

TERMS & CONDITIONS
HSBC Get 5 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”.

THE PROMOTION PERIOD

2. The “HSBC Get 5 Promotion” (“Promotion”) shall run from 1 September 2016 to 30 November 2016, both dates inclusive (“Promotion Period”).

ELIGIBILITY

3. The Promotion is open to all primary and/or supplementary cardholders of the following credit cards issued by HSBC Bank/HSBC Amanah:
 - i. **HSBC Bank Credit Cards:** HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Reward Credit Card and HSBC Gold MasterCard Credit Card issued by HSBC Bank; and
 - ii. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i , MPower Platinum Credit Card-i and MPower Credit Card-i issued by HSBC Amanah

(hereinafter referred to as the “**Participating HSBC Bank/HSBC Amanah Credit Cards/-i**”)

EXCEPT for the following categories of persons:

- i. Holder(s) of HSBC Bank/HSBC Amanah Credit Cards/-i that are not issued in Malaysia; and/or
- ii. 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; and/or
- iii. Holder(s) of company and/or corporate HSBC Bank/HSBC Amanah Credit Cards/-i

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

REGISTRATION CRITERIA

4. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC Bank/HSBC Amanah Credit Card/-i number(s) via SMS during the Promotion Period. All his/her other Participating HSBC Bank/HSBC Amanah Credit Cards/-i including supplementary credit card/-i(s) shall automatically be tracked for the purpose of tabulating the Participation Criteria (defined in Clause 9 below).

Registration process is as follows:

- a. **SMS: H1<space>your 16-digit Participating HSBC Bank/HSBC Amanah Credit Card/-i 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.

5. Registration can be performed by either the primary or supplementary Eligible Cardholder.
6. 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.
7. 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. However, the Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC Bank/HSBC Amanah Credit Card/-i number in the SMS.
8. Upon the successful SMS registration, the Eligible Cardholder must use any of their Participating HSBC Bank/HSBC Amanah Credit Cards/-i in the manner as per Clause 9 below.

PARTICIPATION & ELIGIBLE SPEND CRITERIA

9. The Eligible Cardholder must spend using their Participating HSBC Bank/HSBC Amanah Credit Cards/-i in the following manner:-
- Spend minimum RM50 in a single receipt during the Promotion Period; **OR**
 - Swipe at least five (5) times per Participating Week (as defined in Table 2 below) during the Promotion Period with a minimum of RM50 or equivalent per swipe; **AND**
 - Spend can be made on any retail transactions as per Clause 10 below

(hereinafter referred to as the “**Participation Criteria**”).

10. **Eligible Spend** for the Promotion are those that:

- Are of a minimum of RM50 or equivalent per swipe charged from 10am to 10pm (Malaysian Time) to any of the Eligible Cardholder’s Participating HSBC Bank/HSBC Amanah Credit Cards/-i including the supplementary credit card(s) within the Promotion Period;
- Include** 0% Card Instalment Plan, internet transactions, local and overseas retail transactions for Shopping, Entertainment, Petrol, Food and Beverage, Departmental, Hotel, Travel and/or Groceries spend, Membership, Home, Health, Grooming, Automobile, Education; and
- Exclude** balance transfer, cash instalment plan, cash advances, standing instructions/auto-billing, finance charges/ management fee, credit card annual fee, and spend that are made at merchants from the following Merchant Category Codes:

| | | | |
|---------|---------|------------------|----------------------------|
| Charity | Utility | Direct Marketing | Mail Order Telephone Order |
|---------|---------|------------------|----------------------------|

(hereinafter referred to as “MCC’s”). The list of excluded MCC’s stipulated above is non-exhaustive.

11. All the primary and supplementary/ies credit card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC Bank / HSBC Amanah Credit Card/-i accounts, Eligible Spend made on all Participating HSBC Bank / HSBC Amanah Credit Card/-i 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 Bank/HSBC Amanah Credit Card/-i will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

12. The tracking of Eligible Spend is based on Malaysian time.

PROMOTION

13. The Promotion comprises the following offers as in Table 1 below:

Table 1: Offer for Eligible Cardholders

| Tier | Eligible Spend Criteria | Offer |
|--------|--|-----------------------------|
| Tier 1 | Eligible Spend must be of a minimum of RM50 or equivalent per receipt, made from 10am to 10pm (Malaysian Time) | Stand to get RM5 Cash Back |
| Tier 2 | Swipe at least 5 times per Participating Week on Eligible Spend of minimum RM50 or equivalent per swipe, made from 10am to 10pm (Malaysian Time) | Stand to get RM50 Cash Back |

CASH BACK TERMS & CONDITIONS

14. Upon satisfying the Participation Criteria and Eligible Spend in Clause 9 and Clause 10 above, the Eligible Cardholder stands to receive Cash Back in either Tier 1 or Tier 2 for a Participating Week as per Table 1 above, subject to the maximum Cash Back stated in Clause 17(i) below.
15. The Cash Back shall be allocated on a first come, first served basis, subject to the availability of the Cash Back allocated for that Participating Day and Participating Week as per Table 2 below.
16. There is a maximum of **RM750,000** Cash Back to be given out for this Promotion which is pooled together with the “**HSBC Amanah Get 5 Promotion**”. HSBC Bank is the sole provider for all the Cash Back in this Promotion.

Table 2: Cash Back Allocation

| TIER 1: RM5 Cash Back with minimum spend of RM50 or equivalent per receipt | | | | TIER 2: RM50 Cash Back with at least 5 swipes per Participating Week with eligible spend of RM50 or equivalent per swipe | | |
|--|---------------------------------------|---------------------------------|--|--|----------------------------------|--|
| Participating Days | | Daily Cash Back Allocation (RM) | Total Cash Back Allocation for Promotion Period (RM) | Participating Week | Weekly Cash Back Allocation (RM) | Total Cash Back Allocation for Promotion Period (RM) |
| Monday - Friday | 1 September 2016 - 2 September 2016 | 4,500.00 | 292,500.00 | 1 September 2016 - 4 September 2016 | 10,000.00 | 227,500.00 |
| | 5 September 2016 - 9 September 2016 | 4,500.00 | | 5 September 2016 - 11 September 2016 | 17,500.00 | |
| | 12 September 2016 - 16 September 2016 | 4,500.00 | | 12 September 2016 - 18 September 2016 | 17,500.00 | |
| | 19 September 2016 - 23 September 2016 | 4,500.00 | | 19 September 2016 - 25 September 2016 | 17,500.00 | |
| | 26 September 2016 - 30 September 2016 | 4,500.00 | | 26 September 2016 - 2 October 2016 | 17,500.00 | |
| | 3 October 2016 - 7 October 2016 | 4,500.00 | | 3 October 2016 - 9 October 2016 | 17,500.00 | |
| | 10 October 2016 - 14 October 2016 | 4,500.00 | | 10 October 2016 - 16 October 2016 | 17,500.00 | |
| | 17 October 2016 - 21 October 2016 | 4,500.00 | | 17 October 2016 - 23 October 2016 | 17,500.00 | |
| | 24 October 2016 - 28 October 2016 | 4,500.00 | | 24 October 2016 - 30 October 2016 | 17,500.00 | |
| | 31 October 2016 - 4 November 2016 | 4,500.00 | | 31 October 2016 - 6 November 2016 | 17,500.00 | |
| | 7 November 2016 - 11 November 2016 | 4,500.00 | | 7 November 2016 - 13 November 2016 | 17,500.00 | |
| | 14 November 2016 - 18 November 2016 | 4,500.00 | | 14 November 2016 - 20 November 2016 | 17,500.00 | |
| | 21 November 2016 - 25 November 2016 | 4,500.00 | | 21 November 2016 - 27 November 2016 | 17,500.00 | |
| | 28 November 2016 - 30 November 2016 | 4,500.00 | | 28 November 2016 - 30 November 2016 | 7,500.00 | |
| Saturday - Sunday | 3 September 2016 - 4 September 2016 | 8,800.00 | 230,000.00 | | | |
| | 10 September 2016 - 11 September 2016 | 9,400.00 | | | | |
| | 17 September 2016 - 18 September 2016 | 8,800.00 | | | | |
| | 24 September 2016 - 25 September 2016 | 8,800.00 | | | | |
| | 1 October 2016 - 2 October 2016 | 8,800.00 | | | | |
| | 8 October 2016 - 9 October 2016 | 8,800.00 | | | | |
| | 15 October 2016 - 16 October 2016 | 8,800.00 | | | | |
| | 22 October 2016 - 23 October 2016 | 8,800.00 | | | | |
| | 29 October 2016 - 30 October 2016 | 8,800.00 | | | | |
| | 5 November 2016 - 6 November 2016 | 8,800.00 | | | | |
| | 12 November 2016 - 13 November 2016 | 8,800.00 | | | | |
| | 19 November 2016 - 20 November 2016 | 8,800.00 | | | | |
| 26 November 2016 - 27 November 2016 | 8,800.00 | | | | | |
| TOTAL CASH BACK | | | 522,500.00 | TOTAL CASH BACK | | 227,500.00 |
| GRAND TOTAL CASH BACK | | | | | | 750,000.00 |

17. The Cash Back to be given out is subject to the following:

- (i) The maximum Cash Back that a primary Eligible Cardholder will receive under this Promotion is:-
- TWO (2) units of Cash Back per Participating Day or RM50 Cash Back per Participating Week; and
 - RM160 Cash Back throughout the Promotion Period.
- (ii) In the event the Cash Back allocated for the respective Participating Week are not fully utilized, the remaining Cash Back will be brought forward to the next Participating Week.

(iii) Split and/or repetitive retail transactions consisting of two (2) or more transactions from the same merchant(s) in a day will not be counted and are excluded/disqualified from this Promotion.

(iv) The Cash Back will be credited into the primary Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account with the highest spend activity(ies) 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 Bank/HSBC Amanah Credit Card/-i's monthly credit card statement that follows after the date of the crediting of the Cash Back.

GENERAL TERMS & CONDITIONS

18. At the time of fulfilment of the Cash Back and during the Promotion Period, all the Participating HSBC Bank / HSBC Amanah Credit Card/-i Eligible Cardholder MUST NOT be, delinquent, and/or invalid or cancelled within HSBC Bank / HSBC Amanah's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
19. HSBC Bank / HSBC Amanah 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.
20. HSBC Bank / HSBC Amanah 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.
21. HSBC Bank / HSBC Amanah reserves the right to substitute the Cash Back with any item of similar value at any time with 3 days prior notice.
22. HSBC Bank / HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholder 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 Cardholder hereby consent to and agree that HSBC Bank / HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
23. HSBC Bank / HSBC Amanah 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.
24. HSBC Bank / HSBC Amanah 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 Bank / HSBC Amanah'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 Bank / HSBC Amanah'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 Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Bank and HSBC Amanah. 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 Bank / HSBC Amanah 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 Bank / HSBC Amanah 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 Bank / HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Bank / HSBC Amanah 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 Bank and HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank's or HSBC Amanah'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 Bank or HSBC Amanah 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 Bank's / HSBC Amanah'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.
31. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank / HSBC Amanah.