

## AMENDED TERMS & CONDITIONS

### HSBC 2019 Luggage Acquisition Promotion ("Promotion")

This Amended HSBC 2019 Luggage Acquisition Promotion ("Promotion") Terms & Conditions will supersede the existing HSBC 2019 Luggage Acquisition Promotion ("Promotion") Promotion Terms & Conditions with effect from 30 September 2019.

*Clause 2 has been amended (underlined and bold) to reflect the revised Offers and Fulfilment Conditions.*

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as "**HSBC Bank**" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as "**HSBC Amanah**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "**HSBC Credit Card(s)/-i**".

#### PROMOTION PERIOD

2. Please take note of the following periods for this Promotion:
  - a. **Sign-Up Period** for customer to apply for a primary/supplementary Participating HSBC Credit Card(s)/-i (defined in Clause 3 below) with HSBC via any channels from **20 June 2019 to 15 November 2019**, both dates inclusive for ("**Sign-Up Period**");
  - b. **Welcome Period** shall be 60 days from the date of your welcome letter for your new Participating HSBC Credit Card(s)/-i ("**Welcome Period**"); and

(hereinafter collectively referred to as the "**Promotion Period**").

#### ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to any individual who, during the **Sign-Up Period**, applies for any one or more of the following primary HSBC Credit Cards/-i:
  - i. **HSBC Bank Credit Card(s)**: HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Mastercard Platinum Credit Card; and
  - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i;

(collectively known as the "**Participating HSBC Credit Card(s)/-i**").

4. The following categories of persons are not eligible to participate in this Promotion:
  - i. Cardholder(s) who is currently holding a valid primary HSBC Credit Card(s)/-i;
  - ii. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within three (6) months prior to the date of application for any Participating HSBC Credit Card(s)/-i under this Promotion;
  - iii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
  - iv. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i; and
  - v. Cardholder(s) who are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels either by HSBC or authorized third parties except the RM25 Cash Back Acquisition Promotion.

(hereinafter collectively referred to as the "**Eligible Cardholders**").

#### PARTICIPATION CRITERIA

5. Eligible Cardholders must during the Promotion Period:-
  - a. Apply for any Participating HSBC Credit Card/-i through HSBC via any channels;

- b. Call to activate his/her newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
- c. Use his/her Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in the below table;

(the “Participation Criteria”).

#### ELIGIBLE SPEND

6. Eligible Spend for this Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i; and
  - a. **includes:** local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
  - b. **excludes:** Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), interest charges, finance charges/management fees, credit card annual fees and the Credit Card Service Tax;

(the “Eligible Spend”).

#### THE OFFERS & FULFILMENT CONDITIONS

| Type          | Eligible Cardholder                        | Offer  | Eligibility Criteria   | Maximum Units      |
|---------------|--|--|--|--------------------|
| Welcome Offer | <b><u>New Primary HSBC Cardholders</u></b> | <b><u>1x unit of Condotti Luggage (“Gift”)</u></b> | Spend a minimum of RM1,500 (or equivalent in foreign currency) on Eligible Spend (single/cumulative receipts) within the Welcome Period from both primary and supplementary. | <b>7,250 Units</b> |

- a. An Eligible Cardholder stands a chance to receive one (1) unit of Gift when the newly approved primary HSBC Card has fulfilled the Participation Criteria in Clause 5 and the Eligibility Criteria in the table above;
- b. Each Eligible Cardholder is only entitled to one (1) unit of Gift upon meeting the Participation Criteria and the Eligibility Criteria, on a first-come, first-served basis, subject to availability throughout the Promotion Period and subject to the terms and conditions of the Promotion;
- c. The maximum units of Gift to be given out under this Promotion are listed in the Table above;
- d. The first year annual fee for the primary PTC Card will be waived. Subsequent year annual fee will be auto-waived upon annual minimum spending of RM45,000 per annum (including primary and supplementary spend).

#### GIFT TERMS AND CONDITION & FULFILLMENT

7. 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. The Winners under this Promotion will be notified via SMS within twelve (12) to sixteen (16) weeks after the Promotion Period. The SMS(s) will be sent to the contact details of the Winners maintained in HSBC’s records.
  - d. HSBC reserves the right, at its sole discretion, to provide the Gift in any colour that is available;
  - e. The Gift will be couriered within sixteen (16) weeks after the Promotion Period to the Winner’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 Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Gift on behalf of the said Winners;
  - 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 Winners. A copy of the Notice can also be downloaded from [www.hsbc.com.my](http://www.hsbc.com.my)

- 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 Gift Winners 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;
  - k. 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 (Langkawi) Sdn Bhd;
  - l. 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. Condotti, the Condotti logo and the Gift are trademarks of Condotti, registered in the U.S and other countries.
8. At the time of fulfillment of the Gift and during the Promotion Period, the primary HSBC Card **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC's definition. Otherwise they will be disqualified from receiving the Gift from this Promotion.

## GENERAL TERMS & CONDITIONS

9. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Gift received under this Promotion.
10. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
11. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
- a. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
  - 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);
- where such notices shall be deemed to be effective on and from the 4<sup>th</sup> 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
12. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC and HSBC Cash Instalment Plan Generic Programme Terms and Conditions. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my), the HSBC Cash Instalment Plan Generic Programme Terms and Conditions are available at [www.hsbc.com.my/cip](http://www.hsbc.com.my/cip) and [www.hsbcamanah.com.my/cip](http://www.hsbcamanah.com.my/cip). In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
13. 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.
14. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered

or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.

15. 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.
16. The Eligible Cardholder 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 Promotion.
17. HSBC's decision on all matters relating to this Promotion shall be final and binding.