# TERMS & CONDITIONS AMENDED HSBC MEMORIES TOGETHER PROMOTION

This Amended Terms and Conditions for HSBC Memories Together Promotion will supersede the existing Terms and Conditions with effect from **18 June 2019**.

- Clause 6 has been added to reflect the addition of Game and Prizes.
- Clause 8 has been amended in blue font to reflect the inclusion of Online Voucher(s) and Top Scorer Prize(s).
- Clause 11 (iii) has been added in blue font to reflect the additional participating channel.
- Clause 18 has been amended in blue font to include the maximum units of Online Voucher and Top Scorer Prize.
- Clause 26 Clause 30 have been added in blue font to reflect the Online Vouchers selection, allocation and other Terms and Conditions.
- Clause 31 Clause 34 have been added in blue font to reflect Top Scorer Prizes selection, allocation and other Terms and Conditions.
- 1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as "HSBC Amanah", collectively referred to as "HSBC".

#### THE PROMOTION PERIOD

2. The "HSBC Memories Together Promotion" ("Promotion") shall run from 27 May 2019 to 1 September 2019 ("Promotion Period").

#### **PROMOTION & PARTICIPATION CRITERIA**

- 3. An Eligible Cardholder who meets the Participation Criteria and Eligible Spend requirements stated below stands to receive a maximum of 1 unit of **Grand Prize**, up to 3 units of **Weekly Prize(s)**, up to 10 units of **Online Voucher(s)**, and/or 1 unit of **Top Scorer Prize** during the Promotion Period subject to the Terms and Conditions herein.
- 4. The Eligible Cardholder must spend on Eligible Spend using their Participating HSBC/HSBC Amanah Credit Card/-i during the Promotion Period in the following manner to be awarded entry(ies) for the Grand Prize:-

Table 1: When Eligible Cardholder spend on Eligible Spend in a single receipt

Eligible Spend in a single receipt between 00:00:00 to 23:59:59 Daily (or equivalent if spend is made in foreign currency)	Number of Entry awarded to stand to win the Grand Prize
Every RM100 Eligible Spend in a single receipt during the Promotion Period other than the Selected Dates	1 Entry
Every RM100 Eligible Spend in a single receipt on Selected Dates	
Selected Dates in this Promotion means:- 5 June 2019, 6 June 2019, 11 August 2019, 12 August 2019, 31 August 2019 and 1 September 2019	2 Entries

5. The Eligible Cardholder must spend minimum of RM500 (or equivalent if spend is made in foreign currency) in a week (Monday to Sunday) on Eligible Spend using their Participating HSBC/HSBC Amanah Credit Card/i during the Promotion Period to stand to receive the Weekly Prize.

# Table 2: When Eligible Cardholder accumulated minimum RM500 Eligible Spend in a week

Single/Accumulated Eligible Spend	Weekly Prize
Total minimum RM500 spend in a week during the Promotion Period RM30 Cash	

6. The Eligible Cardholder must spend minimum of RM100 (or equivalent if spend is made in foreign currency) in a single receipt on Eligible Spend using their Participating HSBC/HSBC Amanah Credit Card/-i during any day of the Promotion Period **and** fulfil Completion of Game by 15 September 2019 to be awarded extra entry for Grand Prize and stand to receive the Online Voucher and Top Scorer Prize.

Six (6) Eligible Cardholders with the highest scores of Game Points stand to receive the Top Scorer Prize.

Table 3: When Eligible Cardholder completes one round of Game

Criteria	Entry to Grand Prize	Online Vouchers	Top Scorer Prize
Each Completion of Game	Additional 1 Entry for Grand Prize	Online Voucher	iPhone X

#### Note:

Game in this Promotion refers to 'the online game at www.memoriestogether.my

The Eligible Cardholder will be notified via SMS with one (1) allocated ID for every RM100 Eligible Spend. The Eligible Cardholder shall log in to the Game using the allocated ID as the login ID.

Completion of the Game rewards the Eligible Cardholder with one (1) extra entry. No extra entry will be awarded to the Eligible Cardholder if he/she who exits the Game before completing it.

For more information on participating in the Game, the Eligible Cardholder can refer to the "How it works" section in the Game webpage which sets out a list of frequently asked questions.

The following are examples of the number of Entries that can be earned:

#### Scenario A

Existing Eligible Cardholder spends RM389.49 in a single receipt without participating in the Game, he/she earns a total of 3 Entries.

#### Scenario B:

Existing Eligible Cardholder spends RM389.49 in a single receipt earn 3 Entries, and he/she completes 1 round of Game, he/she earns a total of 4 Entries.

#### Scenario C:

Existing Eligible Cardholder spends RM389.49 in a single receipt earn 3 Entries, and he/she completes 3 round of Game, he/she earns a total of 6 Entries.

- 7. A **Grand Prize** in this Promotion means 1 set of Apple Products which consist of all of the following:
  - (a) 1 unit of iPhone XS Max 64GB; and
  - (b) 1 unit of iMac 21.5"; and
  - (c) 1 unit of iPad Air 64GB Wifi; and
  - (d) 1 unit of iPad Mini 64 GB Wifi; and
  - (e) 2 units of Apple Watch Series 4.
- 8. Grand Prize(s), Weekly Prize(s), Online Voucher(s) and Top Scorer Prize(s) shall be collectively referred to as 'Prizes'.

# **ELIGIBILITY**

- 9. This Promotion is open to all primary and supplementary cardholders of the following credit cards issued by HSBC:
  - a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Mastercard Platinum Credit Card and HSBC Visa Platinum Credit Card; and
  - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i;

(the "Participating HSBC/HSBC Amanah Credit Cards/-i")

(collectively, the "Eligible Cardholder(s)").

- 10. The following categories of persons are EXCLUDED from this Promotion:
  - i. Cardholder(s) of HSBC/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
  - ii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and/or
  - iii. Cardholder(s) of company and/or corporate of HSBC/HSBC Amanah Credit Cards/-i; and/or
  - iv. Permanent and/or contract employees of HSBC in Marketing, Customer Value Management (Credit Card), Data Analytics and Information Management department.

#### **REGISTRATION CRITERIA**

- 11. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC /HSBC Amanah Credit Card/-i number(s) during the Promotion Period via below channel:
  - (i) SMS; or
  - (ii) Follow the instructions in the invitation from HSBC; or
  - (iii) Login www.memoriestogether.my with allocated ID (notified via SMS upon fulfilling the Participation Criteria).

Registration process via SMS:

- a. SMS: M1<space>your 16-digit Participating HSBC/HSBC Amanah Credit Card/-i number to 63839;
   or
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials;

Standard telecommunication charges will apply for each SMS registration sent;

- 12. Registration can be performed by either the primary or supplementary Eligible Cardholder.
- 13. Upon successful registration, the Eligible Cardholder will receive a confirmation via respective marketing communication materials used for the registration at no cost.
- 14. For SMS registration, in the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC/HSBC Amanah Credit Card/-i number in the SMS.

### **ELIGIBLE SPEND CRITERIA**

- 15. Eligible Spend for this Promotion are those that:
  - a. Are charged to any of the Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i including the supplementary credit card(s) within the Promotion Period; and
  - b.  $\,$  Include all internet transactions, local and overseas retail transactions, petrol, 0% card instalment plans; and
  - c. **Exclude** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

(the "Eligible Spend").

16. All primary and supplementary/ies Participating HSBC/HSBC Amanah Credit Card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC/HSBC Amanah Credit Card/-i, Eligible Spend made on all Participating HSBC/HSBC Amanah Credit Card/-i by the

primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) **will be consolidated** and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion. For avoidance of doubt, only the primary cardholder stands to win the Prizes of this Promotion. Therefore, all contest entries received by the supplementary cardholder(s) will be consolidated with the contest entries received by the respective primary cardholder.

17. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).

#### **PRIZES TERMS & CONDITIONS**

18. There are a maximum of 3 units of Grand Prizes, maximum of 6,762 units of Weekly Prizes (equivalent to RM202,860 Cash Back), maximum 13,350 units of Online Vouchers (equivalent to RM133,500 worth of Online Vouchers) and maximum of 6 units of Top Scorer Prizes to be given out to the **primary** Eligible Cardholders under this Promotion which is pooled together with the "HSBC Amanah Memories Together Promotion". HSBC Bank is the sole provider for all Prizes in this Promotion.

#### **Grand Prize (A set of Apple Products)**

- 19. A total of 3 units of Grand Prizes to be given out and capped at maximum 1 unit per **primary** Eligible Cardholder throughout the Promotion Period based on the Grand Prize Selection Process in Clause 20 below.
- 20. The Grand Prize Selection Process is as follows:
  - a. Each entry is assigned with a serial number in HSBC's randomizer system.
  - b. To determine the Grand Prize Winners, HSBC will perform a one (1) time randomization of the entries
  - c. The entries which are ranked 1<sup>st</sup> to 3<sup>rd</sup> from the randomization results will be shortlisted as Potential Grand Prize Winners.
  - d. The Potential Grand Prize Winners will receive an SMS notifying them that they stand to receive the Grand Prize, subject to answering a question via SMS correctly. He/she must answer/reply the question via SMS to 63839 within 5 days from the date of receipt of the SMS to receive the Grand Prize.
  - e. An SMS will be sent to confirm the Grand Prize Winners.
  - f. He/she who has not fulfilled the requirements under Clause 20(d) will be forfeited as a Potential Grand Prize Winner.
  - g. In the event the randomization results shortlist an Eligible Cardholder as a Potential Grand Prize Winner more than once; AND he/she has been selected as a Grand Prize Winner once, he/she will forfeit all other shortlisting as Potential Grand Prize Winner.
  - h. In the event HSBC has not selected 3 Grand Prize Winners due to Clause 20(f) or (g), the next entry from the randomization results in Clause 20(b) (i.e. ranked 4<sup>th</sup> and above) will be shortlisted as the Potential Grand Prize Winners, and the same process in Clause 20(d) to (f) shall repeat up to two (2) rounds, and thereafter the remaining Grand Prize if any will be forfeited.
- 21. The following terms and conditions apply to the Grand Prize:
  - a. The Grand Prize is provided on an "As Is" basis.
  - b. The Grand Prize is not transferable and cannot be exchanged for cash, credit or in kind.
  - c. HSBC reserves the right, at its sole discretion, to provide the Grand Prize in any colour that is available.
  - d. The Grand Prize will be couriered within 16 weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the Grand Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC's record. During the call for delivery address confirmation, Grand Prize Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Grand Prize on behalf of the said Grand Prize Winner.
  - e. HSBC reserves the right to substitute the Grand Prize with any other item of similar value at any time with 3 days prior notice.

- f. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Grand Prize(s) received under this Promotion.
- g. Any loss or damage to the Grand Prize is passed on to the Grand Prize Winner upon delivery of the Grand Prize.
- h. 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 the Grand Prize.
- i. The Grand Prize 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.
- j. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and Apple products are trademarks of Apple, registered in the U.S. and other countries.

#### Weekly Prize (RM30 Cash Back)

- 22. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is **RM90** throughout the Promotion Period, capped at maximum 1 unit of Weekly Prize (RM30 Cash Back) per month ("**Participating Month**") during the Promotion Period subject to the Weekly Prize Capping on a first come first served basis.
- 23. Table 2 sets out the total units of Cash Back allocated for each Participating Day ("Weekly Prize Capping"):

Table 2

Participating Week	Total Number of	Maximum Units of Weekly	Cash Back per Unit
	Days	Prize per Participating Day	(RM)
Mondays to Sundays	98	69	30

In the event the number of units of Weekly Prize allocated for a Participating Day has not been fully given out, the unutilized units of Weekly Prize will be forfeited and will not be brought forward to the next Participating Day.

- 24. In the event of a tie in Transaction Time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cash Back. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the highest card type of Participating HSBC/HSBC Amanah Credit Card/-i will get the Cash Back (For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Mastercard Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i.
- 25. The Cash Back will be credited into the **primary** Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account with the highest spend activities within 10 to 16 weeks from the end of the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC Bank/HSBC Amanah Credit Card/-i's monthly credit card statement that follows the date of the crediting of the Cash Back.

## **Online Vouchers**

- 26. A primary Eligible Cardholder may receive a maximum of 10 units of Online Vouchers throughout the Promotion Period subject to the Online Voucher Capping.
- 27. The selection of the recipients of the Online Voucher is as follows:
  - a. Every 30<sup>th</sup> Eligible Cardholder who fulfils the Completion of Game will be selected as the Potential Online Voucher Winner and is required to answer a question in the Game correctly to stand to receive the Online Voucher.

- b. Upon answering the question in the Game correctly, the Online Voucher with voucher code will be displayed. The Winners of the Online Voucher are required to save keep/record the voucher code stated in the Online Voucher for redemption.
- c. Potential Online Voucher Winners who (i) fail to answer the question correctly; or (ii) exit the Game before answering the question will not receive the Online Voucher and the Online Voucher will be forfeited. Such Online Voucher will be brought forward to the next 30<sup>th</sup> Eligible Cardholder who completes the Game and answers the question correctly.
- 28. Table 4 sets out the total units of Online Voucher allocated for each Participating Day ("Online Voucher Capping")

Table 4

Participating Day	Days	Maximum Units of Online Voucher per Participating Day	Total Online Voucher Allocation (RM)
During the Game Promotion Period (18 June 2019 - 1 September 2019)			
Mondays to Fridays	54	150	81,000
Saturday & Sundays	22	175	38,500
2 September 2019 – 15 September 2019			
Monday to Sunday	14	100	14,000
Total	90		133,500

- 29. In the event the number of units of Online Vouchers allocated for a Participating Day has not been fully given out, the unutilized units of Online Vouchers will be brought forward to the next Participating Day.
- 30. Table 4 list out the participating merchants of the Online Vouchers:

Table 4

Participating Merchants	
11street/Presto Mall	
Grab	
Lazada	
Zalora	

- a. All Online Vouchers shall be subject to the terms and conditions of the respective participating merchants and the validity period as stated in the Online Vouchers. Any unused or unredeemed Online Vouchers after the end of the validity period will lapse and be invalid.
- b. For avoidance of doubt, if the purchase at the participating merchants is for a value less than the amount of the Online Voucher, the difference between the Online Voucher and the purchase will be forfeited and no refund will be given to the Online Voucher Winners. If the value of the Online Voucher is less than the value of the item(s) purchased, the difference shall be borne by the Online Voucher Winners.
- c. The Online Voucher is not transferable and cannot be exchanged for cash, credit or in kind.
- d. Any query and/or dispute on the redemption of the Online Vouchers shall be directed to, and resolved directly with the participating merchants.

## **Top Scorer Prize (iPhone X)**

- 31. A total of 6 units of Top Scorer Prize of iPhone X to be given out and capped at maximum 1 unit per **primary** Eligible Cardholder throughout the Promotion Period based on the Top Scorer Selection Process in Clause 32 below.
- 32. The Top Scorer Prize will be awarded to the 2 Eligible Cardholders with the highest number of Game Points during the Participating Month.

33. Table 5 sets out the total units of iPhone X allocated for each Participating Month ("Top Scorer Prize Capping"):

#### Table 5

Participating Month	Total Monthly Prize Allocation
June	2 units of iPhone X
July	2 units of iPhone X
August	2 units of iPhone X

- 34. The following terms and conditions apply to the Top Scorer Prize:
  - a. The Top Scorer Prize is provided on an "As Is" basis.
  - b. The Top Scorer Prize is not transferable and cannot be exchanged for cash, credit or in kind.
  - c. HSBC reserves the right, at its sole discretion, to provide the Top Scorer Prize in any colour that is available.
  - d. The Top Scorer Prize will be couriered within 16 weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC's records. HSBC will not entertain any request to deliver the Top Scorer Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC's record. During the call for delivery address confirmation, Top Scorer Prize Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Top Scorer Prize on behalf of the said Top Scorer Prize Winner.
  - e. HSBC reserves the right to substitute the Top Scorer Prize with any other item of similar value at any time with 3 days prior notice.
  - f. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Top Scorer Prize(s) received under this Promotion.
  - g. Any loss or damage to the Top Scorer Prize is passed on to the Top Scorer Prize Winner upon delivery of the Top Scorer Prize.
  - h. 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 the Top Scorer Prize.
  - i. The Top Scorer Prize 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.
  - j. Apple is not a participant in or sponsor of this Promotion. Apple, the Apple logo and Apple products are trademarks of Apple, registered in the U.S. and other countries.

# **GENERAL TERMS & CONDITIONS**

- 35. At the time of fulfilment of the Prizes during the Promotion Period, all the Participating HSBC/HSBC Amanah Credit Card/-i MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Prizes from this Promotion.
- 36. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Prizes to any third party other than the Eligible Cardholder.
- 37. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Prizes received in this Promotion.
- 38. HSBC reserves the right to substitute the Prizes with any item of similar value at any time with 3 days prior notice.
- 39. HSBC reserves the right to publish or display the name and picture of the Eligible Cardholder who have been selected to receive the Prizes for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholder hereby consent to and agree that HSBC shall be at liberty to publish their names, last 4 digit of Identification Card and pictures without compensation for advertising and publicity purposes. Potential Winners who are chosen must accept the terms and conditions stated in the Prize acceptance form to be eligible to receive the Prize.

- 40. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 41. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - I. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
  - II. press advertisements;
  - III. notice in the Eligible Cardholder's credit card statement(s);
  - IV. display at its business premises; or
  - v. 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.
- 42. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC. The UTCs are available at <a href="www.hsbc.com.my">www.hsbc.com.my</a> and <a href="www.hsbc.com.my">www.hsbc.com.my</a> and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 43. 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.
- 44. 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 Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
- 45. 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.
- 46. The Eligible Cardholder 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 Promotion.
- 47. HSBC's decision on all matters relating to this Promotion shall be final and binding.