as a Can-Do Hero by the Nominator in the HSBC Pledge nomination form. He/She can be of any gender, race and vocation.

Submission

4. This campaign is open to Malaysian citizens above 18 years of age who may or may not be customers of the Bank and excludes all employees of the Bank and the Bank's subsidiaries. Both the Nominator and the Nominee must be Malaysian citizens above 18 years old to be eligible to participate in this campaign.
5. The Bank will select three (3) Nominees to be the Can-Do Heroes to receive assistance from the Bank under this Campaign.
6. To nominate a Can-Do Hero (the Nominee), the Nominator shall complete **all fields** of the HSBC Pledge Nomination Form in either English or Bahasa Malaysia and email it to pledge@hsbc.com.my, together with supporting documents. If the form that is submitted is incomplete, the Bank reserves the right to disqualify the submission.

Examples of supporting documents that a Nominator can include are relevant images, videos, articles, weblinks to articles and any other related media that support the nomination. However as the mailbox can only receive emails that are less than 25mb in size, you may send the attachments in separate emails if required.

7. The Nominator should consider if a Nominee displays **attributes of a Can-Do Hero** in his/her nomination, examples of these attributes include:
 - Someone who puts actions to their words, who does not just talk about making something happen but who is actually driving positive change
 - Someone who has faced adversity in trying to achieve their goal but has not given up.
 - Someone who is working to find ways to help their community or themselves achieve something great or even just to solve a problem.
8. Submission period for the nomination form is from 9th September 2020 to 9th October 2020. Any nomination forms sent in before 9th September 2020 or from 10th October 2020 onwards will not be considered.
9. A Nominator is allowed to nominate more than 1 Nominee, each Nominee in a single submission of nomination form. A Nominator must not submit multiple nomination form for the same Nominee.
10. The Nominator consents to, and shall obtain and be deemed to have obtained the Nominee's consent:

- (a) to participate in this campaign and for the Bank to collect, use and disclose both the Nominator's and the Nominee's personal data for any purposes connected to this campaign, and that both have read and agree to the terms and conditions herein as well as the **Bank's Notice under the Personal Data Protection Act 2010** for this campaign provided in **Attachment A** below;
- (b) that the Bank may reach out to the Nominator and/or the Nominee via email or phone call to provide supporting information and/or documents in the process of shortlisting the Can-Do Heroes; and
- (c) that the Bank shall be at liberty to publish details of the Nominator's submission including information of the Nominee without compensation for publicity purposes if the Nominee is selected as a HSBC Can-Do Hero, and the Bank is allowed to reasonably edit, rephrase and/or translate the information given by the Nominator in the nomination form for publicity purposes. Details of nominators, nominees and other information included in the submission form of those who have NOT been selected will not be published by the Bank.

Decision

11. The Bank reserves the right to select three Can-Do Heroes from this campaign.

12. The Bank will announce the selected Can-Do Heroes by 29th November 2020 31st December 2020.

13. If the Nominee is selected as a Can-Do Hero, he/she is required to provide consent to the Bank's publication of the Nominee's photos, videos and information in the manner as determined by the Bank for publicity purposes without compensation. If the Nominee does not provide consent to the Bank's publication, his/her eligibility for being selected as Can-Do Hero shall lapse, and the Bank reserves the right to select another Nominee to be the Can-Do Hero.

Assistance

14. The Bank reserves the right to determine the type of assistance to be offered to the selected Can-Do Heroes. For example, assistance to be offered could be in the form of purchasing a service (such as professional training or coaching) for the selected Can-Do Hero, or connecting the selected Can-Do Hero with another organisation.

Note that the example(s) shared may or may not be the final assistance offered to the selected Can-Do Heroes. In any event, please note that the Bank's the assistance will **NOT** include:

- a) Direct financial aid to an individual; and/or
- b) Brand sponsorships.

15. Assistance provided by the Bank is not interchangeable for cash or other products and services by the Bank.

16. No sign-up of any of the Bank's products or services nor payment is required by the selected Can-Do Heroes for the assistance provided by the Bank.

General

17. The Bank 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.
18. 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 Campaign.
19. The Bank 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 the Bank of this Campaign shall not entitle the Eligible Customer(s) to any claim or compensation against the Bank or 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.
20. The Bank shall only be liable for any loss or damage suffered or incurred as a direct result of the Bank's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profits, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not the Bank have been advised of the possibility of such loss or damage.
21. To the fullest extent permitted by law, the Bank 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 including any assistance to be offered/offered to the selected Can-Do Heroes.
22. The Bank 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 HSBC/HSBC Amanah'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/ HSBC Amanah'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.
23. The selected Can Do Heroes are responsible for all applicable government taxes or levies relating to the Campaign (if applicable).
24. The Bank's decision on all matters relating to this Campaign shall be final and binding.

Attachment A

Notice under the Personal Data Protection Act 2010 ("PDPA")

The Nominator/Nominee understands that he/she is required to provide certain personal information / data in this campaign and without such information/data, the Bank may not be able to carry out and process his/her application for participation. The Nominator/Nominee hereby expressly agrees as follows: -

- (a) The Bank may collect, use and disclose my information / data *I have provided in the submission for this campaign, with any member of the HSBC Group, any of its service provider or selected third party and/or other relevant authorities (whether in or outside Malaysia) for any purposes in connection with my participation in this campaign, and/or to comply with legal and regulatory requirements.

**For the Nominee, this includes the Nominee's information/data provided by the Nominator in the campaign submission.*

- (b) The Nominator/Nominee also has taken specific notice of the following:

- (1) The Nominator/Nominee's supply of personal data is strictly on voluntary basis and will be processed for the purposes as aforesaid.
- (2) The Bank is relying on the nomination form and information supplied in the application as the source of my personal data thus disclosed.
- (3) The Nominator/Nominee has the right to request access to and to request correction of his/her aforesaid personal data or make inquiries or make complaints in respect of his/her personal data by contacting:

Personal Data Protection Office

HSBC Bank Malaysia Berhad

No. 2, Leboh Ampang,

50100 Kuala Lumpur

Tel : +603 2075 3000

Email : pdpo@hsbc.com.my

- (4) The Bank has the right to charge a fee for the processing of any data access request in accordance with the terms of the PDPA.
- (5) The Bank reserves the right to amend this Notice at any time and will place notice of such amendments on the Bank's website or via any other mode the Bank views suitable.