

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

1. The **March 2022 HSBC Bank Credit Cards Flash Deal Campaign** (hereinafter referred to as “**CCFD2203HS2-Campaign**”) is organized by Compargo Malaysia Sdn Bhd [201301020939 (1050769-U)] for CompareHero.my (hereinafter referred to as “**CompareHero.my**” 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 **CCFD2203HS2-Campaign** are HSBC Platinum Credit Card and HSBC Visa Signature Credit Card (hereinafter referred to as “**Eligible Credit Cards**”).

### Campaign Period

3. The **CCFD2203HS2-Campaign** comprises of the following periods:
  - a. “**Sign-Up Period**” runs from **14 March 2022** to **27 March 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**” (which is defined as the letter issued by HSBC to a Successful Cardholder enclosing the Eligible Credit Card); OR
    - b. until **15 June 2022**
  - c. “**Redemption Period**” runs from **1 May 2022** to **31 August 2022**, both dates inclusive.

### Campaign Eligibility

4. The **CCFD2203HS2-Campaign** is open to individuals who:
  - a. are 21 years old and above; and
  - b. have a residential address in Peninsular Malaysia for receiving a Campaign Gift or Consolation gift as defined below OR having a residential address outside Peninsular Malaysia for receiving a Substitute Gift as defined below; 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 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 **CCFD2203HS2-Campaign**.
  - d. register their interest, during the Sign-Up Period, for any of the Eligible Credit Cards on CompareHero.my website, to get redirected to HSBC website; and
  - e. completes the HSBC online 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) 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:
    - a. includes: Internet transactions, local and overseas retail transactions (including online transactions), standing instructions/auto-billing;

- b. 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, save for manifest error.

5. The following individuals are not eligible for the **CCFD2203HS2-Campaign**:
  - a. permanent and/or contract employees of HSBC (including its subsidiaries and related companies) and their respective immediate family members; and/or
  - b. representatives and/or agents (including advertising and campaign agents) of HSBC and their respective immediate family members; and/or
  - c. 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
  - d. those who have registered for a previous credit card campaign organized by CompareHero.my within the three (3) months preceding the start date of **CCFD2203HS2-Campaign**. It is clarified that any such individual will not be eligible for this **CCFD2203HS2-Campaign** irrespective of whether their Eligible Credit Card application made under the previous campaign with CompareHero.my has been completed and/or approved by HSBC.
6. CompareHero.my reserves the right to reject information submitted on the CompareHero.my 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 **CCFD2203HS2-Campaign**.
8. Each Successful Cardholder may be entitled to and shall only receive one (1) Campaign Gift or one (1) Consolation Gift or one (1) Substitute Gift, as applicable, regardless of the number of approved and activated Eligible Credit Cards issued by HSBC.
9. Successful Cardholders with a residential address in Peninsular Malaysia will be entitled to receive one (1) **“Campaign Gift”**, or a Consolation Gift (as defined in clause 11 (b) below) subject to the below terms and conditions. A Campaign Gift is defined as either one (1) of the following:
  - a. **One (1) unit of Apple Ipad 10.2 inch (with 64GB and WIFI) worth RM1,499 (recommended retail value) (“Tier A Gift”);** OR;
  - b. **Shopee eVoucher(s) with total worth of RM800 (“Tier B Gift”).**

The total number of Campaign Gifts to be issued is limited to 40 units, of which a maximum number of 10 units of Tier A Gifts will be issued, and no further Campaign Gifts shall be issued once CompareHero.my’s stock has been exhausted.

10. Successful Cardholders who have applied for the Eligible Credit Card through CompareHero.my in the following order, chronologically (i.e. from earliest to latest, based on the date and timestamp of their application, as recorded by CompareHero.my’s internal IT systems): first, fifth, ninth, thirteenth, seventeenth and so on, shall be eligible to receive a Campaign Gift until the maximum units of Campaign Gifts available, as set out above, has been exhausted. A selected Successful Cardholder will receive a:
  - a. Tier A Gift, if they have selected the same as their preferred Campaign Gift during the application user journey on CompareHero.my. until the maximum units of Tier A Gifts available, as set out above, has been exhausted.

- b. Tier B Gift, if they have selected the same as their preferred Campaign Gift during the application user journey on CompareHero.my., or if all Tier A Gifts available have been exhausted, until the overall maximum number of 40 Campaign Gifts, as set out above, have been issued.

The selection of the Successful Cardholders eligible to receive a Campaign Gift shall be done by CompareHero.my, not HSBC, and the final determination of such selected applicants shall be made by CompareHero.my 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.my should note that such selection is not final and binding but is subject to these Campaign Terms and Conditions and stock availability.

11. Successful Cardholders who are not eligible to receive a Campaign Gift pursuant to clause 10 above, shall be entitled to receive **one (1) "Consolation Gift"**. A Consolation Gift is defined as **one (1) Condotti Nylon Laptop Backpack CL16 RRP RM119 (recommended retail value)**.
12. Successful Cardholders without a residential address in Peninsular Malaysia will not be eligible to receive and will not be issued a Campaign Gift or a Consolation Gift. Successful Cardholders without a residential address in Peninsular Malaysia, will instead be issued **one (1) "Substitute Gift"**. A Substitute Gift is defined as one (1) **Shopee eVoucher with total worth of RM50**.
13. Successful Cardholders who receive the Campaign Gift or Consolation Gift or Substitute 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 or Substitute Gift (as applicable) within their Redemption Periods.
15. CompareHero.my will announce and contact the **40 Successful Cardholders who will receive the Campaign Gifts between 1 May 2022 to 31 July 2022 ("the Redemption Email")**:
  - a. via email (email address in CompareHero.my's record) with gift redemption instructions; and/or
  - b. via SMS (mobile phone number in CompareHero.my's record).
16. CompareHero.my will contact all Successful Cardholders to redeem the Consolation Gift or Substitute Gift, as applicable, between **1 May 2022 to 31 July 2022**:
  - a. via email (email address in CompareHero.my's record) with gift redemption instructions; and/or
  - b. via SMS (mobile phone number in CompareHero.my's record).
17. The Campaign Gift, Consolation Gift or Substitute 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, Consolation Gift or Substitute Gift is considered redeemed when a Successful Cardholder responds to the gift redemption email/SMS instructions before the end of the Redemption Period. Any attempt of gift redemption after the Redemption Period will not be entertained and no Campaign Gift, Consolation Gift or Substitute Gift will be issued.
19. Delivery or fulfilment of Campaign Gift, Consolation Gift or Substitute Gift is estimated to be four (4) weeks from 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.my is not responsible for any wrongful or missing delivery of the Campaign Gift, Consolation Gift or Substitute Gift due to any incorrect or incomplete address supplied by the Successful Cardholder. No replacement of Campaign Gift and/or Substitute Gift will be offered.
20. The Campaign Gift, Consolation Gift or Substitute Gift choice of size, technical specifications and/or colour is at the discretion of CompareHero.my, based on available stock from the merchant/s. CompareHero.my can replace the Campaign Gift, Consolation Gift or Substitute Gift with something of equivalent or higher value if the merchant/s runs out of stock.



21. The Campaign Gift, Consolation Gift or Substitute 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.
22. 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.my has no control.
23. The use of the Campaign Gift, Consolation Gift or Substitute 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, Consolation Gift or Substitute 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.
24. All servicing or warranty claims should be directed to the merchant, manufacturer or distributor of the Campaign Gift, Consolation Gift or Substitute. Please refer to the warranty card / box / notification attached with the Campaign Gift, Consolation Gift or Substitute Gift.
25. CompareHero.my and HSBC are not in any way endorsing, sanctioning, approving or supporting the brand/s or merchandise of the Campaign Gift, Consolation Gift or Substitute Gift. Any query and/or dispute on the usage of the Campaign Gift, Consolation Gift or Substitute Gift must be directed to, and resolved directly with the issuing merchant/s.
26. Campaign Gift, Consolation Gift or Substitute Gift brand/s or merchandise are not a participant in or sponsor of this **CCFD2203HS2-Campaign**. The brand/s logo and/or trademarks remains the intellectual property of the brand.
27. By accepting the Campaign Gift, Consolation Gift or Substitute Gift, the Successful Cardholder agrees to give CompareHero.my the discretion to publish their name and masked phone number in a list on all CompareHero.my's website, social media accounts and communication platforms.

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

28. The use of the CompareHero.my 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.my services, individuals that have registered their interest and/or have applied for a HSBC product listed on CompareHero.my, are deemed to have given explicit consent to the collection, use and sharing of their personal data between CompareHero.my and HSBC, for the purposes of the administration of this Campaign, including application status, card activation status, and other qualifying criteria.
29. CompareHero.my reserves the right to (at its own discretion) disqualify any participant and/or withhold or confiscate in full or part any Campaign Gift, Consolation Gift or Substitute 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.my'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.my does not guarantee the approval of any Eligible Credit Card.

33. CompareHero.my 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.my website, social media or in any other manner as CompareHero.my deems fit.
34. CompareHero.my 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.my 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.my 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.my of this Campaign will not entitle participants to any compensation against CompareHero.my 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.my 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.my'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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