TERMS & CONDITIONS

HSBC Samsonite Luggage Acquisition Promotion 2024/2025 ("**Promotion**")

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") (collectively as "HSBC").

PROMOTION PERIOD

- 2. "Promotion Period":
 - a. "Sign-Up Period" runs from 29 November 2024 to 26 January 2025, both dates inclusive for customers to apply for a primary "Participating HSBC Credit Card/-i" (set out in Table 1 below); and
 - b. "Welcome Period" is 60 days from the date of HSBC welcome letter for the new Participating HSBC Credit Card/-i(s).

PARTICIPATION & ELIGIBILITY

 This Promotion is open to New Primary Cardholder(s) who do not hold any HSBC or HSBC Amanah credit card and apply for at least one of the following primary Participating HSBC Credit Card/-i(s) as set out in Table 1 below ("Eligible Cardholder") during the Sign-Up Period.

Table 1: Participating HSBC Credit Card/-i(s)		
HSBC Bank Credit Card	HSBC Premier Travel Mastercard Credit Card	
	HSBC Premier World Mastercard Credit Card	
	HSBC Visa Signature Credit Card	
	HSBC TravelOne Credit Card	
	HSBC Live+ Credit Card	
HSBC Amanah Credit Card-i	HSBC Amanah Premier World Mastercard Credit Card-i	

- 4. The following categories of persons are **not eligible** to participate in this Promotion:
 - a. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to this Promotion; and/or
 - b. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and/or
 - 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 primary Participating HSBC 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 Gift will not be eligible to join and/or receive any Gift under this Promotion.

PROMOTION MECHANICS

- 6. To stand a chance to receive the Gift under this Promotion, Eligible Cardholders must during the Promotion Period:
 - a. Apply for any Participating HSBC Credit Card/-i through the HSBC roadshow at The Waterfront @ Park City;
 - b. Call to activate his/her newly approved Participating HSBC Credit Card/-i; and
 - c. Use his/her Participating HSBC Credit Card/-i on Eligible Spend(s) (as per Clause 7 below) within the Welcome Period in accordance with the Eligibility Criteria set out in Table 2 below. (the "Participation Criteria").
- 7. "Eligible Spend(s)" for this Promotion are transactions charged to the Participating HSBC Credit Card/-i(s) (either single or cumulative receipts):
 - a. **includes**: local and overseas retail transactions (including online transactions), e-Wallet top up, insurance, standing instructions/ auto-billing; and
 - b. excludes: Cash Advance, interest charges, credit card annual fee, Sales and Services Tax (SST), quasi cash transactions and credit card instalment plan(s) offered by the Bank from time to time including but not limited to Balance Transfer Instalment ("BTI"), Cash Instalment Plan ("CIP"), Card Instalment Plan ("IPP") and SmartCash Plus ("SCP").

- 8. For avoidance of doubt, Eligible Spend(s) must be the transactions posted (Malaysia time) within the Welcome Period and HSBC will not be held responsible for any late posting.
- 9. Eligible Cardholders stand to receive a maximum of one (1) unit of Gift upon meeting the Participation Criteria above and Eligibility Criteria in Table 2 below, on a first come first served basis and subject to the terms and conditions herein.

Table 2: Eligibility Criteria

Eligibility Criteria	Gift	Total Allocation of Units
Perform a minimum of RM5,000 (or equivalent) on Eligible Spend(s) within the Welcome Period	Samsonite ZELTUS Spinner 69cm Exp with built-in Scale	600

10. Upon application of the Participating Credit Card, Eligible Cardholders stand to receive additional offer of 3.88% Cash Instalment Plan (CIP) as set out in Table 2 below, subject to the terms and conditions herein.

Table 3: Additional offer for Eligible Cardholder(s)

Eligibility Criteria	Offer
Apply for Participating HSBC Credit Card/-i(s)	CIP at 3.88% p.a.

SAMSONITE LUGGAGE TERMS & CONDITIONS

- 11. In the situation where the Gift has been fully given out according to the total allocation of units in Table 2 above, the Eligible Cardholder(s) will be auto-enrolled to the HSBC Bank Cashback Acquisition Promotion.
- 12. The Samsonite Luggage 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 early fulfillment request or 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 Samsonite Luggage on behalf of the said Eligible Cardholders.
- 13. 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.
- 14. 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 Samsonite Luggage to the Eligible Cardholders.
- 15. The Samsonite Luggage is given on an "as is" basis.
- 16. HSBC reserves the right, at its sole discretion, to provide the Samsonite Luggage in any colour that is available.
- 17. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Samsonite Luggage under this Promotion.
- 18. Any loss or damage to the Samsonite Luggage is passed on to the Eligible Cardholders upon delivery.
- 19. 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 Samsonite Luggage.
- 20. HSBC does not in any way endorse, sanction, approve or support the use of the Samsonite Luggage.
- 21. The Samsonite Luggage 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.

22. Samsonite is not a participant in or sponsor of this Promotion.

GIFT GENERAL TERMS & CONDITIONS

- 23. The Gift is not transferable and cannot be exchanged for cash, credit or in kind.
- 24. HSBC reserves the right to substitute the Gift with any other item of similar value at any time with three (3) days prior notice.

3.88% CIP OFFER TERMS & CONDITIONS

- 25. An Eligible Cardholder may apply for CIP via his/her Participating HSBC Credit Card/-i at 3.88% p.a. interest rate and repay the CIP 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").
- 26. 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/-i and in accordance to the terms below:
 - i. By completing the CIP portion of the Participating HSBC Credit Card/-i application form;
 - ii. 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;
 - iii. After CIP application is approved, the New Primary Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment;
 - iv. The minimum CIP Amount for the CIP application is RM1,000 and shall not exceed 60% of the newly approved credit limit of the New Primary Cardholder's Participating HSBC Credit Card/-i.
- 27. CIP at 3.88% is limit to one time offer for each Eligible Cardholder.
- 28. 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/-i, 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.
- 29. 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 CIP application approved. Eligible cardholder will be notified of his/her approved CIP via SMS to the Eligible Cardholder's mobile phone number or address respectively maintained in HSBC's records.
- 30. HSBC reserves the right to:
 - i. Approve the CIP Amount applied; or
 - 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.
- 31. 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's Contact Centre. Once the early settlement request is processed by HSBC, the total unbilled principal CIP Amount shall immediately become due and payable as an outstanding amount in the Eligible Cardholder's Participating HSBC Credit Card/-i account.
- 32. The CIP is also subject to HSBC Bank's Cash Instalment Plan Terms and Conditions ("CIP Terms and Conditions"), a copy of which can be downloaded from www.hsbc.com.my/credit-cards/features/cash-instalment-plan/.

GENERAL TERMS & CONDITIONS

- 33. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 34. 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.

- 35. 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.
- 36. The below terms also apply:
 - i. HSBC and HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at <u>www.hsbc.com.my</u> and <u>www.hsbcamanah.com.my</u>;
 - ii. HSBC and HSBC Amanah Cardholder Agreements;
 - iii. HSBC and HSBC Amanah Tariffs and Charges;
 - iv. HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 37. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 38. The Eligible Cardholders shall be responsible for any applicable taxes.
- 39. HSBC's decision on all matters relating to this Promotion shall be final and binding.