TERMS & CONDITIONS

HSBC Live+ Credit Card Acquisition Promotion 2024 ("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").
- 2. This promotion is referred to as the HSBC Live+ Credit Card Acquisition Promotion 2024 ("**Promotion**") and is offered to Eligible Cardholders who sign up for HSBC Live+ Credit Card during the Promotion Period as set out below.

PROMOTION PERIOD

- "Promotion Period":
 - a. "Sign-Up Period" runs from 25 June 2024 to 30 September 2024, both dates inclusive for customers to apply for a primary HSBC Live+ Credit Card; and
 - b. "Welcome Period" is 60 days from the date HSBC Live+ Credit Card is approved (ie. date of the card mailer issued).

PARTICIPATION & ELIGIBILITY

- 4. This Promotion is open to New Primary Cardholder, Existing Primary Cardholder and Supplementary Cardholder who apply for a primary or supplementary HSBC Live+ Credit Card ("Eligible Cardholder") during the Promotion Period.
- 5. "New Primary Cardholder" means new primary cardholder of HSBC Live+ Credit Card who currently does not hold any existing HSBC Credit Card/-i(s).
- 6. **"Existing Primary Cardholder"** means existing primary cardholder of HSBC Credit Card/-i(s) who applies for another a new primary HSBC Live+ Credit Card.
- 7. "Supplementary Cardholder" means individual who applies for a supplementary HSBC Live+ Credit Card.
- 8. 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. Existing Cardholder(s) whose HSBC Advance Visa Platinum Credit Card has been upgraded to HSBC Live+ Credit Card; and/or
 - c. Cardholder(s) of HBSC Live+ Credit Card that is not issued in Malaysia; and/or
 - d. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s).
 - e. Cardholder(s) who are participating in any other concurrent HSBC/HSBC Amanah credit card/-i sign-up promotions via any channels either by HSBC or authorized third parties.
- 9. Eligible Cardholders whose HSBC Live+ Credit Card 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

- 10. To stand a chance to receive the Gift under this Promotion, each Eligible Cardholder must fulfill the Participating Criteria set up below for each relevant offer by using his/her HSBC Live+ Credit Card on a first come first served basis.
- 11. There are 2 offers under this Promotion ("Offer"):
 - (i) Offer 1: Activation Gift; and
 - (ii) Offer 2: Sign-Up Gift.

Each Eligible Cardholder is entitled to receive maximum of one (1) unit of Activation Gift and one (1) unit of Sign-Up Gift, subject to the terms and conditions herein. For avoidance of doubt, Eligible Cardholder who opted for Sign-Up Gift under Offer 2a will not be entitled to receive the Activation Gift.

Offer 1: Activation Gift (Table A)

Eligible Cardholder	Gift	Participating Criteria	Maximum Units
(i) New Primary Cardholder	RM50 Cashback	 Apply for HBSC Live+ Credit Card at <u>any channels</u>; and 	N/A
(ii) Existing Primary Cardholder		 Activate and perform one (1) Retail Spends or e-Wallet top up within Welcome Period (no 	
(iii) Supplementary Cardholder		minimum spend amount)	

Offer 2: Sign-Up Gift (Table B)

Eligible Cardholder	Offer	Gift	Participating Criteria	Maximum Units	
New Primary Cardholder	2a	Samsonite ZELTUS Spinner 69cm Exp with built-in Scale	 Apply for HBSC Live+ Credit Card at HSBC Branches and Selected Roadshows; and Accumulate a total of RM5,000 (or equivalent) on Retail Spend and/or e-Wallet top up within Welcome Period 	2,100	
	OR				
	2b	RM200 Cashback	 Apply for HBSC Live+ Credit Card via any channels; and Spend at least ten (10) Retail Spend transactions AND perform at least ten (10) e-Wallet top up within the Welcome Period (no minimum amount) 	N/A	
Existing Primary Cardholder	2c	RM100 Cashback	Apply for HBSC Live+ Credit Card via any channels; and Spend at least five (5) Retail Spend transactions AND perform at least five (5) e-Wallet top up within the Welcome Period (no minimum amount)		
Supplementary Cardholder	2d	RM50 Cashback	 Apply for HBSC Live+ Credit Card via any channels; and Spend at least five (5) Retail Spend transactions AND perform at least five (5) e-Wallet top up within the Welcome Period (no minimum amount) 		

Note:

- (a) "any channels" excludes application of HSBC Live+ Credit Card through HSBC Malaysia's website.
- (b) "Selected Roadshows" refer to roadshows which include Offer 2a. Kindly refer to roadshow agent or HSBC Malaysia Website for more details.
- 12. For avoidance of doubt, Existing Primary Cardholders who apply for a new primary HSBC Live+ Credit Card without submitting income documents and/or in a way of transferring credit limit from his/her existing HSBC Credit Card/-i(s) is not entitled to receive Sign-Up Gift under Offer 2c but will be entitled to receive an Activation Gift.

- 13. "Retail Spends" for this Promotion are those transactions that are charged to the HSBC Live+ Credit Card (single or cumulative receipt):
 - a. <u>includes</u>: local and overseas retail transactions (including online transactions), 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 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 Smart Cash Plus ("SCP").
- 14. "e-Wallet" means e-Wallet(s) in Malaysia only includes GrabPay, Touch & Go, Boost, BigPay, Lazada Wallet and ShopeePay.
- 15. For avoidance of doubts, Retail Spends and e-Wallet top up must be the transaction posted (Malaysia time) within the Welcome Period in HSBC's system and HSBC will not be held responsible for any late posting.

SAMSONITE LUGGAGE TERMS & CONDITIONS

- 16. In the event the Gift under Offer 2a Samsonite ZELTUS Spinner 69cm Exp with built-in Scale ("Samsonite Luggage") has been fully given out according to the total allocation of units as per Table B above, the Eligible Cardholder(s) will be awarded with Activation Gift RM50 Cashback and Gift under Offer 2b RM200 Cashback, amounting to a total RM250 Cashback.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. The Samsonite Luggage is given on an "as is" basis.
- 21. HSBC reserves the right, at its sole discretion, to provide the Samsonite Luggage in any colour that is available.
- 22. 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.
- 23. Any loss or damage to the Samsonite Luggage is passed on to the Eligible Cardholders upon delivery.
- 24. 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.
- 25. HSBC does not in any way endorse, sanction, approve or support the use of the Samsonite Luggage.
- 26. 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.
- 27. Samsonite is not a participant in or sponsor of this Promotion.

CASHBACK TERMS & CONDITIONS

28. The Cashback will be credited into the primary Eligible Cardholder's HSBC Live+ Credit Card account which first satisfies the Participating Criteria above, within 60 days after the Welcome Period and this will be reflected in the primary Eligible Cardholder's HSBC Live+ Credit Card statement in the following month after crediting.

GIFT GENERAL TERMS & CONDITIONS

- 29. The Gift is not transferable and cannot be exchanged for cash, credit or in kind.
- 30. 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

31. New Primary Cardholders stand to receive additional 3.88% Cash Instalment Plan (CIP) Offer as set out in Table 3 subject to the terms and conditions herein.

Table 3: Additional offer for New Primary Cardholder

Eligible Cardholder	Eligibility Criteria	CIP Offer	
New Primary Cardholder	Apply for CIP at 3.88% p.a. interest rate	CIP at 3.88% p.a.	

- 32. A New Primary Cardholder may apply for CIP via his/her HSBC Live+ Credit Card 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").
- 33. To participate in this 3.88% CIP Offer, New Primary Cardholder must apply for the CIP during the credit card application for the primary HSBC Live+ Credit Card and in accordance to the terms below:
 - i. By completing the CIP portion of the HSBC Live+ Credit Card 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 New Primary Cardholder's HSBC Live+ Credit Card.
- 34. CIP at 3.88% is limit to one time offer for each New Primary Cardholder.
- 35. 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 HSBC Live+ 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.
- 36. The transfer of the approved CIP Amount to New Primary Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of CIP application approved. The New Primary Cardholder will be notified of his/her approved CIP via SMS to the New Primary Cardholder's mobile phone number or address respectively maintained in HSBC's records.
- 37. 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 New Primary 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 New Primary Cardholder with regards to the exercise of its discretion pursuant to this clause.
- 38. If the New Primary Cardholder wishes to opt for an early settlement of the CIP, the New Primary 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 New Primary Cardholder's HSBC Live+ Credit Card account.
- 39. 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

- 40. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 41. 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.

- 42. 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.
- 43. The below terms also apply:
 - i. HSBC Universal Terms and Conditions ("UTCs") which are available at www.hsbc.com.my;
 - ii. HSBC Cardholder Agreement;
 - iii. HSBC Tariffs and Charges;
 - iv. HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 44. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 45. The Eligible Cardholders shall be responsible for any applicable taxes.
- 46. HSBC's decision on all matters relating to this Promotion shall be final and binding.