TERMS & CONDITIONS HSBC Bank/HSBC Amanah Telegraphic Transfer 2017 Campaign

1. 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".

PROMOTION PERIOD

 The "HSBC Bank/HSBC Amanah Telegraphic Transfer 2017 Campaign" ("Promotion") shall run from 26 July 2017 at 09:00 Malaysian local time until 1 November 2017 at 09:00 Malaysian local time ("Promotion Period").

ELIGIBILITY

- 3. This Promotion is open to all customers and staff of HSBC Bank / HSBC Amanah who:
 - have an MYR deposit account/-i with HSBC Bank or HSBC Amanah except for HSBC Premier Easigrow Account, HSBC Premier Easigrow Plus Account, HSBC Advance Easigrow Account, HSBC Advance Easigrow Plus Account and HSBC Junior Toprate Account;
 - ii. perform a successful outward telegraphic transfer ("TT") of a minimum amount equivalent to MYR5,000 (or its equivalent in foreign currency) via HSBC Bank/ HSBC Amanah Personal Internet Banking or Mobile Banking within the Promotion Period to either one of the following destinations / receiving countries:

India, Indonesia, Japan, Singapore, or United Kingdom;

iii. the following currencies are available for TT transactions:

Offered by HSBC Bank

United Arab Emirates Dirham (AED), Australian Dollar (AUD), Brunei Dollar (BND), Canadian Dollar (CAD), Swiss Franc (CHF), Chinese Renminbi(CNY), Danish Kroner (DKK), Euro (EUR), Pound Sterling (GBP), Hong Kong Dollar (HKD), Indian Rupee (INR), Japanese Yen (JPY), Sri Lankan Rupee (LKR), Norwegian Krone (NOK), New Zealand Dollar (NZD), Philippine Peso (PHP), Saudi Riyal (SAR), Swedish Krona (SEK), Singapore Dollar (SGD), Thai Baht (THB), US Dollars (USD), and South African Rand (ZAR)

Offered by HSBC Amanah

United Arab Emirates Dirham (AED), Australian Dollar (AUD), Canadian Dollar (CAD), Chinese Renminbi (CNY), Euro (EUR), Pound Sterling (GBP), Hong Kong Dollar (HKD), Indian Rupee (INR), Japanese Yen (JPY), New Zealand Dollar (NZD), Saudi Riyal (SAR), Singapore Dollar (SGD), US Dollars (USD), and South African Rand (ZAR)

Note: Telegraphic transfer of Chinese Renminbi (CNY) to all countries is possible, except Mainland China. Indonesian Rupiah (IDR) is excluded from the available currency list.

EXCEPT for the following categories of persons who are not eligible to participate in this Promotion:-

- i. non-individuals or HSBC Bank / HSBC Amanah corporate customers;
- ii. HSBC Bank / HSBC Amanah Business Internet Banking customers,

(collectively referred to as "Eligible Participant(s))".

PARTICIPATION CRITERIA

- 4. No registration to participate in the Promotion is required.
- 5. To participate in this Promotion, the Eligible Participant(s) must perform a **successful** outward TT transaction to either India, Indonesia, Japan, Singapore or United Kingdom of a minimum amount equivalent to MYR5, 000 via HSBC Bank / HSBC Amanah Personal Internet Banking or Mobile Banking within the Promotion Period.
- 6. TT transactions performed via Global Transfer or at HSBC Bank / HSBC Amanah branches will **not** be eligible for this Promotion.
- 7. The conversion of funds for any TT transaction is subject to the inherent risk of currency fluctuations.

CABLE FEE WAIVER TERMS AND CONDITIONS

8. Once the Eligible Participant(s) satisfies the Participation Criteria in Clause 5 above, the Eligible Participant(s) will enjoy cable fee waiver of RM26.50 (inclusive of Goods and Services Tax) with every successful outward TT transaction.

GENERAL TERMS AND CONDITIONS

- 9. HSBC Bank / HSBC Amanah reserves the right at their 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 Promotion.
- 10. HSBC Bank / 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 of this Promotion shall not entitle the Eligible Participant(s) to any claim or compensation against HSBC Bank/HSBC Amanah for any and all losses or damage suffered or incurred by the Eligible Participant(s) as a direct or indirect result of the act of cancellation, termination or suspension.
- 11. HSBC Bank / HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's / 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 Bank/ HSBC Amanah have been advised of the possibility of such loss or damage.
- 12. To the fullest extent permitted by law, HSBC Bank / 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.
- 13. HSBC Bank / HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Participant(s):
 - i. individual notice to the Eligible Participant(s) (whether by written notice or via electronic means) sent to the Eligible Participant(s)'s latest address/email address as maintained in HSBC Bank's and HSBC Amanah's records;
 - ii. press advertisements;
 - iii. notice in the Eligible Participant(s)'s composite 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 for 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.

14. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and services referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product and service terms and conditions, these terms and conditions shall prevail in relation to this Promotion.

The existing terms and conditions applicable to the products and services 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 and Advance;
 - (iii) Specific Terms & Conditions for Retail Banking & Wealth Management;
 - (iv) Cardholder Agreement;
 - (v) Terms & Conditions for HSBC Bank Personal Internet Banking.
- B. Universal Terms & Conditions of HSBC Amanah available at www.hsbcamanah.com.my are:
 - (i) Generic Terms & Conditions; and
 - (ii) Specific Terms & Conditions for HSBC Amanah Premier and Advance;
 - (iii) Specific Terms & Conditions for Retail Banking & Wealth Management;
 - (iv) Cardholder Agreement;
 - (v) Terms & Conditions for HSBC Amanah Personal Internet Banking.
- 15. The Eligible Participant(s) 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 the Promotion.
- 16. HSBC Bank and 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 HSBC Bank and HSBC Amanah.
- 17. HSBC Bank's and 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 Participant(s) of this Promotion and no correspondence will be entertained.
- 18. By participating in this Promotion, the Eligible Participant(s) agree(s) to be bound by these Terms and Conditions and the decisions of HSBC Bank and HSBC Amanah.