

TERMS & CONDITIONS

HSBC Padini Acquisition Promotion ("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 Promotion will run from 1 January 2017 (12.00am, Malaysian Time) to 28 February 2017 (11.59pm, Malaysian Time), both dates inclusive ("**Promotion Period**").

ELIGIBILITY

3. The Promotion is open to all Existing Primary Cardholders (as defined below) who are Malaysian residents AND New Primary Cardholders (as defined below) who, during the Promotion Period, applies for any one or more of the following primary HSBC Credit Cards/-i(s):

- 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 Platinum Credit Card-i;

(hereinafter collectively referred to as the "**Participating HSBC Bank/HSBC Amanah Credit Cards/-i**") but the following categories of persons shall not be eligible to participate in the Promotion:

- a. Cardholder(s) who had cancelled his/her HSBC Credit Card(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;
- b. Cardholder(s) who applied for a primary HSBC Bank/HSBC Amanah Credit Cards/-i in the past 6-months;
- c. Cardholder(s) who have participated or are participating in any other concurrent credit card sign-up promotions by HSBC Bank and/or HSBC Amanah;
- d. Cardholder(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
- e. Cardholder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i,

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

For the purposes of this terms and conditions,

"Existing Primary Cardholders" means, existing-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholders who currently hold an existing HSBC Bank/HSBC Amanah Credit Card/-i and apply for a 2nd HSBC Bank/HSBC Amanah Credit Card/-i primary card.

"New Primary Cardholders" means, new-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholders who currently do not hold any existing HSBC Bank/HSBC Amanah Credit Card/-i.

PARTICIPATION CRITERIA

4. Eligible Cardholders must during the Promotion Period:-
 - a. Apply for any Participating HSBC Bank/HSBC Amanah Credit Card/-i via HSBC Bank's website (<https://sp.hsbc.com.my/padini>);
 - b. **Call to activate** the Participating HSBC Bank/HSBC Amanah Credit Cards/i after receiving the newly approved card; and
 - c. Use the Participating HSBC Bank/HSBC Amanah Credit Cards/-i on Eligible Spend (as defined in Clause 5 below) as per Clause 6 below after activating it within 60 days from the date of the welcome letter ("**Welcome Period**").

5. Eligible spend includes Cash Advance/Retail Spend/Balance Transfer/Cash Instalment Plan (accumulated/single Receipt), hereinafter referred to as the (“**Eligible Spend**”).

OFFERS AND FULFILMENT CONDITIONS

6. The criteria to be fulfilled by the Eligible Cardholders is as set out in Table 1 below:

Table 1:

No	Description	Eligible Cardholder	Offer	Criteria
1	Welcome Offer	<p>New / Existing Primary Card Holder</p> <p><i>* <u>New Primary Cardholder(s)</u> is defined as New-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholder who currently does not hold any existing HSBC Bank/HSBC Amanah Credit Card/-i.</i></p> <p><i>* <u>Existing Primary Cardholder(s)</u> is defined as Existing-to-HSBC Bank/HSBC Amanah Credit Card/-i primary cardholder who currently holds an existing HSBC Bank/HSBC Amanah Credit Card/-i and applies for a 2nd HSBC Bank/HSBC Amanah Credit Card/-i primary card.</i></p>	1x unit of RM 300 PADINI Voucher	Spend a min of RM1,500 on Eligible Spend (accumulated/single receipt) within Welcome Period
2			1x unit of RM 500 PADINI Voucher	Spend a min of RM3,000 on Eligible Spend (accumulated/single receipt) within Welcome Period

7. Each Eligible Cardholder is entitled to receive a maximum of one (1) unit of PADINI voucher worth RM 300 or RM 500 for each approved Participating HSBC Bank/HSBC Amanah Credit Card/-i also by meeting the spending criteria (refer to table 1).

8. The maximum units of PADINI vouchers to be given out under this Promotion are pooled together with “HSBC Amanah Padini Acquisition Promotion” at RM190,000 in value. HSBC Bank is the sole provider of all the PADINI vouchers for both promotions.

PADINI VOUCHERS TERMS & CONDITIONS

9. Upon satisfaction of clause 6 above, the PADINI voucher will be delivered to the Eligible Cardholder’s mailing address as maintained in HSBC Bank’s records within four (4) to eight (8) weeks after the end of the Promotion Period.
10. At the time of fulfillment of the PADINI voucher, the Eligible Cardholder’s Participating HSBC Bank/HSBC Amanah Credit Card/-i account(s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC Bank’s/HSBC Amanah’s definition, otherwise they will be disqualified from participating or receiving the PADINI voucher under this Promotion.
11. The PADINI voucher cannot be exchanged for cash or credit.
12. HSBC Bank/ HSBC Amanah will not entertain any request from the Eligible Cardholder to give the PADINI voucher to a third party.
13. To the fullest extent permitted by law, HSBC Bank/HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness of the PADINI for a particular purpose.

14. HSBC Bank/HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of PADINI website or any brand or merchandise sold thereon. Any query and/or dispute on the usage of the PADINI voucher must be directed to, and resolved directly with PADINI.
15. The validity of the PADINI voucher is until 30 June 2017.

GENERAL TERMS & CONDITIONS

16. HSBC Bank / HSBC Amanah 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 PADINI voucher for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders 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.
17. HSBC Bank / HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage or redemption of the PADINI voucher received under this Promotion.
18. HSBC Bank / HSBC Amanah reserves the right to substitute the PADINI voucher with any other item of similar value at any time with 3 days' prior notice.
19. 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.
20. 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.
21. HSBC Bank / HSBC Amanah 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 Bank's / HSBC Amanah'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 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.
22. These Terms and Conditions are in addition to the respective Balance Transfer, Cash Instalment Plan Terms & Conditions and the 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 HSBC Balance Transfer Terms & Conditions, Cash Instalment Plan Programme Terms & Conditions and HSBC Amanah Cash Instalment Plan Programme and the UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Promotion Terms and Conditions and all the terms & conditions mentioned above, these Terms and Conditions shall prevail insofar as they apply to this Promotion.
23. 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 Bank / HSBC Amanah.
24. HSBC Bank / HSBC Amanah 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 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.

25. 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.
26. 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.
27. 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 PADINI voucher recipients 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.
28. 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.