

## TERMS & CONDITIONS

### HSBC Happy Rewards Acquisition Promotion ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as "**HSBC Bank**" and HSBC Amanah Malaysia Berhad (Company No. 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 Credit Card(s)/-i**".

#### PROMOTION PERIOD

2. Subject to Clause 4 hereunder, the Promotion comprises of the following periods:
  - a. **Sign-Up Period** runs from **08 December 2017 to 28 February 2018**, both dates inclusive and is defined as the period when the customer applies for a primary/supplementary Participating HSBC Credit Card(s)/-i (defined in Clause 3 below) through HSBC mobile sales team/telesales/branch/website ("**Sign-Up Period**");
  - b. **Welcome Period (I)** is defined as 30 days from the date of the welcome letter ("**Welcome Period (I)**"); and
  - c. **Welcome Period (II)** is defined as 60 days from the date of the welcome letter ("**Welcome Period (II)**");(hereinafter collectively referred to as the "**Promotion Period**").

#### ELIGIBILITY

3. Subject to Clause 5 hereunder, this Promotion is open to any individual who is a Malaysian resident who, during the **Sign-Up Period**, applies for any one or more of the following primary/supplementary HSBC Credit Cards/-i:
  - i. **HSBC Bank Credit Cards:** HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
  - ii. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Amanah MPower Visa Credit Card-i;(collectively known as the "**Participating HSBC Credit Card(s)/-i**").
4. Notwithstanding Clause 2 above, the Sign-Up Period for HSBC Premier Travel Credit Card shall run from **1 January 2018 to 28 February 2018**, both dates inclusive.
5. The following categories are not eligible to participate in this Promotion:
  - i. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within three (3) months before the date of application and is applying or re-applying for any Participating HSBC Credit Card(s)/-i under this Promotion;
  - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
  - iii. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i; and
  - iv. Cardholder(s) who have participated or are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels either by HSBC or authorized third parties;

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

#### **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 Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i and HSBC Amanah MPower Visa 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 Premier Travel Credit Card, HSBC Visa Signature Credit Card,

HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i and HSBC Amanah MPower Visa 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 Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i and HSBC Amanah MPower Visa Credit Card-i.

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

**\*Existing Primary Cardholder** is defined as existing primary HSBC Credit Cardholder who currently holds an existing primary HSBC Credit Card(s)/-i and applies for another new primary HSBC Credit Card(s)/-i.

**\*Supplementary Cardholder** is defined as new or existing primary/supplementary HSBC Credit Cardholder who applies for any supplementary Participating HSBC Credit Card(s)/-i.

## PARTICIPATION CRITERIA

6. Eligible Cardholders must during the Promotion Period:-
- Apply for any primary/supplementary Participating HSBC Credit Card/-i through HSBC mobile sales team/telesales/branch/website;
  - Call to activate his/her newly approved Participating HSBC Credit Card/-i and create pin according to the activation steps in the welcome letter; and
  - Use his/her Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 7 below) in accordance with the Eligibility Criteria as set out in Table 1, Table 2 and Table 3 below;

(the “Participation Criteria”).

## ELIGIBLE SPEND

7. Eligible Spend for the Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i subject to Clause 8 below; and
- includes:** local and overseas retail transactions (including online transactions); and
  - excludes:** Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), standing instructions/non-online auto-billing, interest charges, finance charges/management fees, credit card annual fees and the Goods and Services Tax on the annual fees;

(the “Eligible Spend”).

## PROMOTION OFFERS & FULFILMENT CONDITIONS

8. Offers under this Promotion are separate and distinct, with different Eligibility Criteria to be fulfilled by each category of Eligible Cardholders as per Table 1, 2 & 3 below.

**TABLE 1 : NEW PRIMARY CARDHOLDERS**  
**WELCOME OFFER (A) : GET CASH BACK**

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Welcome Offer (A)	New Primary Cardholders Category 1	1x unit of <b>RM288</b> CASH BACK	Within <b>Welcome Period (I)</b> : <u>Spend a minimum of <b>RM1,000</b> on Eligible Spend (single/cumulative receipts)</u>	<b>4,600</b> Units
		1x unit of <b>RM228</b> CASH BACK	Within <b>Welcome Period (II)</b> : <u>Spend a minimum of <b>RM1,000</b> on Eligible Spend (single/cumulative receipts)</u>	<b>5,200</b> Units

**TABLE 2 : EXISTING PRIMARY CARDHOLDERS/SUPPLEMENTARY CARDHOLDERS**  
**WELCOME OFFER (B) : GET CASH BACK**

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Welcome Offer (B)	<u>Existing Primary Cardholders</u> Category 2	<b>1x unit of RM100 CASH BACK</b>	Within <b>Welcome Period (II)</b> : <u>Spend a minimum of RM1,000 on Eligible Spend (single/cumulative receipts)</u>	<b>4,500</b> Units
	<u>Supplementary Cardholders</u> Category 3	<b>1x unit of RM50 CASH BACK</b>	Within <b>Welcome Period (II)</b> : <u>Spend a minimum of RM500 on Eligible Spend (single/cumulative receipts)</u>	<b>3,000</b> Units

**TABLE 3 : NEW PRIMARY CARDHOLDERS**  
**SPECIAL OFFER : 3.88% p.a. CASH INSTALMENT PLAN/0% p.a. BALANCE TRANSFER**

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Special Offer	<u>New Primary Cardholders</u> Category 1	<b>Cash Instalment Plan @ 3.88% p.a.</b> interest rate/management fee for 12 Months	Apply for a <u>Cash Instalment Plan</u> of minimum RM1,000 together with the new credit card/-i application <u>to enjoy a one time only Cash Instalment Plan at 3.88% p.a. interest rate/management fee for 12 months.</u>	<b>N/A</b>
		<b>0% p.a. Balance Transfer</b> For 12 Months	Apply for a <u>Balance Transfer</u> of minimum RM1,000 to maximum RM10,000 together with the new credit card/-i application <u>to enjoy a one time only Balance Transfer at 0% p.a. interest rate/management fee for 12 months.</u>	<b>3,000</b> Units

## WELCOME OFFER (A)

### (i) RM288 Cash Back/RM228 Cash Back for Category 1 New Primary Cardholders

*The maximum units of Cash Back to be given out under this Promotion are pooled together with the "HSBC Amanah Happy Rewards Acquisition Promotion" and are listed in Table 1 above. HSBC is the sole provider of all the units of Cash Back for both Promotions.*

- a. A **Category 1 Cardholder** stands to receive either one (1) unit of **RM288 Cash Back or RM228 Cash Back** when the newly approved primary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 6 and the Eligibility Criteria in Table 1 above.
- b. Each Category 1 Cardholder is entitled to receive only 1 unit of Cash Back throughout the Promotion Period on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.  
*For avoidance of doubt, if a Category 1 Cardholder applies for 2 primary Participating HSBC Credit Cards/-i and satisfies the criteria in Table 1 above for both cards, that Cardholder will only be entitled to 1 unit of Cash Back as per Table 1 above.*
- c. The Cash Back will be credited into the Category 1 Cardholder's Participating HSBC Credit Card/-i account which first satisfies the Eligibility Criteria in Table 1 above. Crediting of the Cash Back will be made within 60 days after the end of the Promotion Period and this will be reflected in the Category 1 Cardholder's Participating HSBC Credit Card/-i statement in the following month.
- d. The maximum units of **RM288 Cash Back and RM228 Cash Back** to be given out under this Promotion are listed in Table 1 above.
- e. Subsequent year annual fee will be waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i\*\* at least once in a month for consecutive 12 months.
- f. Where Category 1 Cardholder signed up for CIP and/or BT under Special Offers (iv) and (v) below:

- (i) the first year annual fee of the Participating HSBC Credit Card/-i will be imposed unless the Category 1 Cardholder activates his/her Participating HSBC Credit Card/-i within 180 days from the date of the welcome letter; and
- (ii) Subsequent year annual fee will be waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i\*\* at least once in a month for consecutive 12 months.

## **WELCOME OFFER (B)**

### **(ii) RM100 Cash Back for Category 2 Existing Primary Cardholders**

*The maximum units of RM100 Cash Back to be given out under this Promotion are pooled together with the "HSBC Amanah Happy Rewards Acquisition Promotion" and are listed in Table 2 above. HSBC is the sole provider of all the units of RM100 Cash Back for both Promotions.*

- a. A **Category 2 Cardholder** stands to receive one (1) unit of **RM100 Cash Back** when the newly approved primary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 6 and Eligibility Criteria in Table 2 above.
- b. Each Category 2 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, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.  
*For avoidance of doubt, if a Category 2 Cardholder applies for 2 primary Participating HSBC Credit Cards/-i and satisfies the criteria in Table 2 above for both cards, that Cardholder will only be entitled to 1 unit of RM100 Cash Back.*
- c. The RM100 Cash Back will be credited into Category 2 Cardholder's Participating HSBC Credit Card/-i account which first satisfies the Eligibility Criteria in Table 2 above. Crediting of the RM100 Cash Back will be made within 60 days after the end of the Promotion Period and this will be reflected in the Category 2 Cardholder's Participating HSBC Credit Card/-i statement in the following month.
- d. The maximum units of **RM100 Cash Back** to be given out under this Promotion is listed in Table 2 above.
- e. Subsequent year annual fee will be waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i\*\* at least once in a month for consecutive 12 months.

**For HSBC Premier Travel Credit Card, subsequent year annual fee is waived upon annual minimum spending of RM45,000.
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### **(iii) RM50 Cash Back for Category 3 Supplementary Cardholders**

*The maximum units of RM50 Cash Back to be given out under this Promotion are pooled together with the "HSBC Amanah Happy Rewards Acquisition Promotion" and are listed in Table 2 above. HSBC is the sole provider of all the units of RM50 Cash Back for both Promotions.*

- a. A **Category 3 Cardholder** stands to receive one (1) unit of **RM50 Cash Back** when the newly approved supplementary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 6 and the Eligibility Criteria in Table 2 above.
- b. Each Category 3 Cardholder is entitled to receive only one (1) unit of **RM50 Cash Back** throughout the Promotion Period on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
- c. The RM50 Cash Back will be credited into Category 3 Cardholder's primary Participating HSBC Credit Card/-i account within 60 days after the end of the Promotion Period and this will be reflected in the Category 3 Cardholder's Credit Card/-i statement in the following month.  
*For avoidance of doubt, the RM50 Cash Back will be credited to the supplementary Participating HSBC Credit Card/-i account which first met the criteria for Category 3 as per Table 2.*
- d. The maximum units of **RM50 Cash Back** to be given out under this Promotion is listed in Table 2 above.

## **SPECIAL OFFER FOR CATEGORY 1 CARDHOLDER ONLY (items (iv) and (v) below)**

### **(iv) CASH INSTALMENT PLAN ("CIP") AT 3.88% p.a. INTEREST RATE/MANAGEMENT FEE FOR 12 MONTHS**

- i. The Category 1 Cardholder may apply for CIP for cash advance on his/her Participating HSBC Credit Card(s)/-i at 3.88% p.a. interest rate/management fee and repay the cash advanced amount ("**CIP Amount**") together with the applicable interest/management fee in equal monthly instalments ("**CIP Monthly Instalment**") for a repayment period of 12 months ("**CIP Tenure**").
- ii. To participate in this special offer for CIP, the Category 1 Cardholder must apply for the CIP during his/her application for the primary Participating HSBC Credit Card(s)/i:
  - a. By completing the CIP portion of the HSBC Credit Card Application Form.
  - b. At 3.88% p.a. interest rate/management fee for 12 months tenure.
  - c. Provide details of his/her Nominated Bank Account. '**Nominated Bank Account**' refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Category 1 Cardholder to receive the transfer of the CIP Amount.
  - d. After the Category 1 Cardholder makes the above selections and nomination at the point of application, the Category 1 Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment.
- iii. Only one (1) CIP application is allowed per Category 1 Cardholder regardless of the number of Participating HSBC Credit Card(s)/-i applied for by the Category 1 Cardholder under this Promotion.
- iv. The minimum CIP Amount for each CIP application is RM1,000 and shall not exceed 60% of the newly approved credit limit of Category 1 Cardholder's Participating HSBC Credit Card/-i.
- v. In the event the CIP is applied together with a BT (defined below) and the combined CIP Amount and the BT amount exceeds 60% of the newly approved credit limit of Category 1 Cardholder's Participating HSBC Credit Card/-i, the application for BT shall 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 be lower than RM1,000. The eligible CIP Amount is subject to the approved credit limit of the Category 1 Cardholder's Participating HSBC Credit Card/-i after taking into account the approved BT amount.
- vi. The transfer of the approved CIP Amount to Category 1 Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of the welcome letter, notwithstanding that the Category 1 Cardholder's Participating HSBC Credit Card/-i Account may remain inactive. The Category 1 Cardholder will be notified of his/her approved CIP via SMS or letter sent to the Category 1 Cardholder's mobile phone number or address respectively maintained in HSBC's records.
- vii. HSBC may at its sole discretion:
  - a. Approve the CIP Amount applied for therein; or
  - b. Approve the CIP Amount at a lower amount from what was applied for therein without further notification to the Category 1 Cardholder at the time of approval; or
  - c. Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Category 1 Cardholder with regard to the exercise of its discretion pursuant to this clause.

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

The maximum units of BT to be given out under this Promotion are pooled together with the "HSBC Amanah Happy Rewards Acquisition Promotion" and are listed in Table 3 above. HSBC is the sole provider of all the units of BT for both Promotions.

- i. The Category 1 Cardholder when applying for his/her Participating HSBC Credit Card(s)/-i, may apply for a Balance Transfer ("**BT**") to transfer the Category 1 Cardholder's outstanding balance ("**Outstanding Balance**")<sup>^</sup> from other Malaysian banks' and/or financial institutions' principal credit card/-i account(s) held by them ("**Other Card Account(s)**")<sup>^^</sup> to his/her approved Participating HSBC Credit Card(s)/-i account at 0% p.a. interest rate/management fee for a period of 12 months ("**BT Tenure**").  
<sup>^</sup>**Outstanding Balance** is the balance on the Category 1 Cardholder's Other Card Account(s) which consists of the principal amount, accrued finance charges/management fees and other charges as shown in the latest corresponding Other Card Account Statement(s). For the avoidance of doubt, a Category 1 Cardholder is allowed to transfer Outstanding Balance from up to 5 Other Card Accounts. The Outstanding Balance amount transferred will be referred to as the balance transfer amount ("**BT Amount**").

***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 Category 1 Cardholder to receive the BT Amount.

- ii. The BT Amount allowed for each Category 1 Cardholder under this Promotion is for a minimum of RM1,000 up to a maximum of RM10,000 subject to a limit of 60% of the approved credit limit of the Participating HSBC Credit Card/-i of the Category 1 Cardholder. The maximum number of units of BT offered at 0% p.a. interest rate/management fee for repayment period of 12 months is stipulated in Table 3 above.
- iii. To participate in this special offer for BT, the Category 1 Cardholder must apply for the BT during his/her application for the primary Participating HSBC Credit Card(s)/i:
  - a. By completing the BT portion of the HSBC Credit Card Application Form.
  - b. At 0% p.a. interest rate/management fee for 12 months tenure.
  - c. Provide details of his/her Other Card Account(s).
  - d. After the Category 1 Cardholder makes the above selections and nomination at the point of application, the Category 1 Cardholder will not be able to change/alter the BT Amount and BT Tenure.
- iv. Only one (1) BT application is allowed per Category 1 Cardholder throughout the Promotion Period on a first-come, first-served basis, subject to availability, regardless of the number of Participating HSBC Credit Card(s)/-i applied for by the Category 1 Cardholder.
- v. In the event a CIP is applied together with a BT and the combined CIP Amount and the BT Amount exceeds 60% of the approved credit limit of Category 1 Cardholder's Participating HSBC Credit Card/-i, 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 be lower than RM1,000. The eligible BT Amount, is subject to the approved credit limit of the Category 1 Cardholder's Participating HSBC Credit Card/-i Account.
- vi. HSBC may at its sole discretion:
  - a. Approve the BT amount applied for therein; or
  - b. Approve the BT at a lower amount from what was applied for therein without further notification to the Category 1 Cardholder at the time of approval; or
  - c. Decline the BT application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Category 1 Cardholder with regard to the exercise of its discretion pursuant to this clause.
- vii. The transfer of the approved BT Amount to Category 1 Cardholder's Other Card Account(s) ("**Approved Balance Transfer**") will commence within fourteen (14) working days from the date of the welcome letter notwithstanding that the Participating HSBC Credit Card/-i Account may remain inactive. HSBC reserves the right at its absolute discretion, to defer the effect of the Approved Balance Transfer without assigning any reason whatsoever.
- viii. Payment for the Approved Balance Transfer will be made in any manner deemed appropriate by HSBC including, but not limited to, payment by cheques and the Category 1 Cardholders are not allowed to collect the said cheques from HSBC.
- ix. The BT plan shall be imposed and become part of the Category 1 Cardholder's Participating HSBC Credit Card/-i Account Outstanding Balance\*\* from the date of approval of the BT application.  
**\*\*Participating HSBC Credit Card/-i Account Outstanding Balance** is the Category 1 Cardholder's Participating HSBC Credit Card/-i outstanding balance which consists of the principal amount (inclusive of the BT Amount), accrued finance charges/management fees and other charges if any as shown in the latest corresponding Participating HSBC Credit Card/-i Account Statement(s).
- x. The Category 1 Cardholder shall make the minimum payment of 5% on his/her Participating HSBC Credit Card/-i's Outstanding Balance. If the entire Participating HSBC Credit Card/-i's Outstanding Balance (including the BT Amount) indicated in the Participating HSBC Credit Card/-i's statement is not fully paid by the due date, the applicable finance charges/management fees will be imposed on the Category 1 Cardholder's card transactions from their respective posting date(s) until date of full payment of the entire Participating HSBC Credit Card/-i's Outstanding Balance.
- xi. The Category 1 Cardholder is not allowed to transfer the BT Amount to any other bank or financial institution during the BT Tenure.
- xii. The Category 1 Cardholders who succeed in their BT applications will not be able to utilise the Cash Advance function of their Participating HSBC Credit Card/-i until the total outstanding BT Amount has been repaid in full.

## CASH BACK CONDITIONS

9. At the time of crediting the primary Eligible Cardholder's Participating HSBC Credit Card(s)/-i account with the Cash Back, all the Participating HSBC Credit Card(s)/-i account(s) of the 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.
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 account or any third party's account.
11. Eligible Cardholders for Categories 1, 2 and 3 are ranked according to the date and time (Malaysia Time) they meet the Eligibility Criteria set out in Table 1 and Table 2 above and shall be on a first come, first-served basis.

## GENERAL TERMS & CONDITIONS

12. 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.
13. 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.
14. HSBC reserves the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.
15. HSBC reserves the right at its absolute discretion 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.
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 internet website(s);where such notices shall be deemed to be effective on and from the 4<sup>th</sup> 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
17. 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, HSBC Cash Instalment Plan Generic Programme Terms and Conditions and Amended HSBC Balance Transfer Programme 2017 Terms and Conditions. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my), the HSBC Cash Instalment Plan Generic Programme Terms and Conditions are available at [www.hsbc.com.my/cip](http://www.hsbc.com.my/cip) and [www.hsbcamanah.com.my/cip](http://www.hsbcamanah.com.my/cip), while the Amended HSBC Balance Transfer Programme 2017 Terms and Conditions are available at [www.hsbc.com.my/bt](http://www.hsbc.com.my/bt) and [www.hsbcamanah.com.my/bt](http://www.hsbcamanah.com.my/bt). 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.
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 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.
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 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.
23. By participating in this Promotion, the Eligible Cardholder agrees to be bound by this Promotion's Terms and Conditions and the decisions of HSBC.