

### Exclusive CompareHero HSBC Credit Cards Shopback Campaign Terms & Conditions

- 1. The January 2023 Exclusive CompareHero HSBC Credit Cards Shopback Campaign (hereinafter referred to as "CCSB2301HS-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)] and HSBC Amanah Malaysia Berhad [200801006421 (807705-X)] (hereinafter referred to as "HSBC") as a Service Provider for bank products that are being applied for.
- 2. HSBC credit cards eligible for **CCSB2301HS-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 CCSB2301HS-Campaign comprises of the following periods:
  - a. "Sign-Up Period" runs from 1 January 2023 to 31 December 2023, both dates inclusive;
  - b. "Spend Period" defined as sixty (60) days from the date of the HSBC "Welcome Letter" (which is defined as the letter issued by HSBC to a Successful Cardholder enclosing the Eligible Credit Card);

### **Campaign Eligibility**

- 4. The CCSB2301HS-Campaign is open to individuals who:
  - a. are 21 years old and above; and
  - b. have a residential address in Malaysia for receiving a Campaign Gift as defined below; and
  - c. are either a New-to-Bank, 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 whether in Malaysia or otherwise.
    - ii. New-to-Card is defined as an existing HSBC customer who does not hold any active credit card/s from HSBC, whether issued in Malaysia or otherwise. 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 **CCSB2301HS-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.
  - 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) within the Spend Period. **"Eligible Spend"** is defined as spends 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 (BT), 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.



(and the determination of what is classified as Eligible Spend is as determined by HSBC in its absolute discretion)

- 5. The following individuals are not eligible for the **CCSB2301HS-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 CCSB2301HS-Campaign. It is clarified that any such individual will not be eligible for this CCSB2301HS-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 5, and their subclauses above will be considered a "Successful Cardholder" of the CCSB2301HS-Campaign.
- 8. Successful Cardholders with a residential address in Malaysia shall be issued one (1) "Campaign Gift" subject to the below terms and conditions. Campaign Gift is defined as one (1) unit of RM210 Shopback Cashback.
- 9. Each Successful Cardholder may be entitled to and shall only receive one (1) Campaign Gift, as applicable, regardless of the number of approved and activated Eligible Credit Cards issued by HSBC.
- 10. Successful Cardholders who receive the Campaign 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**

- 11. In order to receive the Campaign Gift, Successful Cardholders must have:
  - a. successfully registered an account Shopback in Malaysia (https://www.shopback.my/);
  - b. provided their mobile number or email address to Shopback during the registration process ("Registered Contacts Details"); and
- 12. The Campaign Gift will be transferred to each Successful Cardholder's Shopback Account via the Registered Contacts Details. Shopback will fulfil the Campaign Gift CompareHero's after receipt of confirmation from HSBC of the applicant's application Approval status. Only Cardholders who fulfil the **CCSB2301HS-Campaign** Terms and Conditions shall be eligible for a Campaign Gift.
- 13. CompareHero reserves the right to disqualify applicants who have failed to fulfil the **CCSB2301HS-Campaign** Terms and Conditions and/or who have submitted incomplete or inaccurate data, without prior notice.
- 14. For more information on the application of **CCSB2301HS-Campaign** and receiving Shopback Cashback redemption in Successful Cardholder's Shopback Account, please refer to Shopback Terms and Conditions at: <a href="https://www.shopback.my/comparehero">https://www.shopback.my/comparehero</a>.
- 15. The Campaign Gift cannot be transferred to other parties and is not refundable.
- 16. The use of the Campaign Gift is subject to terms and conditions of the issuing merchant(s). 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.

- 17. CompareHero can replace the Campaign Gift with something of equivalent or higher value if the Campaign Gift is not available
- 18. CompareHero and HSBC are not in any way endorsing, sanctioning, approving or supporting the brand/s or merchandise of the Campaign Gift. Any query and/or dispute on the usage of the Campaign Gift must be directed to, and resolved directly with the issuing merchant(s).
- 19. Campaign Gift brand/s or merchandise are not a participant in or sponsor of this **CCSB2301HS-Campaign**. The brand(s) logo and/or trademarks of the Campaign Gift(s) remains the intellectual property of the brand.
- 20. By accepting the Campaign 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**

- 21. 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.
- 22. CompareHero reserves the right to (at its own discretion) disqualify any participant and/or withhold or confiscate in full or part any Campaign 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,,or are fraudulent, against the spirit of the Campaign, or non-compliant with the Campaign terms and conditions.
- 23. In the event of disputes, CompareHero's decision shall be final.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. CompareHero reserves the right to change the Sign-up Period if the launch of the Campaign is delayed and shall have no liability for the same.
- 28. 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).
- 29. 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.

- 30. 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.
- 31. 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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