

## November 2021 HSBC Bank Credit Cards Flash Deal Campaign Terms & Conditions

1. The **November 2021 HSBC Bank Credit Cards Flash Deal Campaign** (hereinafter referred to as “**CCFD2111HS-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)] and HSBC Amanah Malaysia Berhad [200801006421 (807705-X)] (hereinafter together referred to as “**HSBC**”) as the Service Providers for bank products that are being applied for.
2. HSBC credit cards eligible for **CCFD2111HS-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 **CCFD2111HS-Campaign** comprises of the following periods:
  - a. “**Sign-Up Period**” runs from **22 November 2021** to **26 November 2021**, both dates inclusive;
  - b. “**Spend Period**” is defined as the earlier of:
    - i. **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
    - ii. until 31 January 2022
  - c. “**Redemption Period**” runs from **20 December 2021** to **31 March 2022**, both dates inclusive.

### Campaign Eligibility

4. The **CCFD2111HS-Campaign** is open to individuals who:
  - a. 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 **CCFD2111HS-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:
    - 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.

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 **CCFD2111HS-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 **CCFD2111HS-Campaign**. It is clarified that any such individual will not be eligible for this **CCFD2111HS-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 **CCFD2111HS-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:
- a. with a residential address in Peninsular Malaysia will be in the running to receive one (1) **“Campaign Gift”**. Campaign Gift is defined as either one of the following:
    - i. **one (1) unit of Nintendo Switch Mario Edition worth RM1,599.90 (recommended retail value)** up to a maximum of ten (10) units of Nintendo Switch Mario Editions total, which will be given on first come first serve basis; OR
    - ii. **one (1) Shopee eVoucher worth RM1,000; OR**
    - iii. **one (1) Lazada eVoucher worth RM1,000.**

It is clarified that the first ten (10) Successful Cardholders with a residential address in Peninsular Malaysia that respond to the Redemption Email (defined below) with their gift preference as the Nintendo Switch Mario Edition will be entitled to receive it. Once our stock of ten (10) units of Nintendo Switch Mario Edition is exhausted, all other Successful Cardholders that have chosen the Nintendo Switch Mario Edition will no longer be eligible to receive the Nintendo Switch Mario Edition and will instead have the option to choose between the remaining Campaign Gifts i.e. the RM1,000 Shopee eVoucher **or** the RM1,000 Laza eVoucher.

- b. without a residential address in Peninsular Malaysia will be in the running to receive one (1) Campaign Gift of either:
  - i. **one (1) Shopee eVoucher worth RM1,000; OR**
  - ii. **one (1) Lazada eVoucher worth RM1,000.**

Successful Cardholders without a residential address in Peninsular Malaysia are **not** eligible to receive the Nintendo Switch Mario Edition.

10. Successful Cardholders will be sorted by application date in chronological order (i.e. from earliest to latest) and each Successful Cardholder that is listed in the following positions: first, fifth, ninth, thirteenth, seventeenth and so on, shall be eligible to receive a **Campaign Gift** as set out in clause 9 above (together the “**Winners**” and each a “**Winner**”), up to a maximum of **40 winners**. The selection of the Winners as set out above shall be done by CompareHero.my, not HSBC, and the final determination of such Winners shall be made by CompareHero.my in its absolute discretion.

11. Successful Cardholders who are Winners:

- a. with a residential address in Peninsular Malaysia, may choose any one (1) of the available Campaign Gifts as set out in clause 9a above;
- b. without a residential address in Peninsular Malaysia, may choose any one (1) of the available Campaign Gifts as set out in clause 9b above,

following receipt of an email from CompareHero.my confirming their eligibility for gift redemption (“**Redemption Email**”) and will receive their chosen Campaign Gift (subject always to availability of third-party distribution and supply channels, stock availability and/or merchant delivery schedules, over which we have no control).

12. Successful Cardholders who are **not** Winners:

- a. with a residential address in Peninsular Malaysia, shall be entitled to receive one (1) “**Consolation Gift**”, Consolation Gift is defined as **one (1) unit of Condotti Nylon Laptop Backpack CL16 worth RM119 (recommended retail value)**;
- b. without a residential address in Peninsular Malaysia, will not be issued a Campaign Gift or Consolation Gift but will be issued one (1) “**Substitute Gift**” instead. Substitute Gift is defined as **one (1) RM50 Shopee eVoucher**.

13. Successful Cardholders who receive the Campaign Gift, Consolation Gift or the 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, Consolation Gift or Substitute Gift (as applicable) within their Redemption Periods.

15. CompareHero.my will announce and contact the **40 Winners** after completing the determination of Winners between **20 December 2021 to 28 February 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).

16. CompareHero.my will contact all Successful Cardholders to redeem the Consolation Gift or Substitute Gift, as applicable, between **20 December 2021 to 28 February 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 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 **CCFD2111HS-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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