## HSBC Structured Investments Q2 2022 Promotion ("Promotion") Terms and Conditions.

HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) will be referred to as "**HSBC Bank**" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) will be referred to as "**HSBC Amanah**" (collectively referred to as "**HSBC**").

- 1. This Promotion is valid from 1 April 2022 until 30 June 2022 ("**Promotion Period**"), both dates inclusive. The Promotion may end earlier if the marketing pool for this Promotion is fully utilised.
- 2. This Promotion is open to new and existing HSBC Premier customers, <u>be the sole or principal (if</u> <u>a joint account)</u> during the Promotion Period based on first come first served basis (based on availability of the marketing pool for this Promotion).

EXCEPT for the following categories of persons:

- a) Non-individuals or corporate customers;
- b) Customers whose account(s) are delinquent within HSBC's definition at anytime during the Promotion Period (hereinafter referred to as "Eligible Customer(s)").
- 3. The participating Structured Investments/-i for this Promotion are as below:
  - a) MYR and Foreign Currency Denominated Non Principal Protected Autocallable
  - b) MYR and Foreign Currency Denominated Non Principal Protected Memory Autocallable
  - c) MYR and Foreign Currency Denominated Non Principal Protected Autocallable Enhanced Participation

The tenure of the above participating Structured Investments/-i must be 1 year and above. Investment tenure of below 1 year will be excluded from this Promotion. Participating products is subject to availability.

4. Under this Promotion, Eligible Customer(s) will enjoy a maximum cash rebate of RM500 upon investing in any of the participating Structured Investments/-i with minimum cumulative of RM500,000 (or its equivalent in other currency) during the Promotion period; subject to minimum of RM100,000 for each subscription transaction (for Buy transaction only. Sell and Cancelled transaction will be excluded).

|           | Transaction<br>Date | Subscription (Buy)<br>Amount per<br>Transaction | Total<br>Subscription<br>Amount | Eligible for<br>Promotion | Cash Rebate<br>Entitled  |
|-----------|---------------------|---|---------------------------------|---------------------------|--|
| Example 1 | 4 Apr 2022          | RM500,000                                       | RM500,000                       | Yes                       | RM500  |
| Example 2 | 4 Apr 2022          | RM1,000,000                                     | RM1,000,000                     | Yes                       | RM500<br>(the maximum cash<br>rebate is RM500<br>per customer) |

## Example:

## Example:

|           | Transaction<br>Date | Subscription (Buy)<br>Amount per<br>Transaction | Total<br>Subscription<br>Amount | Eligible for<br>Promotion | Cash Rebate<br>Entitled  |
|-----------|---------------------|---|---------------------------------|---------------------------|--|
| Example 3 | 8 Apr 2022          | RM100,000                                       | RM600,000                       | Yes                       | RM500<br>(the maximum cash<br>rebate is RM500<br>per customer)                         |
|           | 20 Apr 2022         | RM100,000                                       |                                 |                           |  |
|           | 18 May 2022         | RM400,000                                       |                                 |                           |  |
| Example 4 | 8 Apr 2022          | RM50,000  | RM500,000                       | No                        | Not meeting<br>requirement of min<br>RM100,000 for<br>each subscription<br>transaction |
|           | 20 Apr 2022         | RM50,000  |                                 |                           |  |
|           | 18 May 2022         | RM400,000                                       |                                 |                           |  |

Important Notes: As the Cash Rebate is based on first come first served basis (based on availability of the marketing pool for this Promotion), there could be possibility where customer will not be entitled for the Cash Rebate despite meeting the threshold of the investment.

- 5. For non-MYR denominated subscription transactions, the transaction amount will be converted into MYR based on the relevant prevailing foreign exchange rate determined by the Bank for calculation of the Promotion entitlement.
- 6. The cash rebate will be credited to the Eligible Customer's deposit account on or before 30 September 2022.

## **General Terms and Conditions**

- 7. HSBC 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.
- 8. 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.
- 9. In the event of any dispute arising out of this Promotion, the decision of the Bank shall be final and conclusive.
- 10. This Promotion is not valid with any other promotions that are concurrently offered by HSBC.

- 11. 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 Customer(s) to any claim or compensation against HSBC 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.
- 12. 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.
- 13. To the fullest extent permitted by law, HSBC 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.
- 14. HSBC 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'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'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.

- 15. 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.
- 16. 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 Bank available at www.hsbc.com.my are:
    - (i) Generic Terms & Conditions;
    - (ii) Specific Terms & Conditions for HSBC Premier;
    - (iii) Specific Terms & Conditions for Retail Banking and Wealth Management;

- (b) 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;
  - (ii) Specific Terms & Conditions for Retail Banking and Wealth Management;
- (c) Specific Terms and Conditions governing Structured Investments.
- 17. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).
- 18. 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.
- 19. HSBC'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.
- 20. By participating in this Promotion, the Eligible Customer(s) agrees to be bound by these Terms and Conditions and the decision of HSBC.