

## TERMS AND CONDITIONS

### HSBC Amanah Advance TD-i Promotion April-December ("Promotion") 2019

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

(hereinafter collectively referred to as "HSBC")

#### PROMOTION PERIOD

1. This Promotion will commence from 11 April 2019 until 31 December 2019 ("Promotion Period"), both dates inclusive.

#### ELIGIBILITY

2. Customers who may participate in this Promotion are stated in Table A below, and excludes customers mentioned in Clause 3.

**Table A:**

Offer	Eligibility
4% p.a.	<ul style="list-style-type: none"><li>• All HSBC Amanah Advance customers who apply for OR hold at least one existing or new <b>primary</b> HSBC Amanah Credit Card-i (as defined in clause 6 below) during the Promotion Period</li></ul>

3. The following customers are excluded from this Promotion:-
  - (a) Non-individuals or corporate customers; and
  - (b) HSBC Amanah Premier customers who hold an HSBC Amanah Advance account-i;
  - (c) HSBC Amanah Premier customers whom have chosen to downgrade to HSBC Amanah Advance solely for the purpose of joining the Promotion; and
  - (d) Non-HSBC/HSBC Amanah customers

(hereinafter referred to as "**Eligible Customer(s)**").

4. The Eligible Customers must meet HSBC Amanah Advance requirement as listed below (kindly refer to <https://www.hsbcamanah.com.my/1/2/amanah/amanah-advance/apply-now> for more information) to enjoy the benefits offered under this Promotion:
- (a) Meeting a minimum Total Relationship Balance<sup>1</sup> of RM30,000; OR
  - (b) Signing up for an HSBC Amanah HomeSmart-i of RM300,000 and above; OR
  - (c) Nominating your HSBC Advance Account-i as his/her salary account:
    - i. minimum monthly salary of RM3,000 with a HSBC Amanah Credit Card-i<sup>2</sup>, OR
    - ii. minimum monthly salary of RM5,000 per month

Additionally, the Eligible Customers need to maintain a HSBC Amanah Advance Account-i in order to channel the TD-i placement.

5. The Eligible Customer(s) must fulfill the requirements as stated in Clause 2 and Clause 4 prior to making a TD-i placement. Any placements done before these requirements are fulfilled will not be entitled to the Offer stated in Table B. For illustration:

**Scenario 1**

Customer A has just applied for an HSBC Amanah Advance Account-i via Perks@Work, and is interested to participate in the Promotion. To be entitled to the Offer, Customer A will need to first nominate his/her account as their salary account, and apply for a HSBC Amanah credit card-i to meet the Promotion eligibility before TD-i placement.

**Scenario 2**

Customers A and B are joint HSBC Amanah Advance account-i holders. Customer A holds a primary HSBC Amanah credit card-i, while Customer B holds a supplementary HSBC Amanah credit card-i. Prior to making a TD-i placement under their joint HSBC Amanah Advance account-i, the joint account-i will need to have met the minimum Total Relationship Balance of RM30,000, and Customer B will need to apply for a primary HSBC Amanah credit card-i to meet Program eligibility before TD-i placement.

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<sup>1</sup> Total Relationship Balance (TRB) includes any: Deposits in Current Account-i, Savings Account-i, Term Deposits-i, and/or Investments in Shariah-compliant Unit Trust funds, Structured Investments-i, Dual Currency Investments-i and/or Direct Retail bonds, and/or Cash value from Family Takaful/Life Insurance products with investment-linked and savings components.

<sup>2</sup> First 12 month Advance fee waived. Subsequently, customers who meet the minimum total spend of RM10,000 per annum on their HSBC Amanah Credit Card-i(s) will have the monthly Advance fee waived. If the customers fail to meet the qualification criteria, the account will be downgraded to an HSBC Amanah Basic Current Account-i. Spend includes internet transactions, local and overseas retail transactions, cash advance, Balance Transfer, Cash Instalment Plan, standing instructions/auto-billing

## PROMOTION MECHANICS

6. The products and proposition included in this Promotion are as follows:-

- (a) HSBC Amanah Advance by HSBC Amanah;
- (b) HSBC Amanah Term Deposit-i (“TD-i”) (Eligible for protection by PIDM);
- (c) HSBC Amanah Mpower Platinum Credit Card-i
- (d) HSBC Amanah Mpower Credit Card-i

(Products (c) to (d) referred to collectively as “**HSBC Amanah Credit Card-i**”)

7. Under this Promotion, the Eligible Customer(s) will be entitled to a special rate MYR TD-i profit rate as per Table B.

**Table B:**

Offer	TD-i Placement amounts (Fresh Funds only) during Promotion Period	Tenure TD-i
4% p.a.	<ul style="list-style-type: none"><li>• Each TD-i placement must be a <b>minimum of RM10,000</b></li><li>• Each Eligible Customer is entitled to a <b>maximum total of RM100,000</b> in TD-i placements throughout the Promotion Period</li></ul>	6 months

8. Eligible Customer(s) are not allowed to participate in another TD-i campaign by HSBC Bank/HSBC Amanah (such as the ‘eTime Deposit/eTerm Deposit-i Promotion’ HSBC Bank/HSBC Amanah campaign) concurrently.

9. This Promotion has a maximum capping of RM300,000,000.00 on total TMD/TD-i placement received on a first come, first served basis, which is pooled together with the HSBC Advance TMD/TD-i April-December Promotion 2019

10. If Eligible Customer(s) opens/has a sole and/or joint HSBC Amanah Advance account-i during the Promotion Period, the Eligible Customer(s) is/are only allowed to participate with **either** the sole or joint HSBC Amanah Advance account-i, not both. If Eligible Customer(s) has participated in this Promotion by a joint account, he or she cannot participate in the Promotion again under a sole account and vice versa. For illustration:

**Scenario 1**

Customers A and B are both Eligible Customer(s). They each have a sole HSBC Amanah Advance Account-i and together they also have a joint HSBC Amanah Advance Account-i during the Promotion Period. To participate in the Promotion, if customers A and B place the TD-i under their joint account, they **cannot** then also participate in the Promotion under each of their sole account.

HSBC Amanah Advance Account-i holder	Participation – TD-i placement
A+B	√
A	X
B	X

**Scenario 2**

Customer A and B are both Eligible Customer(s). A and B respectively open a sole HSBC Amanah Advance Account-i and together they also open a joint HSBC Amanah Advance Account-i. If both A and B respectively place TD-i under their sole accounts for the Promotion, they **cannot** participate in the Promotion under their joint account.

HSBC Amanah Advance Account-i holder	Participation – TD-i placement
A+B	X
A	√
B	√

11. **“Fresh Funds”** refer to monies from sources **other** than any existing account(s) held with HSBC Bank/HSBC Amanah in Malaysia, whether or not the account(s) are held in the name of the Eligible Customer(s), or otherwise.
12. The TD-i placement must be **made within 7 working days of the Fresh Funds being transferred** into the HSBC Amanah Advance Account-i within the Promotion Period.
13. All TD-i placements must be made within Promotion Period to enjoy the special TD-i Profit Rate stated in Table B.

14. The rates stated in Table A and Table B are strictly applicable for TD-i placement at HSBC Amanah branches only, except for the Eligible Customers who receive SMS from HSBC Amanah inviting the Eligible Customer to participate in this Promotion via online placement by following the instructions given therein.
15. If Eligible Customer(s) uplift the TD-i placed under this Promotion prematurely, the Eligible Customer(s) agrees to provide HSBC Amanah a rebate equivalent to:  
**TD-i:**
  - (a) For deposits held 3 months and below: profit from the Murabahah Sale Price; or
  - (b) For deposits held above 3 months: half of the profit for the completed months plus the profit for the uncompleted months.
16. Partial upliftment from a single TD-i placement is **not allowed** under this Promotion.
  - (a) Example 1: if customer makes a TD-i placement of RM100,000, he/she is not allowed to perform partial upliftment of any amount except full upliftment.
  - (b) Example 2: if customer makes three RM10,000 TD-i placement, he/she is allowed to uplift one of the RM10,000 TD-i placement and enjoy the special TD-i Profit Rate on the remainder two TD-i placement.
17. Placement made under this Promotion is not allowed to be placed on lien for Malaysia My Second Home (MM2H) programme, overdraft facilities and/or financing (including credit cards).
18. Upon maturity, the TD-i will automatically be renewed for a further tenure of 6 months at the prevailing board rate until and unless the Eligible Customer(s) instructs otherwise. For clarity, this automatic renewal will continue for as long as Eligible Customer(s) has not instructed otherwise or TD-i placement has not been uplifted.

## GENERAL TERMS AND CONDITIONS

19. 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.
20. 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.
21. This Promotion is not valid with any other Term Deposit-i promotions that are concurrently offered by HSBC Bank/HSBC Amanah.
22. 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 or 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.
23. 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, profits, 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.

24. 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.
25. 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.

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 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](http://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; and
    - (iv) Cardholder Agreement.
  - (b) HSBC Amanah Perks@Work Terms & Conditions.
27. The Eligible Customer(s) will be responsible for all applicable government taxes or levies relating to the Promotion (if applicable).
  28. HSBC Amanah's decision on all matters relating to this Promotion shall be final and binding.