

## December 2022 HSBC Bank Credit Cards Flash Deal Campaign Terms & Conditions

1. The **December 2022 HSBC Bank Credit Cards Flash Deal Campaign** (hereinafter referred to as “**CCFD2212HS2-Campaign**”) is organized by Compargo Malaysia Sdn. Bhd. [201301020939 (1050769-U)] for CompareHero (hereinafter referred to as “**CompareHero**” or “**we**”) and in partnership with HSBC Bank Malaysia Berhad [198401015221 (127776-V)] (hereinafter referred to as “**HSBC**”) as the Service Providers for bank products that are being applied for.
2. HSBC credit cards eligible for **CCFD2212HS2-Campaign** are HSBC Amanah MPower Platinum Credit Card-i, HSBC Platinum Credit Card and HSBC Visa Signature Credit Card (hereinafter referred to as “**Eligible Credit Cards**”).

### Campaign Period

3. The **CCFD2212HS2-Campaign** comprises of the following periods:
  - a. “**Sign-Up Period**” runs from **9 December 2022** to **18 December 2022**, both dates inclusive;
  - b. “**Spend Period**” is defined as the earlier of:
    - a. **Sixty (60) days** from the date of the HSBC “**Welcome Letter**” (Welcome Letter is defined as the letter issued by HSBC to a Successful Cardholder enclosing the Eligible Credit Card); OR
    - b. until **15 March 2023**
  - c. “**Redemption Period**” runs from **1 February 2023** to **31 May 2023**, both dates inclusive.

### Campaign Eligibility

4. The **CCFD2212HS2-Campaign** is open to individuals who:
  - a. are 21 years old and above; and
  - b. have a residential address in Malaysia; and
  - c. are either a New-to-Bank or New-to-Card, applicant; and
    - (i) New-to-Bank is defined as a person who does not have any existing and/or prior accounts or a financial relationship with HSBC in Malaysia.
    - (ii) New-to-Card is defined as an existing HSBC customer who does not hold any active credit card/s from HSBC issued in Malaysia. In any event, New-to-Card does not include any individual who had cancelled any of his/her HSBC credit card within six (6) months before the date of application and is re-applying for any HSBC Credit Card under the **CCFD2212HS2-Campaign**.
  - d. register their interest, during the Sign-Up Period, for any of the Eligible Credit Cards on CompareHero website, to be contacted by HSBC for completion of their application; and
  - e. completes the HSBC application process before the end of the Sign-Up Period; and
  - f. has their application for the Eligible Credit Cards approved by **HSBC** (hereinafter referred to as “**Cardholder/s**”) and activates the Eligible Credit Card within **thirty (30) days** from the date of the Welcome Letter within the Campaign Period.
  - g. **spends a minimum of RM1,000.00 (or equivalent in foreign currency)** on Eligible Spend (as defined below) in a single or multiple transaction(s) using their Eligible Credit Card within the Spend Period. “**Eligible Spend**” is defined as spends of any amount on any goods/services charged to the Eligible Credit Cards, subject to the conditions below:
    - (i) includes: Internet transactions, local and overseas retail transactions (including online transactions), standing instructions/auto-billing;
    - (ii) excludes: Cash advance, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP), Interest charges, finance charges/management fees, credit card annual fees, and the Goods and Services Tax on annual fees, E-wallet top up/quasi cash transactions, for the Eligible Credit Cards.



It is clarified that the determination of what is classified as Eligible Spend is as determined by HSBC in its absolute discretion and shall be conclusive.

5. The following individuals are not eligible for the **CCFD2212HS2-Campaign**:
  - a. foreigner and/or expatriate; and/or
  - b. Malaysian residents residing outside of Malaysia; and/or permanent and/or contract employees of HSBC (including its subsidiaries and related companies) and their respective immediate family members; and/or
  - c. representatives and/or agents (including advertising and campaign agents) of HSBC and their respective immediate family members; and/or
  - d. any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their credit card account(s), any facility, service, or accommodation granted by HSBC, including HSBC Online (Website); and/or
  - e. those who have registered for a previous credit card campaign organized by CompareHero within the three (3) months preceding the start date of **CCFD2212HS2-Campaign**. It is clarified that any such individual will not be eligible for this **CCFD2212HS2-Campaign** irrespective of whether their Eligible Credit Card application made under the previous campaign with CompareHero has been completed and/or approved by HSBC.
6. CompareHero reserves the right to reject information submitted on the CompareHero website and/or social media if we deem it not legible, in non-English alphabets, to use foul language, or suspect it as spam or of a fraudulent nature.

#### Campaign Mechanics

7. Cardholders who fulfil the Campaign Eligibility requirements set out in clauses 4, and their subclauses above, will be considered a **“Successful Cardholder”** of the **CCFD2212HS2-Campaign**.
8. Each Successful Cardholder may be entitled to and shall only receive one (1) Campaign Gift or one (1) Consolation Gift, as applicable, regardless of the number of approved and activated Eligible Credit Cards issued by HSBC.
9. Successful Cardholders will be entitled to receive one (1) Campaign Gift, or one (1) Consolation Gift (as defined below) subject to the following terms and conditions.
  - a. Successful Cardholders with a residential address in Peninsular Malaysia will be eligible to receive a Campaign Gift A or Campaign Gift B or Consolation Gift, as applicable;
  - b. Successful Cardholders with a residential address in East Malaysia will be eligible to receive a Campaign Gift B or Consolation Gift, as applicable. It is clarified that Successful Cardholders with a residential address in East Malaysia will not be eligible to receive Campaign Gift A.
10. A **“Campaign Gift”** is defined as either one (1) of the following:
  - a. One (1) unit of **Nintendo Switch OLED worth RM1,899 (recommended retail value) (“Campaign Gift A”)**;  
OR;
  - b. One (1) unit of **Touch ‘n Go eWallet credit worth RM400 (“Campaign Gift B”)**.

The total number of Campaign Gifts to be issued is limited to **20 units** only, of which a maximum number of **10 units** of Campaign Gift A will be issued, and no further Campaign Gifts shall be issued once CompareHero’s stock has been exhausted. It is clarified that once the stock of Campaign Gift A has been exhausted, Successful Cardholders who are eligible to receive a Campaign Gift in accordance with Clause 11 below and have chosen Campaign Gift A will automatically receive the Campaign Gift B instead.

11. Every 10th (tenth) Successful Cardholder who has applied for the Eligible Credit Card through CompareHero in the following order, chronologically (i.e. from earliest to latest, based on the date and timestamp of their application, as recorded by CompareHero’s internal IT systems): tenth, twentieth, thirtieth, fortieth and so on (the **“Selection Frequency”**), subject to Clause 9 above, shall be eligible to receive:

- a. a Campaign Gift A, if they have selected the same as their preferred Campaign Gift during the application user journey on CompareHero. Campaign Gift A shall be distributed based on the Selection Frequency to such Successful Cardholders until the maximum units of Campaign Gifts A available, as set out above, have been issued; or
- b. subject always to the conditions set out in clause 26 below, a Campaign Gift B, if they have selected the same as their preferred Campaign Gift during the application user journey on CompareHero, or if all Campaign Gift A available have been exhausted. Campaign Gift B shall be distributed in this manner until the maximum units of Campaign Gifts available, as set out above, have been issued.

The selection as set out above shall be done by CompareHero, not HSBC, and the final determination of such selected applicants shall be made by CompareHero in its absolute discretion based on the application frequency set out above. Successful Cardholders who have selected a particular Campaign Gift as their preferred gift during the application user journey on CompareHero should note that such selection is not final and binding, but is subject to these Campaign Terms and Conditions and stock availability.

12. Successful Cardholders who are not eligible to receive a Campaign Gift pursuant to Clauses 9-10 above, will instead be entitled to receive one (1) Consolation Gift. A “**Consolation Gift**” is defined as one (1) unit of **Touch ‘n Go eWallet credit worth RM100**.
13. Successful Cardholders who receive the Campaign Gift or Consolation Gift, as applicable, shall not be eligible to participate in other sign-up card campaigns, promotions or offers by HSBC or its third-party sales agents.

#### **Campaign Gift Redemption**

14. For the avoidance of doubt, it is the Successful Cardholder’s responsibility to redeem the Campaign Gift or Consolation Gift (as applicable) within their Redemption Periods.
15. CompareHero will contact all Successful Cardholders to between **1 February 2023 to 30 April 2023**:
  - a. via email (email address in CompareHero’s record); and/or
  - b. via SMS (mobile phone number in CompareHero’s record).

with gift redemption instructions (a “**Redemption Message**”) or notification that the Campaign Gift or Consolation Gift has been credited to the Successful Cardholder’s bank account (a “**Notification Message**”), as applicable.
16. Delivery or fulfilment of Campaign Gift A is estimated to be four (4) weeks from the Redeemed Date (subject always to availability of third-party distribution and supply channels, stock availability and/or merchant delivery schedules, over which we have no control). CompareHero is not responsible for any wrongful or missing delivery of the Campaign Gift A due to any incorrect or incomplete address supplied by the Successful Cardholder. No replacement of Campaign Gift A will be offered.
17. The Campaign Gift or Consolation Gift cannot be transferred to other parties, is not refundable and are strictly not exchangeable for cash, credit, or other goods.
18. The Campaign Gift or Consolation Gift is considered redeemed when a Successful Cardholder responds to the Redemption Message or receives the Notification Message before the end of the Redemption Period (“**Redeemed Date**”). Any attempt of gift redemption after the Redemption Period will not be entertained and no Campaign Gift or Consolation Gift will be issued.
19. The Campaign Gift or Consolation Gift choice of size, technical specifications and/or colour is at the discretion of CompareHero, based on available stock from the merchant/s. CompareHero can replace the Campaign Gift or Consolation Gift with something of equivalent or higher value if the merchant/s runs out of stock.
20. The Campaign Gift or Consolation Gift does not include any accessories or items (unless stated) that may be shown on any marketing materials, as they are for illustration purposes only.
21. The recommended retail value of the gifts provided above is for reference purposes only and is subject to change by the issuing merchant, over which CompareHero has no control.

22. The use of the Campaign Gift or Consolation Gift is subject to terms and conditions of the issuing merchant/s. All additional terms and conditions will be stated in full, upon delivery or fulfilment of Campaign Gift or Consolation Gift. Additional terms and conditions may include validity dates, spend requirements, applicable or exclusion products and other conditions. The issuing merchant/s reserves the right to alter, cancel, terminate, or suspend the order or any part thereof or any part of the applicable terms and conditions from time to time, with or without any prior notice.
23. All servicing or warranty claims should be directed to the merchant, manufacturer or distributor of the Campaign Gift or Consolation Gift. Please refer to the warranty card / box / notification attached with the Campaign Gift or Consolation Gift.
24. CompareHero and HSBC are not in any way endorsing, sanctioning, approving or supporting the brand/s or merchandise of the Campaign Gift or the Consolation Gift. Any query and/or dispute on the usage of the Campaign Gift or Consolation Gift must be directed to, and resolved directly with the issuing merchant/s.
25. The Campaign Gift or the Consolation Gift brand/s or merchandise are not a participant in or sponsor of this **CCFD2212HS2-Campaign**. The brand/s logo and/or trademarks remains the intellectual property of the brand.
26. In order to receive Campaign Gift B or Consolation Gift for the **CCFD2212HS2-Campaign**, Successful Cardholders must have already registered an account to receive credit with [Touch 'n Go](#) in accordance with the following conditions:
  - a. Successful Cardholders must verify their [Touch 'n Go](#) account (the "**Touch 'n Go ID**") by linking their mobile number ("**Mobile Number**") with their Touch 'n Go account in order for the Campaign Gift B and Consolation Gift to be transferred.
  - b. In order for the Successful Cardholder to be eligible to receive the Campaign Gift B or Consolation Gift, the Mobile Number must match the details supplied by the Successful Cardholder when applying for the **CCFD2212HS2-Campaign** on CompareHero. If and the Mobile Number is the same, then no further action is required.
  - c. For the avoidance of doubt, Campaign Gift B and Consolation Gift will not be transferrable to a Touch 'n Go ID that does not meet each of the foregoing conditions.
  - d. Fulfilment of Campaign Gift B and Consolation Gift will be directly credited to the Successful Cardholders Touch 'n Go account before the end of the Redemption Period. CompareHero will contact the Successful Cardholders by a Notification Message once Campaign Gift B or Consolation Gift has been credited to their accounts by Touch 'n Go.
27. By accepting the Campaign Gift or Consolation Gift, the Successful Cardholder agrees to give CompareHero the discretion to publish their name and masked phone number in a list on all CompareHero's website, social media accounts and communication platforms.

#### **General Campaign Terms and Conditions**

28. The use of the CompareHero website and services constitutes the acceptance of the general Terms and Conditions and Privacy Policy.
  - a. For the avoidance of doubt, during the course of using CompareHero services, individuals that have registered their interest and/or have applied for a HSBC product listed on CompareHero, are deemed to have given explicit consent to the collection, use and sharing of their personal data between CompareHero and HSBC, for the purposes of the administration of this Campaign, including application status, card activation status, and other qualifying criteria.
29. CompareHero reserves the right to (at its own discretion) disqualify any participant and/or withhold or confiscate in full or part any Campaign Gift or Consolation Gift if:
  - a. the participant is found to be, or reasonably suspected of participating in any form of fraudulent practices (including but not limited to false identities, doctoring images, wilful spamming or manipulation of any CompareHero's processes, or website); and/or



b. the redemption request is found to have been made via other channels, made outside of the Redemption Period, or are fraudulent, against the spirit of the Campaign, or non-compliant with the Campaign Terms and Conditions

30. In the event of disputes, CompareHero's decision shall be final.
31. Where we suspect a participant is participating in any form of unlawful and/or fraudulent activity, we reserve the right to report such activity or suspicions to the police or relevant authorities.
32. Final approval of any Eligible Credit Card is determined by the relevant banks in their absolute discretion and is subject to the banks' credit and risk processing criteria. Participating in this Campaign does not guarantee the approval of any Credit Card. CompareHero does not guarantee the approval of any Eligible Credit Card.
33. CompareHero reserves the right as it deems fit to vary or change any of these campaign terms and conditions from time to time or cancel, terminate, withdraw, suspend and/or replace this Campaign with another similar Campaign with prior notice. Such variation, changes, cancellation, termination, withdrawal, suspension and/or replacement will be notified by posting on CompareHero website, social media or in any other manner as CompareHero deems fit.
34. CompareHero reserves the right to change the Sign-up Period or Redemption Period if the launch of the Campaign is delayed and shall have no liability for the same.
35. In this respect, the participants of this Campaign also signifies their agreement to access the CompareHero website and/or social media at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which CompareHero may effect from time to time. Participants also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions (as varied from time to time).
36. Any cancellation, termination, withdrawal or suspension by CompareHero of this Campaign will not entitle participants to any compensation against CompareHero for any and all loss or damage that may be suffered or incurred by the participant as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
37. The decisions of CompareHero and HSBC in relation to every aspect of the Campaign, including but not limited to the definition of Successful Cardholders, shall be deemed final and conclusive under any circumstance and no further appeal, enquiry and/or correspondence will be entertained.
38. These Campaign terms and conditions are governed by and construed under the laws of Malaysia.

### **CompareHero's Privacy Policy**

Our goal is to maintain your trust and confidence when handling personal information about you. The security of your personal information is our priority. We protect this information by maintaining procedural safeguards that meet Malaysia's PDPA (Personal Data Protection Act 2010) law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive as well.

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