

## **AMENDED HSBC PREMIER 10K AIR MILES PROMOTION (“PROMOTION”) TERMS & CONDITIONS**

Notice is hereby given pursuant to Clause 3(c) which has been amended in bold and underlined below to reflect the revised term of “Eligible Cardholders”. The amendment shall take effect on 18 September 2017.

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1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as “HSBC Bank”.

### **THE PROMOTION PERIOD**

2. The Promotion comprises of the following periods:-
  - a. **Sign Up Period** runs from 15 November 2016 to 31 December 2017, both dates inclusive and is defined as the period when the customer applies for a primary HSBC Premier World Travel MasterCard Credit Card (“Sign Up Period”); and
  - b. **Spend Period** is defined as 90 days from the date of the welcome letter (“Spend Period”)(collectively, “**Promotion Period**”).

### **ELIGIBILITY**

3. This Promotion is open to any individual who is a Malaysian resident who applies for a primary HSBC Premier World Travel MasterCard Credit Card issued by HSBC Bank (referred to as the “Participating HSBC Credit Card”) during the Offer Period EXCEPT for the following categories of persons:
  - a. Holder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period;
  - b. Holder(s) of company and/or corporate HSBC Bank Credit Cards;
  - c. Customer(s) who are participating in any other concurrent credit card sign-up promotions by HSBC Bank (**except for HSBC PREMIER 1.2 MILLION AIR MILES PROMOTION**)(collectively, the “**Eligible Cardholders**”).

### **PARTICIPATION CRITERIA**

4. Eligible Cardholders must during the Promotion Period:-
  - a. Apply for a primary Participating HSBC Credit Card
  - b. Call to activate his/her Participating HSBC Credit Card before using the newly approved credit card; and
  - c. Use the Participating HSBC Credit Card on Eligible Spend as per Clause 6 below within the Spend Period.

### **WELCOME GIFT**

5. Eligible Cardholders who spend a minimum of RM15,000 on Eligible Spend on his/her Participating HSBC Credit Card as per Clause 6 below within the Spend Period will receive a complimentary welcome gift of 10,000 Air Miles (“**Welcome Gift**”).
6. Eligible Spend for the Promotion are those that are charged to the Eligible Cardholder’s Participating HSBC Credit Cards during the ‘Spend Period’ subject to Clause 5 above; and
  - a. Includes: local and overseas retail transactions (including online transactions), and
  - b. Excludes: Cash Advance, standing instructions/non-online auto-billing; card instalment plans, interest charges, credit card annual fee and the goods and services tax on the annual fee;

(collectively, “**Eligible Spend**”).

All spend are calculated based on total consolidated (primary and supplementary/ies) spend during the Spend Period, i.e. all spend on the Participating HSBC Credit Card made by the primary Eligible Cardholder and his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the minimum spend amount in clause 5.

7. Primary Eligible Cardholder may redeem their Air Miles by logging on to HSBC Personal Internet Banking or visit our HSBC website's Premier Rewards Catalogue, for the following frequent flyer programmes:
  - a. Enrich Miles
  - b. Krisflyer Miles
  - c. Asia Miles
8. At the time of Eligible Spend or when the Air Miles are to be credited to the primary Eligible Cardholder's HSBC Credit Card account, the card account MUST NOT be delinquent, and/or invalid or cancelled within HSBC Bank's definition, otherwise the Eligible Cardholders will be disqualified from participating in this Promotion.
9. The Welcome Gift will be credited into the primary Eligible Cardholders' Participating HSBC Credit Card account within 6 weeks after the end of each Participating Month and will be reflected in the Eligible Cardholder's Participating HSBC Credit Card statement following the credit.
10. Participating Month is defined as the 15<sup>th</sup> of the current month until the 15<sup>th</sup> of the next month.
11. The Eligible Cardholder will be entitled to receive the Welcome Gift only **once** under this Promotion.
12. The Air Miles earned cannot be exchanged for cash or credit.
13. HSBC Bank will not entertain requests to credit the Air Miles into any other HSBC credit card account; exchange or substitute the Air Miles with any item, nor are Eligible Cardholders allowed to transfer or sell their Air Miles to any person.
14. HSBC Bank shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or usage of flight(s), stay(s) and/or item(s) redeemed with the Air Miles awarded under this Promotion.
15. HSBC Bank reserves the right, at its absolute discretion, in the allocation of the Air Miles to the Eligible Cardholders.
16. The Air Miles are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC Premier World Travel MasterCard Credit Card monthly statement. HSBC Bank will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Air Miles.
17. Once the Air Miles have been redeemed and are reflected in the airline frequent flyer programme, HSBC Bank bears no liability and all queries thereafter should be directed to the respective airline. HSBC Bank is not responsible for the actions of the airlines in connection with its frequent flyer programme.

#### **GENERAL TERMS & CONDITIONS**

18. HSBC Bank reserves the right to substitute the Welcome Gift with any other prize or item of similar value at any time with 3 days prior notice
19. HSBC Bank reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who participate in or receive the Welcome Gift under this Promotion for advertising and publicity purposes. The Eligible Cardholders hereby consent to and agree that HSBC Bank shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
20. HSBC Bank reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
21. The Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
22. HSBC Bank 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 of this Promotion shall not

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entitle the Eligible Cardholder(s) to any claim or compensation against HSBC Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.

23. In no event will HSBC Bank be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if HSBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
24. To the fullest extent permitted by law, HSBC Bank expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Promotion.
25. HSBC Bank 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's records;
  - (ii) press advertisements;
  - (iii) notice in the Eligible Cardholder's composite statement(s);
  - (iv) display at its business premises; or
  - (v) notice on HSBC Bank'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.
26. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Promotion.
27. HSBC Bank 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.
28. The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available at [www.hsbc.com.my](http://www.hsbc.com.my) as follows:
  - a. Universal Terms & Conditions of HSBC Bank:
    - i. Generic Terms & Conditions;
    - ii. Specific Terms & Conditions for HSBC Premier;
    - iii. Specific Terms & Conditions for Retail Banking & Wealth Management; and
    - iv. Cardholder Agreement; and
  - b. HSBC Premier Travel Credit Card Terms & Conditions.
29. The Eligible Cardholder shall be personally responsible for all applicable government taxes or levies relating to the privileges/benefits and/or the Promotion (if applicable).
30. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.
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