# AMENDED TERMS & CONDITIONS

#### Amended HSBC Amanah Unit Trust Diversification 2020 Promotion ("Promotion")

This Amended HSBC Amanah Unit Trust Diversification 2020 Promotion Terms and Condition will supersede the existing HSBC Amanah Unit Trust Diversification 2020 Promotion Terms and Condition with effect from 24 September 2020 until the end of the Promotion Period.

Clause 1 is amended (bond and underlined) to reflect the extension of the promotion date to 30 November and will be effective as per the date mentioned above.

### HSBC Amanah Unit Trust Diversification 2020 Promotion ("Promotion") Terms and Conditions.

HSBC Amanah Malaysia Bhd (Company No. 200801006421 (807705-X)) will be referred to as "HSBC Amanah".

- 1. This Promotion by HSBC Amanah is valid from 3 August 2020 until <u>30 November 2020</u> ("Promotion Period"), both dates inclusive.
- 2. This Promotion is open to new and existing HSBC Amanah Premier customers during the Promotion Period (collectively "HSBC Amanah customers").

EXCEPT for the following categories of persons:

- a) Non-individuals or corporate customers;
- b) Non-HSBC Amanah Premier customers;
- c) HSBC Amanah customers who invest in Islamic Multi-Asset funds (as defined below) via Execution Only Self-Directed journey; or
- d) HSBC Amanah customers whose account(s) are delinquent within HSBC's definition at any time during the Promotion Period (hereinafter referred to as "Eligible Customer(s)").
- 3. The products and propositions included in this Promotion are as follows:
  - a) HSBC Amanah Premier by HSBC Amanah; and
  - b) Shariah-Compliant Multi-Asset Unit Trust Funds (Islamic Multi-Asset Funds) distributed by HSBC Amanah.
- 4. Under this Promotion, Eligible Customer(s) will enjoy a Front End Load of 1.5% when they subscribe into Islamic Multi-Asset Funds distributed by HSBC Amanah, **provided that** Eligible Customer(s) subscribes into any one or more Islamic Multi-Asset Funds listed in Table A below, after completing the Wealth Planning journey with their Relationship Managers.

Front End Load ("**FEL**") is the upfront cost that an investor incurs upon subscription/purchase of Islamic Multi-Asset Funds.

### Table A (List of Islamic Multi Asset Funds Distributed by HSBC Amanah):

No.	Islamic Multi-Asset Funds
1	Eastspring Investments Dana Dinamik Fund
2	RHB Islamic Regional Balanced Fund
3	United-I Global Balanced Fund

5. The FEL of 1.5% is only applicable to lump sum cash investments. Investments using funds from the Employees Provident Fund ("EPF") or via Monthly Investment Plan (MIP) shall not be included in this Promotion. For avoidance of doubt, the minimum lump sum cash investment amount is based on the respective fund's minimum initial or subsequent investment amount as prescribed in the fund prospectus.

## **General Terms and Conditions**

- 6. HSBC Amanah reserve 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.
- 7. 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 Promotion.
- 8. This Promotion is not valid with any other promotions that are concurrently offered by HSBC Amanah.
- 9. HSBC Amanah 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 Amanah of this Promotion shall not entitle the Eligible Customer(s) 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.
- 10. 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.
- 11. To the fullest extent permitted by law, HSBC Amanah 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 Promotion.
- 12. HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion 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 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 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.

13. 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 Promotion. 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 Promotion.

The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available as follows:

- (a) Universal Terms & Conditions of HSBC Amanah available at www.hsbcamanah.com.my are:(i) Generic Terms & Conditions;
  - (ii) Specific Terms & Conditions for HSBC Amanah Premier;
  - (iii) Specific Terms & Conditions for Wealth and Personal Banking;
- (c) Specific Terms and Conditions governing Unit Trust.
- 14. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).
- 15. HSBC Amanah 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 SBC Amanah.
- 16. HSBC Amanah's decision on all matters relating to this Promotion and in case of any dispute will be final and binding on all Eligible Customer(s) of this Promotion and no correspondence will be entertained.
- 17. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.