

TERMS & CONDITIONS

HSBC July Acquisition 2016 Promotion (July 2016) ("Promotion")

The amendments made to this Promotion is stated in **to Clauses 5B (vi) underlined and bold below**. This amended Terms and Conditions for HSBC July Acquisition Promotion 2016 ("Promotion") ("this Terms and Conditions") will supersede the existing, pre-amended Terms and Conditions with effect from the following dates until the end of the Promotion Period:

01 July 2016 – for Eligible Cardholders of this Promotion who signs up from 01 July 2016 to 13 July 2016.

14 July 2016 – for Eligible Cardholders of this Promotion who signed up from 14 July 2016 to 30 September 2016

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 July 2016 to 30th September 2016, 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 30 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 Visa 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:

- 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. Holder(s) of HSBC Bank/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
- iii. 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;
- iv. Holder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i; and
- v. 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 Card/-i** through HSBC's mobile sales team/telesales/branch/website;
 - b. **Call to activate his/her Participating HSBC Bank/HSBC Amanah Credit Card/-i** before using the newly approved credit card; and
 - c. **Use the Participating HSBC Bank/HSBC Amanah Credit Card/-i on Eligible Spend** as per Clause 6 below within Welcome Period.

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

- i. **Category 1 Cardholder : Primary 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 : Primary Cardholders** of HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, 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 and HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Platinum Credit Card-i

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	Maximum Units
A	Welcome Offer	<u>Primary Cardholders</u> Category 1	<u>1x unit of RM80 CASH BACK</u>	<u>Swipe one time (1x) of minimum RM50 on Eligible Spend (as defined in Clause 6) within Welcome Period</u>	3,000
		<u>Primary Cardholders</u> Category 2	<u>1x unit of RM50 CASH BACK</u>	<u>Swipe one time (1x) of minimum RM50 on Eligible Spend (as defined in Clause 6) within Welcome Period</u>	10,600
		<u>Supplementary Cardholders</u> Category 3	<u>1x unit of RM50 CASH BACK</u>	<u>Swipe four times (4x) of minimum RM50 per swipe on Eligible Spend (as defined in Clause 6) within Welcome Period</u>	4,200
		<u>Branch Bundled Offer</u> Category 1&2 Cardholder	<u>1x unit of RM100 CASH BACK</u> (RM50 Credited into the new savings account and the balance RM50 Credited into the approved HSBC Credit Card/-i account)	<u>Sign up for any Current/Savings Account AND a New Primary HSBC Credit Card/-i.</u> Upon approval of HSBC Credit Card/-i, <u>swipe one time (1x) of minimum RM50 on Eligible Spend (as defined in Clause 6) within Welcome Period</u>	6,000
B	CIP Offer	<u>Primary Cardholder</u> Category 1&2	Up to <u>RM10,000</u> 0% CIP for 15 Months	Apply for a <u>Cash Instalment Plan ("CIP")</u> of minimum RM1,000 together with the new credit card application to enjoy a 0% interest/management fee for 15 months.	6,780

A. WELCOME OFFER

If Categories 1, 2 and 3 Cardholders apply for multiple Participating HSBC Bank/HSBC Amanah Credit Card/-i which fall under different categories, the Eligible Cardholders will be entitled to the Cash Back from the highest category only, i.e. from Category 1 to 3 in a descending order.

i. **RM80 Cash Back for Category 1 Cardholders**

- a. **Category 1 Cardholder** stands to receive **RM80 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 within Welcome Period.
- b. Each Category 1 Cardholder is entitled to receive only ONE (1) unit of RM80 Cash Back under this Category throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if Category 1 Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i, both from Category 1 or from Categories 1 and 2, and satisfies the respective criteria in Clause 5(A) for both cards, the Cardholder will only be entitled to one (1) unit of RM80 Cash Back under Category 1.
- c. The RM80 Cash Back will be credited into Category 1 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within sixty days (60) 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 RM80 Cash Back to be given out under this Promotion is listed in Table 1 above.

ii. **RM50 Cash Back for Category 2 Cardholders**

- a. **Category 2 Cardholder** stands to receive **RM50 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 within Welcome Period.
- b. Each Category 2 Cardholder is entitled to receive only ONE (1) unit of RM50 Cash Back under this Category throughout the Promotion Period on a first-come, first-served basis, subject to availability. For avoidance of doubt, if Category 2 Cardholder applies for two (2) primary Participating HSBC Bank/ HSBC Amanah Credit Card/-i from Category 2 and satisfies the respective criteria in Clause 5(A) for both cards, the Cardholder will only be entitled to one (1) unit of RM50 Cash Back under Category 2.
- c. The RM50 Cash Back will be credited into Category 2 Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account within sixty days (60) 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.*
- d. The maximum number of units of RM50 Cash Back to be given out under this Promotion is listed in Table 1 above.

iii. **RM50 Cash Back for Category 3 Cardholders**

- a. **Category 3 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 within Welcome Period.
- b. Each Category 3 Cardholder is entitled to receive ONE (1) unit of RM50 Cash Back under this Category, 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 sixty days (60) 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.*
- d. The maximum number of units of RM50 Cash Back to be given out under this Promotion is listed in Table 1 above.

iv. **RM100 Cash Back for Branch Bundled Offer**

- a. Category 1 & 2 Cardholders who open any Current/Savings account and signs-up for a new Primary HSBC Bank/HSBC Amanah Credit Card/-i at any HSBC branch on the same day stand to receive RM100 Cash when they use their Primary Participating HSBC Bank/HSBC Amanah Credit Card/-i to meet the Criteria in the Table 1 above within Welcome Period.
- b. The RM100 Cash Back will be credited as follows:- RM50 Cash Back into the newly opened Current/Savings account and the balance RM50 Cash Back into the newly approved HSBC Credit Card/-i.
- c. Each Category 1 & 2 Cardholder is entitled to receive ONE (1) unit of RM100 Cash Back, capped at a maximum of RM100 per Participating HSBC Bank/HSBC Amanah Credit Card/-i, on a first-come, first-served basis, subject to availability.
- d. The RM100 Cash Back will be credited within sixty days (60) after the end of the Promotion Period and this will be reflected in the Eligible Cardholder's Current/Savings account statement and Participating HSBC Bank/HSBC Amanah credit card/-i account statement the following month.
- e. The maximum number of units of RM100 Cash Back to be given out under this Promotion is listed in Table 1 above.

B. CASH INSTALMENT PLAN ("CIP") – UP TO RM10,000 AT 0% INTEREST/ MANAGEMENT FEE FOR 15 MONTHS

- i. During the Promotion Period, Eligible Cardholders will get to enjoy 0% interest/management fee rate on the CIP Amount for a tenure of 15 months.
 - ii. Each customer can only apply up to RM10,000 of CIP under this CIP offer. The maximum number of units of CIP at 0% for 15 months to be allowed under this Promotion is listed in Table 1 above.
 - iii. To participate, the Eligible Cardholder must apply for the CIP offer :
 - By completing the CIP application in the HSBC Credit Card application form
 - Select 0% interest rate/management fee for 15 months tenure
 - Provide details of his/her nominated Bank Account ("Nominated Bank Account"). For avoidance of doubt, Nominated Bank Account refers to an active bank account with any other banking institutions 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 and/or the CIP Monthly Instalment.
 - iv. Only One (1) CIP application is allowed per Eligible Cardholder.
 - v. Eligible Cardholders must have an active deposit account, either a sole / joint savings or current account with HSBC 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 of the newly approved credit limit of the Eligible Cardholder's HSBC credit card account ("HSBC Credit Card Account"), whichever is lower. The eligible amount for the CIP, is subject to the approved Credit Limit of the Eligible Cardholder's HSBC Credit Card account.
 - vi. Eligible Cardholders who apply for a 2nd primary HSBC 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 may at its sole discretion:
 - Approve the CIP amount applied for therein; or
 - Approve the CIP 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 deems fit. HSBC is not obliged to assign any reason to the Eligible Cardholder in respect of the exercise of its discretion pursuant to this clause.
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
- a. **Includes:** Internet transactions, local and overseas retail transactions, Cash Advance, standing instructions/auto-billing; and
 - b. **Excludes:** finance charges/ management fees and credit card annual fees;

(hereinafter collectively referred to as the “Eligible Spend”).

7. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time). In meeting the Criteria for Eligible Spend in the ‘Welcome Period’, all the Eligible Cardholders’ spend are grouped equally into blocks of 30 days each and first come, first served basis refers to Eligible Cardholders who achieved the Criteria first within the same 30 day bracket. For avoidance of doubt, the first Eligible Cardholder who achieved the accumulated swipe within the 30 day bracket will be ranked first. Example, Eligible Cardholder A swipe on the 15th day of his 30 day bracket and Eligible Cardholder B accumulated swipe on 8th day of her 30 day bracket. The Eligible Cardholder who will be ranked first is Eligible Cardholder B followed by Eligible Cardholder A.
8. The maximum units of Cash Back to be given out under this Promotion that are pooled together with “HSBC Amanah July Acquisition 2016 Promotion (July 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 Current/Savings account and HSBC Bank/HSBC Amanah Credit Card/-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, dormant or cancelled within HSBC’s definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
10. 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

11. HSBC reserve 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.
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 reserve the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.
14. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
15. 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.
16. 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’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.
17. 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, and also HSBC Cash Instalment Plan Programme terms and conditions (June 2016 Edition). The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my and 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. In the event of inconsistency between these Terms and Conditions and the UTCs or Cash Instalment Plan Programme terms and conditions, these Terms and Conditions shall prevail insofar as they apply to this Promotion.

18. 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.
19. HSBC 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 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.
20. 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.
21. 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.
22. 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 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.
23. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.