

TERMS & CONDITIONS
HSBC GET NOW 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”, collectively referred to as “HSBC”.

THE PROMOTION PERIOD

2. The “HSBC Get Now Promotion” (“**Promotion**”) shall run from 9 July 2018 to 30 September 2018, both dates inclusive, comprising the following periods:-

Promotion Month	Promotion Dates
1	9 July 2018 to 31 July 2018
2	1 August 2018 to 31 August 2018
3	1 September 2018 to 30 September 2018

(collectively, the “**Promotion Period**”)

PROMOTION

3. Eligible Cardholders who satisfy the Registration Criteria, Participation Criteria and Eligible Spend Criteria as defined below during the Promotion Period stand a chance to receive up to RM160 Cash Back subject to the Cash Back Capping and the Terms and Conditions herein.

ELIGIBILITY

4. The Promotion is open to the following primary and supplementary credit cardholders of HSBC who receive an SMS and/or Electronic Direct Mailer (“EDM”) invitation from HSBC on this Promotion:
 - a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card and HSBC Platinum MasterCard Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i.

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

EXCEPT for the following categories of persons:

- i. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia; and/or
- ii. Cardholder(s) of invalid or cancelled HSBC Bank Credit Card/-i(s) and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah’s definition at any time during the Promotion Period; and/or
- iii. Cardholder(s) of company and/or corporate HSBC Bank Credit Card/-i(s)

(hereinafter collectively referred to as the “**Eligible Cardholder(s)**”).

REGISTRATION CRITERIA

5. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC Credit Card/-i(s) via SMS or as per the instructions in the invitation from HSBC during the Promotion Period.

Registration process is as follows:

- a. SMS: T1<space>your 16-digit Participating HSBC Credit Card/-i(s) number to 63839; or
- b. Eligible Cardholders who receive an SMS invitation from HSBC Bank/HSBC Amanah to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials.

Standard telecommunication charges will apply for each SMS sent.

6. Registration can be performed by either the primary or supplementary Eligible Cardholder.
7. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.
8. In the event the SMS is incomplete / invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure they have keyed in the correct Participating HSBC Credit Card/-i(s) number in the SMS.
9. Upon successful registration to participate in this Promotion, the Eligible Cardholders are **NOT** eligible to participate in the “HSBC Live It Up Promotion”, “HSBC Amanah Live It Up Promotion”, “HSBC Live It Up Acquisition Promotion” and/or “HSBC Amanah Live It Up Acquisition Promotion”.

PARTICIPATION & ELIGIBLE SPEND CRITERIA

10. Upon successful registration, the Eligible Cardholders must spend on Eligible Spend using their Participating HSBC Credit Card/-i(s) **AND** accumulate a Minimum Spend Amount in a single or cumulative receipts/transactions during a Promotion Month as set out below to stand a chance to receive the RM50 cash back or the RM80 cash back (“Cash Back”).

Table 1: Cash Back based on Minimum Spend Amount

Minimum Spend Amount in a Promotion Month (or equivalent if spend is made in foreign currency) in a single or cumulative receipts/transactions	Cash Back
RM800 to RM999.99	RM50
RM1,000 or above	RM80

11. Eligible Spend for the Promotion are those that:
 - a. Are charged to the Eligible Cardholder’s Participating HSBC Credit Card/-i(s) within the Promotion Period;
 - b. **Including** all online transactions, local and overseas retail transactions, petrol, 0% instalment plans; and
 - c. **Excluding** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

(the “Eligible Spend”).

12. Both primary and supplementary/ies Participating HSBC Credit Card/-i(s) spend will be taken into account to meet the Eligible Spend and Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC Credit Card/-i(s) accounts, Eligible Spend made on all Participating HSBC Credit Card/-i(s) by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion Period.

Example: Cardholder A has a HSBC Visa Signature credit card, an HSBC Visa Platinum credit card and 2 supplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card/-i(s) will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

13. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian time).

CASH BACK TERMS & CONDITIONS

14. There is a maximum of RM22,000 Cash Back to be given out based on a first come, first served basis for this Promotion, which is pooled together with the “HSBC Amanah Get Now Promotion”. HSBC Bank is the sole provider for all the Cash Back in this Promotion.
15. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is RM160 throughout the Promotion Period, capped at RM80 Cash Back per Promotion Month subject to the Monthly Cash Back Allocation on a first come first served basis

(the “Cash Back Capping”).

Table 2: Monthly Cash Back Allocation

Promotion Month	Total Cash Back Allocation (RM)	Maximum Cash Back Per Eligible Cardholder (RM)
1	7,300	160
2	7,350	
3	7,350	
TOTAL	22,000	

16. In the event the Cash Back allocated for a specific Promotion Month has not been fully given out, the unutilised Cash Back will be forfeited and will not be brought forward to the following Promotion Month.
17. In the event of a tie in Transaction Time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cash Back. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the highest card type of Participating HSBC Credit Card/-i(s) will get the Cash Back

For avoidance of doubt, the Participating HSBC Credit Card/-i(s) are ranked in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-I and MPower Visa Credit Card-i.

18. The Cash Back will be credited into the **primary** Eligible Cardholder’s Participating HSBC Credit Card/-i(s) account with the highest spend activities within eight (8) to twelve (12) weeks from the end of the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC Credit Card/-i’s monthly credit card statement that follows after the date of the crediting of the Cash Back.
19. During the Promotion Period and at the time of fulfilment of the Cash Back, all Participating HSBC Credit Card/-i(s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC’s definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
20. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, the Cash Back will be forfeited and will not be credited in to the primary Eligible Cardholder’s Participating HSBC Credit Card/-i(s).
21. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholders.

GENERAL TERMS & CONDITIONS

22. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
23. 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.
24. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - I. 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;
 - II. press advertisements;
 - III. notice in the Eligible Cardholder's credit card statement(s);
 - IV. display at its business premises; or
 - V. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. HSBC's decision on all matters relating to this Promotion shall be final and binding.