

TERMS & CONDITIONS
HSBC Amanah Fusion Share and Earn More Rewards Campaign (“Campaign”)

This Amended Terms and Conditions for “HSBC Amanah Fusion Share and Earn More Rewards Campaign (“Campaign”) will supersede the existing Terms & Conditions with effect from 27 July 2021.

The Promotion Period has been amended in bold, underlined and struck through to reflect new Promotion Period.

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**”, both collectively referred to as “**HSBC**”.

This Campaign shall start from **5 May 2021 – ~~31 July 2021~~ 31 December 2021**, both date inclusive (“**Campaign Period**”).

THE CAMPAIGN

1. Under this Campaign, Eligible Customers (as defined in Cl. 5 below) who refer a Potential Customer (as defined in Cl. 6) to HSBC Amanah during the Campaign Period and according to these Terms and Conditions stand to receive a Cash Reward for a Successful Referral (as defined in Cl. 2 herein) in accordance with Table 1.1 below.

Table 1.1

For the Successful Referral of the below HSBC Amanah Fusion Business Packages	Cash Reward for each Successful Referral
HSBC Amanah Fusion Essential Package	RM150
HSBC Amanah Fusion Elite Package	RM250

2. “**Successful Referral**” refers to:
 - a) A Potential Customer referred by an Eligible Customer to HSBC Amanah within the Campaign Period according to this Terms and Conditions; and
 - b) The Potential Customer applies for at least one of the Participating Products (as defined in Cl. 3 below) under this Campaign and submits the duly completed application form (together with the necessary documents) to HSBC Amanah during the Submission Period; and/or
 - c) For participating HSBC Amanah Fusion Business Packages, a Potential Customer open a 1 Biz Account-i and selects a participating HSBC Amanah Fusion Business Package as listed in Cl. 3 during the Submission Period.

For avoidance of doubt, HSBC Amanah reserves the right to reject the Potential Customer’s application.

3. “**Participating Products**” for this this Campaign are any of the below products:
 - i. HSBC Amanah Fusion Essential Package
 - ii. HSBC Amanah Fusion Elite Package
4. “**Submission Period**” means the Campaign Period and the following 30 days after the end of the Campaign Period during which Potential Customers must submit the application for 1-Biz Account-i opening and HSBC Amanah Fusion Business Package subscription to HSBC Amanah.

ELIGIBILITY

5. This Campaign is open to all HSBC Amanah customers with an active MYR HSBC Amanah savings/current account-i **EXCEPT** the following categories of persons:
- a) Customers not within HSBC Amanah Wealth and Personal Banking and HSBC Amanah Fusion segment;
 - b) Customers who are solely holding HSBC Amanah Credit Card/Business Card/Corporate Card/Supplementary Card/-i;
 - c) Permanent and/or contract employees of HSBC Amanah (including their subsidiaries and related companies) and their immediate family members (spouse, children, parents, brothers and sisters); and
 - d) Existing HSBC Amanah customers who have banking facilities in arrears or are delinquent according to HSBC Amanah's definition.

(the “**Eligible Customers**”).

6. A “**Potential Customer**” means a:
- a) Sole-Proprietorship, Partnership and Private Limited Companies incorporated in Malaysia; and
 - b) do not have a 1-Biz Account-i or Business Current Account-i or any existing Business account-i with HSBC Amanah Fusion prior to the Campaign Period

PARTICIPATION CRITERIA

7. To refer a Potential Customer to HSBC Amanah, an Eligible Customer must submit a complete Referral Form (available for download at HSBC Amanah Website <https://www.hsbcamanah.com.my/fusion/>) to a HSBC Amanah Retail Business Banking Relationship Manager (RBB RM) at the nearest HSBC Amanah branch within the Campaign Period.
8. In the event HSBC Amanah receives two (2) or more Referral Form from Eligible Customers for the same Potential Customer, only the earliest Referral Form submitted will be taken into consideration in determining whether a Successful Referral was made (as defined in Cl. 2 above).
9. Referral of Potential Customers to HSBC Amanah which does not follow the Participation Criteria and the requirements below will be disqualified and such Eligible Customers will not be entitled to receive Cash Reward under this Campaign:
- a) The Eligible Customer does not submit the duly completed Referral Form to HSBC Amanah during the Campaign Period; or
 - b) The Potential customer's account-i is closed at the time when the Cash Reward is credited to the Eligible Customer.

CASH REWARD TERMS & CONDITIONS

10. An Eligible Customer stands to receive a maximum of five (5) Cash Reward only for Successful Referrals made.
11. The total Cash Reward to be given out under this Campaign is RM38,000, given on a first come first served basis and is pooled together with “HSBC Fusion Share and Earn More Rewards Campaign”. HSBC Bank is the sole provider for all Cash Reward under this Campaign.
12. The Cash Reward will be credited into the Eligible Customer’s active MYR HSBC Amanah savings or current account-i as provided in the Referral Form within (2) months from the end of Campaign Period.
13. If Eligible Customer’s account-i is inactive and caused unsuccessful crediting by the Bank, Eligible Customer will be notified and activation must be made within 14 days from the notification date. Cash Reward will be credited within 60 days from the date of reactivation. In the event, the MYR HSBC Amanah savings/current account-i remain inactive or is closed before the Cash Reward is credited, such Cash Reward shall be forfeited.
14. The Cash Reward credited will also be reflected in the Eligible Customer’s account-i statement that follows after the date of the crediting of the Cash Reward.

SPECIFIC TERMS & CONDITIONS

15. It is the responsibility of the Eligible Customer to ensure accuracy of all information submitted to HSBC Amanah in relation to or for the purposes of this Campaign.
16. HSBC Amanah will not disclose a Potential Customer’s HSBC Amanah Fusion Business Package, 1 Biz Account-i application status to an Eligible Customer and/or any third parties.
17. The Eligible Customer hereby agrees as follows:
 - a) That his/her role is only to introduce the Potential Customer(s) to HSBC Amanah; and
 - b) That the Eligible Customer must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC Amanah.
18. Further, the Eligible Customer is not authorized to, and the Eligible Customer shall not:
 - a) At any time conduct any sales process for himself/herself or on behalf of HSBC Amanah or other financial institution to the Potential Customer(s);
 - b) Enter into any commitment or contract on behalf of HSBC Amanah;
 - c) Make any representation or offer, or to give any assurances, on behalf of HSBC Amanah to Potential Customer(s);
 - d) Incur any liabilities on behalf of HSBC Amanah;
 - e) Sign any documents on behalf of HSBC Amanah;
 - f) Receive any monies on behalf of HSBC Amanah;
 - g) Refer to HSBC Amanah in any document or advertisement without HSBC Amanah’s specific written consent;

- h) Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC Amanah except with the prior written consent by HSBC Amanah;
 - i) Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity; and
 - j) Provide any form of advice to the Potential Customer(s) as to the features of any of HSBC Amanah products which may directly or indirectly influence the decision of the Potential Customer(s).
19. By participating in the Campaign, the Eligible Customer hereby agrees to:
- a) HSBC Amanah contacting him/her regarding any information in the Referral Form and/or regarding this Campaign via any mode of communication; and
 - b) HSBC Amanah mentioning the Eligible Customer's name in the event the Potential Customer enquires about the source of reference.

GENERAL TERMS & CONDITIONS

20. HSBC Amanah 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 and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
21. HSBC Amanah will not entertain any request from an Eligible Customer or any other person to credit the Cash Reward to an account-i other than the Eligible Customer's active account-i as maintained in HSBC Amanah's records.
22. HSBC Amanah reserve the right to substitute the Cash Reward with any item of similar value at any time with 3 days' prior notice.
23. HSBC Amanah reserve 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 Amanah of this Campaign shall not entitle the Eligible Customer to any claim or compensation against HSBC Amanah for 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.
24. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah'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 Amanah have been advised of the possibility of such loss or damage.
25. HSBC Amanah 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 the 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 Amanah's 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.

26. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Campaign. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Campaign.
27. The existing terms and conditions applicable to the products and propositions referred to in this Campaign are available as follows:
 - a) HSBC Amanah Universal Terms & Conditions available at www.hsbcamanah.com.my are:
 - (i) Generic Terms & Conditions;
 - (ii) Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;
 - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management;
 - (iv) Cardholder Agreement for HSBC Amanah Credit Card-i; and
 - (v) Specific Terms & Conditions for HSBC Amanah Fusion
28. The Eligible Customer 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.
29. HSBC Amanah's decision on all matters relating to this Campaign shall be final and binding.
30. By participating in this Campaign, the Eligible Customer agrees to be bound by Terms and Conditions and the decision of HSBC Amanah.

