

## TERMS & CONDITIONS

### HSBC April Cards Acquisition Promotion 2016 ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as "HSBC Amanah", both collectively referred to as "HSBC".

#### THE PROMOTION PERIOD

2. The Promotion comprises of the following periods:-
  - a. **Sign-Up Period** is defined as the period when the customer applies for a primary/supplementary Participating HSBC Bank/HSBC Amanah Credit Cards/-i through HSBC Bank's/HSBC Amanah's mobile sales team/branch/telesales channel/website. *Sign-up Period runs from 1<sup>st</sup> April 2016 to 30<sup>th</sup> June 2016, both dates inclusive ("Sign-Up Period"); and*
  - b. **Activation Period** is defined as 30 days from the date of the welcome letter ("Activation Period");
  - c. **Spend Period** is defined as 60 days from the date of the welcome letter ("Spend Period")

*(hereinafter collectively referred to as the "Promotion Period").*

#### ELIGIBILITY

3. The Promotion is open to the following:-
  - i. **New-to-HSBC Credit Card/-i Primary Cardholder** ("New Primary Cardholder");
  - ii. **Existing-to-HSBC Credit Card/-i Primary Cardholder** who currently holds an existing HSBC Bank/HSBC Amanah Credit Card/-i ("Existing Primary Cardholder");
  - iii. **New-to HSBC and existing-to HSBC Credit Card/-i Supplementary Cardholder** who currently holds an existing HSBC Bank/HSBC Amanah Credit Card/-i ("Supplementary Cardholder");

Who is a Malaysian resident who, during the Promotion Period, applies for any one or more of the following primary/supplementary HSBC Credit Card/-i(s):

- a. **HSBC Bank Credit Cards:** HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
- b. **HSBC Amanah Credit Card-i(s):** HSBC Premier World MasterCard Credit Card-i, , HSBC Amanah MPower Platinum Credit Card-i;

*(hereinafter referred to as the "Participating HSBC Bank/HSBC Amanah Credit Cards/-i")*

And excludes the following categories of persons who are not eligible to participate in the Promotion:

- a. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within three (3) months before the date of application and is/are applying or re-applying for any Participating HSBC Bank/HSBC Amanah Credit Cards/-i under the Promotion;
- b. Cardholder(s) who applied for an HSBC Bank/HSBC Amanah Credit Cards/-i in the past 6-months;
- c. Cardholder(s) who have participated or are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
- d. Holder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah's definition at any time during the Promotion Period; and/or
- e. Holder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i,  
*(hereinafter collectively referred to as the "Eligible Cardholders").*

Note: Eligible Cardholders are divided into 3 categories as follows:

- i. Category 1 Cardholder: New Primary/ Supplementary Cardholders of HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i and HSBC Visa Signature Credit Card;
- ii. Category 2 Cardholder: New Primary/ Supplementary Cardholders of HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Platinum Credit Card-i
- iii. Category 3 Cardholder: Existing Primary/ Supplementary Cardholders of HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i and HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, , HSBC Amanah MPower Platinum Credit Card-i

## PARTICIPATION CRITERIA

4. Eligible Cardholders must during the Promotion Period:-
  - a. **Apply for any Primary/Supplementary Participating HSBC Bank/HSBC Amanah Credit Card/-i** through HSBC Bank's/HSBC Amanah's mobile sales team/branch/telesales channel/website;
  - b. **Call to activate** the Participating HSBC Bank/HSBC Amanah Credit Card/-i after receiving the newly approved card; and
  - c. **Use the Participating HSBC Bank/HSBC Amanah Credit Card/-i** on Eligible Spend as per Clause 6 below (after activating it) for the Welcome Offer subject to Clause 5) below.

## THE OFFERS AND FULFILMENT CONDITIONS

5. Offers A, B and C under this Promotion are separate and distinct, with different Criteria to be fulfilled by the Eligible Cardholders as in Table 1 below:

**TABLE 1: LIST OF OFFERS**

Type	Eligible Cardholder	Offer	Criteria	Maximum Units/RM
Activation Offer	Category 1, 2 & 3	<b>1 x unit of RM50 Cash Back</b>	Eligible Spend <b>at least 3 times</b> during <b>Activation Period</b>	<b>16,000</b>
Welcome Offer	Primary Cardholder New to HSBC	Category 1 Cardholder <b>1x unit of RM350 Cash Back</b>	Eligible Spend of <b>RM3,000</b> including Cash Advance/Retail spend/Balance Transfer*/Cash Instalment Plan (CIP)(accumulated/single receipt) as defined in Clause 6 below during the <b>Spend Period</b>	<b>3,900</b>
		Category 2 Cardholder <b>1x unit of RM200 Cash Back</b>	Eligible Spend of <b>RM1,500</b> including Cash Advance/Retail Spend/Balance Transfer*/CIP (accumulated/single receipt) as defined in Clause 6 below during the <b>Spend Period</b>	<b>3,000</b>
		Category 3 Cardholder <b>1x unit of RM100 Cash Back</b>	Eligible Spend of <b>RM1,500</b> including Cash Advance/Retail Spend/Balance Transfer*/CIP (accumulated/single receipt) as defined in Clause 6 below during the <b>Spend Period</b>	<b>1,800</b>
	Supplementary Cardholder	Category 1, 2 & 3 Supplementary Cardholder <b>1x unit of RM50 Cash Back</b>	Eligible Spend of <b>RM500</b> on Retail Spend (accumulated/single receipt) as defined in Clause 6 below during the <b>Spend Period</b>	<b>2,500</b>

### A. ACTIVATION OFFER

#### RM50 Cash Back for Category 1, 2 & 3 Primary Cardholders (“RM50 Activation Cash Back”)

- a. **Category 1, 2 & 3 Cardholders** stand to receive **RM50 Cash Back** when he/she uses his/her primary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in Table 1 above within 30 days from the date of the welcome letter (“Activation Period”).
- b. Each Category 1 & 2 Cardholder is entitled to receive only one (1) unit of RM50 Activation Cash Back throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i and satisfies the respective criteria in Clause 5(A) on both cards, Cardholder will only be entitled to one (1) unit of RM50 Cash Back.
- c. The RM50 Activation Cash Back will be credited into the Category 1 & 2 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within ninety days (90) days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's credit card statement in the following month. For avoidance of doubt, the RM50 Cash Back will be credited to the Participating HSBC Bank/HSBC Amanah Credit Card/-i that met the Criteria as per Table 1 above.

- d. The maximum number of units of RM50 Cash Back to be given out under this Promotion is listed in Table 1 above.

**B. WELCOME OFFER**

**i. RM350 Cash Back for Category 1 Cardholders**  
**("RM350 Affluent Cash Back")**

- a. **Category 1 Cardholders** stand to receive **RM350 Affluent Cash Back** when he/she uses his/her primary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in Table 1 above whether made in a single receipt or accumulated receipts within 60 days from the date of the welcome letter ("Spend Period").
- b. Each Category 1 Cardholder is entitled to receive only one (1) unit of RM350 Affluent Cash Back throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if a Category 1 Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i and satisfies the respective criteria in Clause 5(B)(i) on both cards, the Category 1 Cardholder will only be entitled to one (1) unit of RM350 Affluent Cash Back.
- c. The RM350 Affluent Cash Back will be credited into the Category 1 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within ninety days (90) days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's credit card statement in the following month. *For avoidance of doubt, the RM350 Affluent Cash Back will be credited to the Participating HSBC Bank/HSBC Amanah Credit Card/-i that met the Criteria as per Table 1 above.*
- d. The maximum number of units of RM350 Affluent Cash Back to be given out under this Promotion is listed in Table 1 above.

**ii. RM200 Cash Back for Category 2 Cardholders**  
**("RM200 Cash Back")**

- a. **Category 2 Cardholders** stand to receive **RM200 Cash Back** when he/she uses his/her newly approved primary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in Table 1 above whether made in a single receipt or accumulated receipts within 60 days from the date of the welcome letter ("Spend Period").
- b. Each Category 2 Cardholder is entitled to receive only one (1) unit of RM200 Cash Back throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if a Category 2 Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i and satisfies the respective criteria in Clause 5(B)(ii) for both cards, the Category 2 Cardholder will only be entitled to one (1) unit of RM200 Cash Back.
- c. The RM200 Cash Back will be credited into the Category 2 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within ninety days (90) days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's credit card statement in the following month. *For avoidance of doubt, the RM200 Cash Back will be credited to the Participating HSBC Bank/HSBC Amanah Credit Card/-i that met the Criteria as per Table 1 above.*
- d. The maximum number of units of RM200 Cash Back to be given out under this Promotion is listed in Table 1 above.

**iii. RM100 Cash Back for Category 3 Cardholders**  
**("RM100 Cash Back")**

- a. **Category 3 Cardholders** stand to receive **RM100 Cash Back** when he/she uses his/her newly approved primary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in Table 1 above whether made in a single receipt or accumulated receipts within 60 days from the date of the welcome letter ("Spend Period").
- b. Each Category 3 Cardholder is entitled to receive only one (1) unit of RM100 Cash Back throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if a Category 3 Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i and satisfies the respective criteria in Clause 5(A)(iii) for both cards, the Category 3 Cardholder will only be entitled to one (1) unit of RM100 Cash Back.
- c. The RM100 Cash Back will be credited into the Category 3 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within ninety days (90) days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's credit card statement in the following month. *For avoidance of doubt, the RM100 Cash Back will be credited to the Participating HSBC Bank/HSBC Amanah Credit Card/-i that met the Criteria as per Table 1 above.*
- d. The maximum number of units of RM100 Cash Back to be given out under this Promotion is listed in Table 1 above.

**iv. RM50 Cash Back for Category 2 & 3 Supplementary Cardholders**

**("RM50 Cash Back")**

- a. **Supplementary Cardholders** stand to receive **RM50 Cash Back** when they use their supplementary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in Table 1 above whether made in a single receipt or accumulated receipts within 60 days from the date of the welcome letter ("Spend Period").
  - b. Each Supplementary Cardholder is entitled to receive ONE (1) unit of RM50 Cash Back, capped at a maximum of RM50 per Participating HSBC Bank/HSBC Amanah Credit Card/-i, on a first-come, first-served basis, subject to availability.
  - c. The RM50 Cash Back will be credited into the Eligible Cardholder's primary Participating HSBC Bank/HSBC Amanah Credit Card/-i account within ninety days (90) days after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's credit card statement in the following month. *For avoidance of doubt, the Cash Back will be fulfilled to the Participating HSBC Bank/HSBC Amanah Credit Card/-i that met the Criteria as per Table 1 above.*
  - d. The maximum number of units of RM50 Cash Back to be given out under this Promotion is listed in Table 1 above.
6. **Eligible Spend for the Promotion are those that are charged to the Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Cards/-i** during the 'Activation Period' and 'Spend Period' subject to Clauses 3, 4 & 5 above; and

**For Category 1, 2 and 3 Primary Cardholders, it:**

- (a) **Includes:** 0% instalment plans, Balance Transfer ('BT')\*, CIP, Internet transactions, local and overseas retail transactions, Cash Advance, standing instructions/auto-billing; and
- (b) **Excludes:** finance charges/ management fees, annual fee and goods and services tax;

**For Supplementary Cardholders, it:**

- (a) **Includes:** 0% instalment plans, Internet transactions, local and overseas retail transactions; and
- (b) **Excludes:** Balance Transfer ('BT'), Cash Instalment Plan ('CIP'), finance charges / management fees, annual fee and goods and services tax;

(hereinafter collectively referred to as the "**Eligible Spend**").

**\*For clarity, the Balance Transfer (BT) plans that Eligible Cardholders may take up under this Promotion are:**

- i. ***Amended HSBC Balance Transfer Programme 2015 at 0% interest rate p.a. for 6 months Terms and Conditions– Categories 1 and 2 Cardholders will enjoy 0% interest/management fee per annum for 6 months. The minimum and maximum amounts are RM1,000 up to 60% of the Eligible Cardholder's unutilised HSBC Credit Card/-i limit capped at RM75,000.***
  - ii. ***HSBC Balance Transfer Programme 2016 (B): (i) 0% interest rate p.a. for 3 months, (ii) 1.99% interest rate p.a. for 6 months Terms and Conditions apply- Eligible Cardholders who have been holding an HSBC Bank/HSBC Amanah Credit Card/-i for not more than 6 months may apply and will enjoy 0% interest/management fee per annum for 3 months or 1.99% interest/management fee per annum for 6 months. The minimum and maximum amounts are RM1,000 up to 60% of the Eligible Cardholder's unutilised HSBC Credit Card/-i limit.***
7. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time). In meeting the Criteria for Eligible Spend in the 'Activation Period' and 'Spend Period', all the Eligible Cardholders' spend are grouped equally into blocks of 60 days each, and first come, first served basis refers to Eligible Cardholders who first achieve the Criteria within the same 60 day bracket. For avoidance of doubt, the first Eligible Cardholder who achieves the accumulated spend within the 60 day bracket will be ranked first. Example, Eligible Cardholder A accumulated Eligible Spend on the 15th day of his 60 day bracket and Eligible Cardholder B accumulated Eligible Spend on the 8th day of her 60 day bracket. The Eligible Cardholder who will be ranked first is Eligible Cardholder B followed by Eligible Cardholder A.
8. The Cash Back to be given out under this Promotion are pooled together with **"Terms and Conditions HSBC Amanah April 2016 Promotion"** and are clearly listed in Table 1 above. HSBC Bank is the sole provider of all the Cash Back for this Promotion.

**CASH BACK TERMS & CONDITIONS**

9. At the time of crediting the primary Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account with the Cash Back, all the Participating HSBC Bank/HSBC Amanah Credit Card/-i account(s) of the Eligible Cardholders MUST NOT be delinquent, closed, and/or invalid or cancelled within HSBC Bank's/HSBC Amanah's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.

10. HSBC Bank / HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other or any third party's account.
11. Eligible Cardholders will receive notification of the Cash Back, if any, through their respective Participating HSBC Bank/HSBC Amanah Credit Card/-i's monthly credit card statement following the crediting of the Cash Back.

#### **GENERAL TERMS & CONDITIONS**

12. HSBC Bank / HSBC Amanah reserve the right to publish or display the name, Participating HSBC Bank/HSBC Amanah Credit Card/-i account number, NRIC, and city of residence and/or any of these details which are truncated of the Eligible Cardholders who have been selected to receive the Cash Back for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC Bank / HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
13. HSBC Bank / HSBC Amanah 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.
14. HSBC Bank / HSBC Amanah reserve the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.
15. HSBC Bank / HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
16. The Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
17. HSBC Bank / HSBC Amanah 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 Bank's / HSBC Amanah's records;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card statement(s);
  - d. display at its business premises; or
  - e. notice on HSBC Bank / HSBC Amanah's 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.
18. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Bank and HSBC Amanah, and also the Balance Transfer/Cash Instalment Plan terms and conditions. The UTCs and the Balance Transfer/Cash Instalment Plan terms and conditions are available at [www.hsbcom.my](http://www.hsbcom.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail insofar as they apply to this Promotion.
19. HSBC Bank / HSBC Amanah 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 Bank/HSBC Amanah.
20. HSBC Bank / HSBC Amanah reserve 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 Bank / HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Bank / HSBC Amanah 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.
21. HSBC Bank and HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's or HSBC Amanah'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 Bank or HSBC Amanah have been advised of the possibility of such loss or damage.
22. 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.
23. HSBC Bank's / HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the Cash Back recipients for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
24. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank / HSBC Amanah.