

TERMS & CONDITIONS

HSBC Biggest Start 2017 Cards Acquisition Promotion ("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** runs from **1st December 2016 to 28th February 2017**, both dates inclusive and is defined as the period when the customer applies for a primary/supplementary Participating HSBC Bank/HSBC Amanah Credit Cards/-i through HSBC mobile sales team/telesales/branch/website (**"Sign-Up Period"**); and
 - b. **Welcome Period** is defined as **60 days from the date of the welcome letter** (**"Welcome Period"**),

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

ELIGIBILITY

3. The Promotion is open to any individual who is a Malaysian resident who applies for any one or more of the following primary/supplementary HSBC Credit Card/-i(s) during the Sign up Period:
 - 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 Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i,

(hereinafter collectively referred to as the **"Participating HSBC Bank/HSBC Amanah Credit Cards/-i"**) but excludes the following categories of persons who are not eligible to participate in the Promotion:

 - i. Cardholders(s) who have cancelled his/her HSBC Credit Card/-i(s) within three (3) months before the date of application and is applying or re-applying for any Participating HSBC Bank/HSBC Amanah Credit Cards/-i under the Promotion;
 - ii. Cardholder(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;
 - iii. Cardholder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i; and
 - iv. Cardholder(s) who have participated or are participating in any other concurrent credit card sign-up promotions by HSBC,

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

PARTICIPATION CRITERIA

4. Eligible Cardholders must during the Promotion Period:-
 - a. **Apply for any Primary/Supplementary Participating HSBC Bank/HSBC Amanah Credit Cards/-i** through HSBC's mobile sales team/telesales/branch/website;
 - b. **Call to activate his/her Participating HSBC Bank/HSBC Amanah Credit Cards/-i** before using the newly approved credit card; and
 - c. **Use the Participating HSBC Bank/HSBC Amanah Credit Cards/-i on Eligible Spend** as per Clause 6 below within the Welcome Period.

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

- I. **Category 1 Cardholders : New Primary Cardholders*** of HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Visa Signature Credit Card; HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card and HSBC Amanah MPower Platinum Credit Card-i;
- II. **Category 2 Cardholders : Existing Primary Cardholders*** of HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card and HSBC Amanah MPower Platinum Credit Card-i;
- III. **Category 3 Cardholders : Supplementary Cardholders** of HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card and HSBC Amanah MPower Platinum Credit Card-i

* **New Primary Cardholder(s)** is defined as New-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholder who currently does not hold any existing HSBC Bank/HSBC Amanah Credit Card/-i.

* **Existing Primary Cardholder(s)** is defined as Existing-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholder who currently holds an existing HSBC Bank/HSBC Amanah Credit Card/-i and applies for a 2nd HSBC Bank/HSBC Amanah Credit Card/-i primary card.

THE OFFERS AND FULFILMENT CONDITIONS

5. Offers 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

No	Description	Eligible Cardholder	Offer	Criteria	Combined Maximum Units for both Participating HSBC Bank/HSBC Amanah Credit Cards/-i
A	Welcome Offer	<u>New Primary Cardholders</u> Category 1	<u>1x unit of</u> RM88 CASH BACK	<u>Spend a min of RM888 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	3,200 units
			<u>1x unit of</u> RM288 CASH BACK	<u>Spend a min of RM2,888 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	2,300 Units
			<u>1x unit of</u> RM488 CASH BACK	<u>Spend a min of RM4,888 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	2,100 Units
			<u>1x unit of</u> RM688 CASH BACK	<u>Spend a min of RM6,888 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	2,400 Units
		<u>Existing Primary Cardholders</u> Category 2	<u>1x unit of</u> RM150 CASH BACK	<u>Spend a min of RM1,500 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	2,800 units
		<u>Supplementary Cardholders</u> Category 3	<u>1x unit of</u> RM50 CASH BACK	<u>Spend a min of RM500 on Eligible Spend</u> (accumulated/single receipt) (as defined in Clause 6) within Welcome Period	1,900 units
B	Special Offer	<u>New Primary Cardholder</u> Category 1	Up to RM10,000 Cash Instalment Plan @2.88% p.a. interest /management fee for 12 Months	Apply for a Cash Instalment Plan of minimum RM1,000 together with the new credit card application to enjoy a 2.88% interest/management fee for 12 months.	2,800 units

		New Primary Cardholder Category 1	Up to RM10,000 0% p.a. Balance Transfer For 12 Months	Apply for a Balance Transfer of minimum RM1,000 together with the new credit card application to enjoy a 0% interest/management fee for 12 months.	6,000 units
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A. WELCOME OFFER

The maximum units of cash back to be given out under this Promotion are pooled together with “HSBC Amanah Biggest Start 2017 Cards Acquisition Promotion” and are clearly listed in Table 1 above. HSBC Bank is the sole provider of all the cash back for both promotions.

- i. **RM88 Cash Back/ RM288 Cash Back/ RM488 Cash Back/ RM688 Cash Back for Category 1 Cardholders**
 - a. A **Category 1 Cardholder** stands to receive either a **RM88 Cash Back/ RM288 Cash Back/ RM488 Cash Back/ RM688 Cash Back** when he/she uses his/her newly approved primary Participating HSBC Bank/HSBC Amanah Credit Cards/-i to meet the criteria in Table 1 above within the Welcome Period.
 - b. Each Category 1 Cardholder is entitled to receive only ONE (1) unit of cash back under this category throughout the Promotion Period on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Bank/HSBC Amanah Credit Cards/-i applied for.
 - c. The Cash Back will be credited into Category 1 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Cards/-i account within sixty days (60) days upon meeting the spend condition and this will be reflected in the Eligible Cardholder's credit card statement in the following month.
 - d. The maximum number of units of **RM88 Cash Back/ RM288 Cash Back/ RM488 Cash Back/ RM688 Cash Back** to be given out under this Promotion is listed in Table 1 above.
- ii. **RM150 Cash Back for Category 2 Cardholders**
 - a. A **Category 2 Cardholder** stands to receive **RM150 Cash Back** when he/she uses his/her newly approved primary Participating HSBC Bank/HSBC Amanah Credit Cards/-i to meet the criteria in Table 1 above within the Welcome Period.
 - b. Each Category 2 Cardholder is entitled to receive only ONE (1) unit of RM150 Cash Back under this category throughout the Promotion Period on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Bank/HSBC Amanah Credit Cards/-i applied for. For avoidance of doubt, if a Category 2 Cardholder applies for two (2) primary Participating HSBC Bank/HSBC Amanah Credit Cards/-i from Category 2 and satisfies the criteria in Clause 5(A) for Category 2 for both cards, that Cardholder will only be entitled to one (1) unit of RM150 Cash Back under Category 2.
 - c. The RM150 Cash Back will be credited into Category 2 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Cards/-i account within sixty days (60) days upon meeting the spend condition and this will be reflected in the Eligible Cardholder's credit card statement in the following month.
 - d. The maximum number of units of RM150 Cash Back to be given out under this Promotion is listed in Table 1 above.
- iii. **RM50 Cash Back for Category 3 Cardholders**
 - a. A **Category 3 Cardholder** stands to receive **RM50 Cash Back** when he/she uses his/her supplementary Participating HSBC Bank/HSBC Amanah Credit Cards/-i to meet the criteria in Table 1 above within the Welcome Period.
 - b. Each Category 3 Cardholder is entitled to receive ONE (1) unit of RM50 Cash Back under this category throughout the Promotion Period, on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Bank/HSBC Amanah Credit Cards/-i applied for.
 - c. The RM50 Cash Back will be credited into the Eligible Cardholder's primary Participating HSBC Bank/HSBC Amanah Credit Cards/-i account within sixty days (60) days upon meeting the spend condition 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 credited to the Participating HSBC Bank/HSBC Amanah Credit Cards/-i with the highest spending which met the criteria for Category 3 as per Table 1.
 - d. The maximum number of units of RM50 Cash Back to be given out under this Promotion is listed in Table 1 above.

B. SPECIAL OFFER

CASH INSTALMENT PLAN ("CIP") – UP TO RM10,000 AT 2.88% p.a. INTEREST/ MANAGEMENT FEE FOR 12 MONTHS

The maximum units of CIP to be given out under this Promotion that are pooled together with "HSBC Amanah Biggest Start 2017 Cards Acquisition Promotion", and are clearly listed in Table 1 above. HSBC Bank is the sole provider of all the CIP for both promotions.

- i. During the Promotion Period, the Eligible Cardholders may choose to apply for CIP for cash advance on his/her Participating HSBC Bank/HSBC Amanah Credit Cards/-i at 2.88% p.a. interest rate / management fee and repay the cash advanced amount ("**CIP Amount**") together with the applicable interest in equal monthly instalments for a repayment period of 12 months ("**CIP Tenure**") by completing the CIP portion of the HSBC Bank/HSBC Amanah Credit Card application form when applying for his/her Participating HSBC Bank/HSBC Amanah Credit Cards/-i. The approved CIP Amount will be credited to the Eligible Cardholder's nominated bank account ("**Nominated Bank Account**").
- ii. CIP Amount allowed for each Eligible Cardholder is up to the maximum of RM10,000 and the maximum number of units of CIP offered at 2.88% p.a. interest rate / management fee for repayment period of 12 months under this Promotion is 2,800 units as stipulated in Table 1 above.
- iii. To participate, the Eligible Cardholder must apply for the CIP:
 - By completing the CIP portion of the HSBC Bank/HSBC Amanah Credit Card application form
 - Select 2.88% p.a. interest rate/management fee for 12 months tenure
 - Provide details of his/her Nominated Bank Account. For avoidance of doubt, Nominated Bank Account refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the CIP Amount.
 - After the Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment.
- iv. Only One (1) CIP application is allowed per Eligible Cardholder regardless the number of Participating HSBC Bank/HSBC Amanah Credit Cards/-i applied by the Eligible Cardholders.
- v. Eligible Cardholders must have an active deposit account, either a sole or joint savings or current account with HSBC/HSBC Amanah or any other banking institutions licensed by Bank Negara Malaysia. The minimum amount for each CIP application is RM1,000 ("**Minimum Prescribed Amount**") and the CIP Amount approved should not exceed 60% or RM10,000 (as stipulated in Table 1) of the newly approved credit limit of the Eligible Cardholder's HSBC Bank/HSBC Amanah credit card/-i account ("**HSBC Credit Bank/HSBC Amanah Credit Card/-i Account**"), whichever is lower. In the event the CIP is applied together with a Balance Transfer ("**BT**") and the combined CIP Amount and the BT amount exceed 60% of the newly approved credit limit of the HSBC Credit Bank/HSBC Amanah Credit Card/-i Account, the application for BT will take priority for approval. In this instance, the CIP Amount will be reduced to not lower than RM1,000 or rejected should the CIP Amount is lower than RM1,000. The eligible amount for the CIP, is subject to the approved credit limit of the Eligible Cardholder's HSBC Bank/HSBC Amanah Credit Card/-i Account.
- vi. Eligible Cardholders who apply for a 2nd primary Participating HSBC Bank/HSBC Amanah Credit Card/-i and the CIP offer under this Promotion will be charged a one-time CIP interest/management fee of 2% from the total CIP amount taken if they use the CIP amount to pay their existing outstanding balance on their 1st HSBC Credit Card/-i.
- vii. HSBC Bank/HSBC Amanah may at its sole discretion to:
 - Approve the CIP Amount applied for therein; or
 - Approve the CIP Amount at a lower amount from what was applied for therein without further notification to the Eligible Cardholder at the time of approval; or
 - Decline the CIP application; as HSBC Bank/HSBC Amanah deems fit. HSBC Bank/HSBC Amanah is not obliged to assign any reason to the Eligible Cardholder in respect of the exercise of its discretion pursuant to this clause.

BALANCE TRANSFER ("BT") – UP TO RM10,000 AT 0% p.a. INTEREST/ MANAGEMENT FEE FOR 12 MONTHS

The maximum units of BT to be given out under this Promotion that are pooled together with "HSBC Amanah Biggest Start 2017 Cards Acquisition Promotion", and are clearly listed in Table 1 above. HSBC Bank is the sole provider of all the CIP for both promotions.

- i. During the Promotion Period, the Eligible Cardholders may choose to apply for BT by completing the BT portion of the HSBC Bank/HSBC Amanah Credit Card application form when applying for his/her Participating HSBC Bank/HSBC Amanah Credit Cards/-i to transfer the Eligible Cardholders' outstanding balance ("**Outstanding Balance**")* from other banks' and/or financial institutions' principal card account(s) held by them ("**Other Card Account(s)**") to his/her Participating HSBC Bank/HSBC Amanah Credit Cards/-i at 0% p.a. interest rate / management fee for a period of 12 months ("**BT Tenure**").

****Outstanding Balance** is the balance on the Eligible Customers' Other Card Account(s) which consist of the principal amount, accrued interest/finance charges and other charges as shown in the latest corresponding Other Card Account statement(s).*
- ii. The BT amount ("**BT Amount**") allowed for each Eligible Cardholder is up to the maximum of RM10,000 and the maximum number of units of BT offered at 0% p.a. interest rate / management fee for repayment period of 12 months under this Promotion is 6,000 units as stipulated in Table 1 above. Each Eligible Cardholder can choose to transfer Outstanding Balance from up to five (5) Other Card Account(s).
- iii. To participate, the Eligible Cardholder must apply for the BT:
 - By completing the BT portion of the HSBC Bank/HSBC Amanah Credit Card application form
 - Select 0% p.a. interest rate/management fee for 12 months tenure
 - Provide details of his/her Other Card Account(s). For avoidance of doubt, Other Card Account(s) refers to an active principal card account(s) held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the BT Amount.
 - After the Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the BT Tenure.
- iv. Only One (1) BT application is allowed per Eligible Cardholder regardless the number of Participating HSBC Bank/HSBC Amanah Credit Cards/-i applied by the Eligible Cardholders.
- viii. The minimum amount for a BT application is RM1,000 ("**Minimum Prescribed Amount**") and the BT Amount approved should not exceed 60% or RM10,000 (as stipulated in Table 1) of the newly approved credit limit of the Eligible Cardholder's HSBC Bank/HSBC Amanah credit card/-i Account, whichever is lower. The application for BT will take priority for approval in the event a CIP is applied together with a BT and the combined CIP Amount and the BT Amount exceed 60% of the newly approved credit limit of the HSBC Credit Bank/HSBC Amanah Credit Card/-i Account. In this instance, the CIP Amount will be reduced to not lower than RM1,000 or rejected should the CIP Amount is lower than RM1,000. The eligible amount for the BT, is subject to the approved credit limit of the Eligible Cardholder's HSBC Bank/HSBC Amanah Credit Card/-i Account.
- v. HSBC Bank/HSBC Amanah may at its sole discretion to:
 - Approve the BT amount applied for therein; or
 - Approve the BT at a lower amount from what was applied for therein without further notification to the Eligible Cardholder at the time of approval; or
 - Decline the BT application; as HSBC Bank/HSBC Amanah deems fit. HSBC Bank/HSBC Amanah is not obliged to assign any reason to the Eligible Cardholder in respect of the exercise of its discretion pursuant to this clause.
- vi. Upon successful transfer of the Outstanding Balance to the Eligible Cardholder's HSBC Bank and/HSBC Amanah Credit Card/-i Account ("**Approved Balance Transfer**") the BT plan shall be imposed on such Approved Balance Transfer from the date of approval of the balance transfer application and become part of the Eligible Cardholder's HSBC Bank and/HSBC Amanah Credit Card/-i Account Outstanding Balance**. Any other card transactions made by the Eligible Cardholder within the same month of Approved Balance Transfer will not incur finance charges/management fees.

****HSBC Credit Card/-i Account Outstanding Balance** is the HSBC Bank and/HSBC Amanah Credit Card/-i's outstanding balance which consists of the principal amount (inclusive of the Approved Balance

Transfer), accrued finance charges/management fee and other charges as shown in the latest corresponding HSBC Bank and/HSBC Amanah Credit Card/-i Account statement(s).

- vii. The Eligible Cardholder shall make the minimum payment of 5% on his/her HSBC Bank and/HSBC Amanah Credit Card/-i's Outstanding Balance. For the avoidance of any doubt, if the entire HSBC Bank and/HSBC Amanah Credit Card/-i's Outstanding Balance (including the Approved Balance Transfer) indicated in the HSBC Bank and/HSBC Amanah Credit Card/-i's statement is not fully paid by the due date, the applicable finance charges/management fee will be imposed on the Eligible Cardholder's card transactions from their respective posting date(s) until date of full payment of the entire HSBC Bank and/HSBC Amanah Credit Card/-i's Outstanding Balance.
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 'Welcome Period' subject to Clause 5 above; and
- Includes:** Internet transactions, local and overseas retail transactions, cash advance, Balance Transfer, Cash Instalment Plan, standing instructions/auto-billing; and
 - Excludes:** finance charges/ management fees and credit card annual fees,

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

7. Eligible Cardholders are ranked according to the date they achieve the criteria set out in Table 1 above within the Welcome Period; and first come, first-served basis refers to Eligible Cardholders who first achieve the criteria set out in Table 1 above at an earlier date as per the example in Table 2 below.

Table 2

Eligible Cardholder	Date of Welcome Letter	Date of Criteria Achieved	Ranking
A	15 Dec 2016	10 Jan 2017	3
B	15 Dec 2016	05 Jan 2017	2
C	20 Dec 2016	30 Dec 2016	1

CASH BACK TERMS & CONDITIONS

8. At the time of crediting the primary Eligible Cardholder's current/savings account and Participating HSBC Bank/HSBC Amanah Credit Cards/-i account with the cash back, all the Participating HSBC Bank/HSBC Amanah Credit Card/-i account(s) and current /savings account of the Eligible Cardholders 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 or any third party's account.

GENERAL TERMS & CONDITIONS

10. HSBC reserves the right to publish or display the name, picture and city of residence 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 shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
11. 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.
12. HSBC reserves the right to substitute the cash back with any other item of similar value at any time with 3 days prior notice.
13. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days' prior notice.
14. These 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.
15. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
- 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;
 - 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'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.
16. These 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, HSBC Cash Instalment Plan Programme terms and conditions (June 2016 Edition), and also HSBC Balance Transfer: Plan A: 3% interest in 1st month, 0% interest for next 5 months, Plan B: 8.99% interest p.a. for 12 months, Plan C: 5.99% interest p.a for 6 months Terms and Conditions. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my, HSBC Cash Instalment Plan Programme terms and conditions (June 2016 Edition) are available at www.hsbc.com.my/cip and www.hsbcamanah.com.my/cip, and HSBC Balance Transfer Programme terms and conditions are available at www.hsbc.com.my/bt and www.hsbcamanah.com.my/bt. In the event of inconsistency between these Terms and Conditions, the UTCs and/or HSBC Cash Instalment Plan Programme terms and conditions, these Terms and Conditions shall prevail insofar as they apply to this Promotion.
 17. 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.
 18. 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.
 19. 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.
 20. 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.
 21. HSBC'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 and BT/CIP applicants 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.
 22. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.