

TERMS & CONDITIONS

2021 HSBC Online Cash Back Acquisition ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) is referred to as "HSBC Amanah", both collectively referred to as "HSBC". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "HSBC/HSBC Amanah Credit Card/-i (s)".

PROMOTION PERIOD

2. Please take note of the following periods for this Promotion:
 - a. **Sign-Up Period** for customer to apply for a **primary** Participating HSBC/HSBC Amanah Credit Card/-i(s) (defined in Clause 3 below) with HSBC (defined in Clause 5 below) from **1 Jan 2021 to 31 March 2021**, both dates inclusive ("Sign-Up Period");
 - b. **Welcome Period** shall be 60 days from the date of your welcome letter for your new Participating HSBC/HSBC Amanah Credit Card/-i(s) ("Welcome Period"); and(hereinafter collectively referred to as the "Promotion Period").

ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to any individual who, during the **Sign-Up Period**, applies for any one or more of the following primary HSBC Credit Cards/-i:
 - i. **HSBC Bank Credit Card(s)**: HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Platinum Credit Card; and
 - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i;(collectively known as the "Participating HSBC/HSBC Amanah Credit Card/-i (s)").
4. The following categories of persons are not eligible to participate in this Promotion:
 - i. Cardholder(s) who is an existing primary cardholders of HSBC/HSBC Amanah Credit Card/-i(s) who applies for another new primary Participating HSBC/HSBC Amanah Credit Card/-i(s);
 - ii. Cardholder(s) who have cancelled his/her HSBC/HSBC Amanah Credit Card/-i(s) within six (6) months prior to the date of application for any Participating HSBC/HSBC Amanah Credit Card/-i(s) under this Promotion;
 - iii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Card/-i(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
 - iv. Cardholder(s) of company and/or corporate HSBC/HSBC Amanah Credit Card/-i(s); and
 - v. Cardholder(s) who are participating in any other concurrent HSBC/HSBC Amanah Credit Card/-i(s) sign-up promotions via any channels either by HSBC or authorized third parties), except the HSBC RM25 Cash Back Acquisition Promotion /HSBC Amanah RM25 Cash Back Acquisition Promotion(hereinafter collectively referred to as the "Eligible Cardholders").

PARTICIPATION CRITERIA

5. Eligible Cardholders must during the Promotion Period:-
 - a. Apply for any Participating HSBC/HSBC Amanah Credit Card/-i(s) through HSBC website;
 - b. Call to activate his/her newly approved Participating HSBC/HSBC Amanah Credit Card/-i (s) and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
 - c. Use his/her Participating HSBC/HSBC Amanah Credit Card/-i(s) on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 1 below;

(the "Participation Criteria").

ELIGIBLE SPEND

6. Eligible Spend for this Promotion are those that are charged to the Participating HSBC/HSBC Amanah Credit Card/-i(s) (single or cumulative receipt); and
- includes:** local and overseas retail transactions (including online transactions), standing instructions/auto-billing; and
 - 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 the annual fees, E-wallet top up/ quasi cash transactions;

(the "Eligible Spend").

THE OFFERS & FULFILMENT CONDITIONS

7. **The offer under this Promotion and Eligibility Criteria to be fulfilled by the Eligible Cardholders as detailed in Table 1 below.**

This Promotion has a maximum capping of 500 units of RM500 cashback, to be given out on a first-come-first-serve basis, which is pooled together with 2021 HSBC Amanah Online Cash Back Acquisition.

TABLE 1 : PRIMARY CARDHOLDERS
WELCOME OFFER : GET CASH BACK

| Type | Eligible Cardholder | Offer | Eligibility Criteria |
|---------------|-------------------------|-----------------------------------|---|
| Welcome Offer | New Primary Cardholders | 1x RM500 CASH BACK | Spend ten (10) transactions (no minimum amount) within the Welcome Period |

RM500 Cash Back for New Primary Cardholders

- A **cardholder** stands to receive cash back when the newly approved primary Participating HSBC/HSBC Amanah Credit Card/-i(s) is used to meet the Participation Criteria in Clause 5 and the Eligibility Criteria in Table 1 above.
- Each Category 1 cardholder is entitled to receive **cash back once** throughout the Promotion Period regardless of the number of Participating HSBC/HSBC Amanah Credit Card/-i(s) applied for. *For avoidance of doubt, if a cardholder applies for 2 primary Participating HSBC/HSBC Amanah Credit Card/-i(s) and satisfies the criteria in Table 1 above for both cards, that Cardholder will only be entitled to receive cashback once as per Table 1 above.*
- Cash back** will be credited into the Category 1 cardholder's Participating HSBC/HSBC Amanah Credit Card/-i(s) account which first satisfies the Eligibility Criteria in Table 1 above. Crediting of the Cash Back will be made **60 days after the Welcome Period** and this will be reflected in the Category 1 cardholder's Participating HSBC/HSBC Amanah Credit Card/-i(s) statement in the following month.
- The first year annual fee of Participating HSBC/HSBC Amanah Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC/HSBC Amanah Credit Card/-i(s) ** at least once a month for consecutive 12 months. No minimum amount is required.

**For HSBC Premier Travel Credit Card, subsequent year annual fee is waived upon annual minimum spending of RM45,000 per annum (including primary and supplementary spend)

CASH BACK CONDITIONS

8. At the time of crediting the primary Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i (s) account with **Cash Back**, all the Participating HSBC/HSBC Amanah Credit Card/-i (s) account(s) of Eligible Cardholders **MUST BE PIN Activated** and MUST NOT be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
9. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other account or any third party's account.
10. Eligible Cardholders are ranked according to the date and time (Malaysia Time) they meet the Eligibility Criteria set out in Table 1 above and shall be on a first come, first-served basis.
11. HSBC reserves the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.

GENERAL TERMS & CONDITIONS

12. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received under this Promotion.
13. HSBC reserves the right to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
14. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC 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 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.
15. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Terms and Conditions. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
16. HSBC 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.
17. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
18. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC'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 have been advised of the possibility of such loss or damage.

19. The Eligible Cardholder 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 this Promotion.
20. HSBC's decision on all matters relating to this Promotion shall be final and binding.