

TERMS & CONDITIONS
HSBC 2019 CREDIT LIMIT INCREASE CASH BACK 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**”.

PROMOTION PERIOD

2. “HSBC 2019 Credit Limit Increase Cash Back Promotion” (“**Promotion**”) shall run from 1 January 2019 to 31 December 2019, both dates inclusive (“**Promotion Period**”).

ELIGIBILITY

3. The Promotion is open to all primary cardholders of:-
 - a. HSBC Bank Credit Cards: 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 MPower Platinum Credit Card-i,

(collectively, the “**Participating HSBC Credit Cards/-i**”)

who receives an invitation to participate in the Promotion from HSBC via any of the following channels:

- i. SMS message; or
- ii. Tele-Marketing team; or
- iii. HSBC branches

(collectively, the “**Application Channels**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of Eligible HSBC Credit Cards/-i that are not issued in Malaysia;
- ii. Cardholder(s) of invalid or cancelled Eligible HSBC Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition during the Promotion Period;
- iii. Cardholder(s) of company and/or corporate HSBC Credit Cards/-i;
- iv. Cardholder(s) of Eligible HSBC Credit Cards/-i who are participating in any other concurrent HSBC Credit Cards/-i promotions via any channels by HSBC or authorised 3rd parties; and
- v. Permanent and/or contract employees of HSBC Bank, HSBC Amanah, HSBC (Malaysia) Trustee Bhd (Company No. 1281-T), HSBC Amanah Takaful (Malaysia) Bhd (Company No. 731530-M), The Hongkong & Shanghai Banking Corporation Limited, Offshore Banking Unit Labuan (Company No. 910004C), HSBC Electronic Data Processing Centre (Malaysia) Sdn Bhd and HSBC Software Development (Malaysia) Sdn Bhd including their subsidiaries and related companies,

(collectively the “**Eligible Cardholder**”).

PARTICIPATION CRITERIA

4. The Eligible Cardholder must apply for and submit a Credit Limit Increase (“**CLI**”) application supported with the Eligible Cardholder’s latest income documentation (“**CLI Application**”) via any Application Channels during the Promotion Period (the “**Participation Criteria**”).

CASH BACK TERMS & CONDITIONS

5. Eligible Cardholder who satisfies the Participation Criteria in Clause 4 will receive a RM50 Cash Back within 90 calendar days from the day the CLI Application is approved by HSBC, on a first come, first served basis.
6. The maximum Cash Back amount allocated for this Promotion is RM300,000 which is pooled together with the "HSBC Amanah 2019 Credit Limit Increase Cash Back Promotion". HSBC Bank is the sole provider for the Cash Back in the Promotions.
7. For avoidance of any doubt, the CLI Application applied for by an Eligible Cardholder during the Promotion Period must be approved by HSBC not later than 31 January 2020 (inclusive) to be entitled to receive the Cash Back.
8. Cash Back will only be given to the first CLI Application approved and which satisfies the Participation Criteria during the Promotion Period regardless of the number of CLI Application submitted and approved with a different Participating HSBC Credit Cards/-i throughout the Promotion Period.
9. Cash Back will be credited into the Participating HSBC Credit Cards/-i account, to which the first CLI Application is approved and satisfies the Participation Criteria (if any). The Eligible Cardholder will be notified of the Cash Back, if any, through the Participating HSBC Credit Cards/-i's monthly credit card statement that follows after the date of crediting the Cash Back.

GENERAL TERMS & CONDITIONS

10. At the time of fulfilment of the Cash Back and during the Promotion Period, all the Participating HSBC Credit Card/-i Eligible Cardholder MUST NOT show any record(s) of delinquency, invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
11. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholder.
12. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received in this Promotion.
13. HSBC reserves the right to substitute the Cash Back with any 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. These Terms and Conditions 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:
 - 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);
 - 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. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far 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 recipient of the Cash Back 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.