

AMENDED TERMS & CONDITIONS FOR HSBC PREMIER TRAVEL MASTERCARD® CREDIT CARD 2018

This Amended Terms and Conditions for HSBC Premier Travel Mastercard Credit Card 2018 will supersede the existing Amended Terms and Conditions for HSBC Premier Travel Mastercard Credit Card 2018 with the following changes:-

- **Section G. Complimentary Grab Ride** has been amended to add the sign-on of a new partner, effective **1 November 2018**.

The changes stated above have been amended in **bold and underlined**.

Note: As Uber's operations in Southeast Asia have been acquired by Grab, the complimentary Uber ride referred to herein is applicable in locations where Uber still operates, and is valid until 1st November 2018. Uber no longer operates in Southeast Asia. For more information, please visit <https://www.uber.com>.

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

PROGRAMME

1. The HSBC Premier Travel Credit Card Programme is exclusive for HSBC Premier Travel Mastercard Credit Card and consist of the following privileges:
 - a) Air Miles
 - b) Complimentary Airport Lounge
 - c) Complimentary Global Preferred Wi-Fi
 - d) Agoda Offer
 - e) Expedia Offer
 - f) Complimentary Uber Ride in locations where Uber operates
 - g) Complimentary Grab Ride (valid for Malaysia only)**
2. The privileges extended to HSBC Premier Travel Mastercard Credit Cardholders ("Eligible Cardholders") are reviewed on a periodic basis and may be substituted, changed and/or withdrawn by HSBC Bank with 3 days prior notice.
3. The privileges under this Programme are for all primary Eligible Cardholders. Supplementary Eligible Cardholders may participate or enjoy the privileges of the Programme if stated below.

A. AIR MILES

4. Eligible Cardholders who spend using their HSBC Premier Travel Mastercard Credit Card (as defined below) will earn Air Miles on each transaction as follows:

Table 1

	RM1 spent overseas (out of Malaysia)	RM4 spent locally (within Malaysia)
Eligible Cardholders will EARN	1.1 Air Miles	1 Air Mile

5. Air Miles will not be awarded in fractions or decimals. Therefore, if there is a decimal in the Air Miles earned, the Air Miles awarded will be rounded down.

Example 1:

Eligible Cardholder spends RM1,133.52 overseas. Air Miles earned will be calculated and rounded down:

RM1,133.52 X 1.1 = 1,246.872, which will be rounded down to 1,246 Air Miles

6. The spend on the HSBC Premier Travel Mastercard Credit Card may be made by either the primary or supplementary Eligible Cardholder and must be:

Overseas Spend

- (i) Overseas Spend are defined as spend made outside Malaysia in foreign currency, including online transactions.
- (ii) Overseas Spend excludes spend on petrol, cash advances, Card Instalment Plan, government related transactions, charitable/non-profit organisation related transactions, retail transactions within Malaysia, Balance Transfer, Cash Instalment Plan, fees and charges as per the Bank's Tariff and Charges and applicable tax, if any.

Local Spend

- (i) Local Spend are defined as local spend made within Malaysia, including online transactions in local currency.
- (ii) Local Spend excludes spend on petrol, cash advances, Card Instalment Plan, government related transactions, charitable/non-profit organisation related transactions, overseas retail transactions, Balance Transfer, Cash Instalment Plan, fees and charges as per the Bank's Tariff and Charges and applicable tax, if any;

For clarity, no Air Miles will be awarded for spend in the following categories:

Category	Merchant Category Codes ("MCC")
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661

Example 2:

Eligible Cardholder spends RM2,500 with his HSBC Premier Travel Mastercard Credit Card for the month of November 2018, and will earn a total of 2,070 Air Miles as illustrated in the table below.

Posted Date of Transaction	Spend Particulars	Spend Amount (converted to RM)	Denominator	Calculation of Air Miles
2 Nov 2018	St. Regis Hotel, Singapore	RM1,200	Multiply by 1.1	1320
15 Nov 2018	Shopping at The Curve, Mutiara Damansara	RM800	Multiply by 0.25	200
27 Nov 2018	Charles & Keith, Singapore	RM500	Multiply by 1.1	550
		RM2,500		2,070
Total Air Miles earned				2,070

Example 3:

Eligible Cardholder B spends RM1,899.89 with his HSBC Premier Travel Mastercard Credit Card for the month of November 2018 and will earn 1,702 Air Miles as illustrated in the table below.

Posted Date of Transaction	Spend Particulars	Spend Amount (converted to RM)	Denominator	Calculation of Air Miles
2 Nov 2018	Hong Kong Disneyland, Hong Kong	RM1,444.99	Multiply by 1.1	1,589.489 (Round down to 1,589)
15 Nov 2018	Shopping at KLCC, Kuala Lumpur	RM454.90	Multiply by 0.25	113.725 (Round down to 113)
		RM1,899.89		1,702
Total Air Miles earned				1,702

7. Air Miles will only be awarded for Local Spend of RM4 and above. If the Local Spend is below RM4, Air Miles will not be awarded.
8. The maximum Air Miles an Eligible Cardholder may earn is capped at 20,000 Air Miles for overseas spend and 30,000 Air Miles for local spend per calendar month.
9. The Air Miles will only be credited to the primary Eligible Cardholders' HSBC Premier Travel Mastercard Credit Card account and reflected in the statement in the month following the credit.
10. Primary Eligible Cardholders may redeem their Air Miles for the following participating frequent flyer miles, items and vouchers listed on the HSBC Premier Travel Rewards catalogue available at www.hsbc.com.my/rewards.
11. The Eligible Cardholder's HSBC Premier Travel Mastercard Credit Card must be in good standing at all times and MUST NOT be delinquent, invalid and/or cancelled within HSBC Bank's definition, otherwise he/she will be disqualified from earning Air Miles.
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; 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 Programme.
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 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.

B. COMPLIMENTARY AIRPORT LOUNGE VISITS

18. Eligible Cardholders are entitled to enjoy 12 complimentary visits per calendar year to LoungeKey Lounges globally (“Lounges”) as listed in the LoungeKey website at <https://www.loungekey.com/MYHSBCPremierTravel> or in the LoungeKey mobile app.
19. The complimentary visits come with usage of the facilities available at the respective Lounges, which may include food & beverages, seating area, internet access, international newspapers and magazines, international TV channels and flight information. The facilities provided at each Lounge are at the respective service provider’s sole discretion.
20. Once an Eligible Cardholder has utilised all 12 complimentary visits in a calendar year, the Eligible Cardholder will be charged for his/her 13th and subsequent visits to the Lounges. The minimum charge for a Lounge visit is USD27 and it may vary among the different Lounges. The charges are set by the respective service providers and are subject to changes at their sole discretion.
21. Each Lounge has its own restrictions on the length of time that an Eligible Cardholder may stay. This is determined by the Lounge at the respective service provider’s discretion. For more information on the policy for a particular Lounge, please visit <https://www.loungekey.com/MYHSBCPremierTravel>.
22. The Eligible Cardholder’s admission to any Lounge is subject to the presentation of their HSBC Premier Travel Mastercard Credit Card and personal identification upon arrival at the reception of the said Lounge and availability of space in the Lounge.
23. The Eligible Customer must inform the frontline staff at the Lounge that they wish to enter the Lounge using the LoungeKey programme. The LoungeKey programme will be available to the Eligible Cardholder 30 days after card activation date.
24. For admission, the frontline staff at the Lounge will verify eligibility to enter the Lounge by swiping the HSBC Premier Travel Mastercard Credit Card and then recording the visit through a card reader, or into a secure system. The frontline staff will also enter the number of guest(s) (if any) accompanying the Eligible Cardholder and if requested, the Eligible Cardholder must sign the card reader screen, which will reflect the number of accompanying guest(s), if any.
25. Complimentary visits are only applicable for Primary cardholders. A minimum fee of USD 27 will be charged for supplementary cardholder(s) and each guest(s) accompanying the Eligible Cardholder for access into the said Lounge. The fee is set by the respective Lounge service providers at their sole discretion.
26. Children may or may not be allowed access to the Lounges and the charges for such visits vary among the Lounges. Eligible Cardholders are advised to check the individual Lounge terms and conditions on the LoungeKey website before travelling.
27. Payment for any accompanying guest(s) and/or children must be settled by the Eligible Cardholder at the point of admission into the Lounge with their HSBC Premier Travel Mastercard Credit Card.

28. There is no restriction as to the number of accompanying guest(s) so long as the payment conditions are met.
29. Admission into a Lounge is subject to guest policies of the individual Lounge, which if not followed, the Eligible Cardholder and/or any accompanying guest(s) or children may be requested to vacate the Lounge.
30. These complimentary visits are not transferable and cannot be exchanged for cash, credit or in kind.
31. These complimentary visits do not include any accessories or items shown in any promotional and/or communication materials, as they are for illustration purposes only.
32. The Eligible Cardholder shall indemnify and hold HSBC Bank harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including legal fees) for injury to or death of any person and/or damage to or destruction of any property arising out of his/her use, and/or any accompanying guests(s) and/or children of this complimentary visit to any Lounge.
33. HSBC Bank does not guarantee or give any warranty as to the quality of, or the number of facilities and/or services provided at any Lounge and shall not be liable for any deficiency, delay or imperfection of such facility and/or service or for any mishaps, injuries or accidents that may occur from any visit to the Lounges under this Programme.
34. HSBC Bank shall not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and the respective Lounge service provider on matters concerning their visit to any Lounge such as admission into the Lounges, provision and use of facilities and/or services in the Lounges, any charges for subsequent visits, extended Lounge visits, or charges for the accompanying guest(s).

C. COMPLIMENTARY GLOBAL PREFERRED WI-FI

35. Primary and supplementary Eligible Cardholders may enjoy complimentary, worldwide Wi-Fi hotspot access offered by Boingo that allows unlimited access to over 1 million hotspots up to 4 devices by using their HSBC Premier Travel Mastercard Credit Card.
36. Available hotspots in Boingo's network are subject to change at any time and there is no guarantee of participating locations or services. A current listing of locations can be found at <http://wifi.boingo.com>.
37. In order to access any Boingo Wi-Fi hotspot, Eligible Cardholders will need to create an account with Boingo at <https://hsbcmv.boingo.com>.
38. Enrollment in Boingo is limited to only primary and supplementary Eligible Cardholder.
39. Eligible Cardholders will be required to provide their HSBC Premier Travel Mastercard Credit Card number and other personal details to register for an account with Boingo. There will be no charges for registration with Boingo unless Boingo determines a nominal authorization is required for validation purposes.
40. Eligible Cardholders will be required to provide their personal data directly to Boingo, and accept Boingo's terms and conditions before a Boingo account can be created. HSBC Bank shall therefore

not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Boingo.

41. Upon successful registration, Eligible Cardholders will be prompted to download the Boingo Wi-Finder application software and Boingo shall send the registered Eligible Cardholder a welcome e-mail.
42. HSBC Bank is not responsible for and does not guarantee the quality, security, coverage and/or availability of Boingo's network of Wi-Fi hotspots or partners, and the Eligible Cardholder agrees that use of the Boingo Wi-Fi network is at the Eligible Cardholder's own risk.
43. This complimentary Wi-Fi is subject to Boingo's terms & conditions and is non-transferable. If there is a breach of any of Boingo's terms and conditions, Boingo reserves the right to suspend and/or terminate the Eligible Cardholder's Boingo Mastercard Rewards account at their discretion.
44. By downloading the Boingo Wi-Finder app, the Eligible Cardholder gives Boingo permission to access the Eligible Cardholder's locations.

D. AGODA OFFER

45. Eligible Cardholders can enjoy 7% discount for hotel bookings made through <http://www.agoda.com/hsbcmv> using their HSBC Premier Travel Mastercard Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
46. This Agoda Offer is applicable only to hotels with pre-paid room types that have the "Promotion Eligible" flag. "Pay at hotel" room types are not eligible for this Agoda Offer.
47. The 7% discount is applicable to hotel room charges only, and excludes local taxes, service fees and any other additional charges.
48. The 7% discount shall be applicable to the total amount regardless of the number of rooms or nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
49. The hotel room bookings are subject to availability on Agoda.
50. This Agoda Offer cannot be exchanged for cash or other products or services.
51. The 7% discount will be reflected only when the booking is confirmed after the HSBC Premier Travel Mastercard Credit Card details are entered and pre-paid hotel option is selected. Once the hotel booking is made, the final amount will be charged to the HSBC Premier Travel Mastercard Credit Card.
52. The Eligible Cardholder will need to present their HSBC Premier Travel Mastercard Credit Card upon arrival at the hotel.
53. HSBC Bank will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Agoda on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Agoda and/or the hotels.

E. EXPEDIA OFFER

54. Eligible Cardholders can enjoy 10% discount for hotel bookings made through <http://www.expedia.com.my/HSBCPremier> using their HSBC Premier Travel Mastercard Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
55. The Eligible Cardholder must first register for an Expedia account with their HSBC Premier Travel Mastercard Credit Card or link their existing Expedia account to their HSBC Premier Travel Mastercard Credit Card, at <http://www.expedia.com.my/HSBCPremier>
56. To enjoy this Expedia Offer, the Eligible Cardholder must go to the website above and key in their HSBC Premier Travel Mastercard Credit Card number when a booking is made to enable a coupon code to appear at checkout. This coupon must be selected before payment is charged to the HSBC Premier Travel Mastercard Credit Card.
57. The 10% discount shall be applicable to the total amount before the application of any taxes, tax recovery charges, applicable fees or additional costs on one (1) room only regardless of the nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
58. The hotel room bookings are subject to availability on Expedia.
59. The coupon can only be used for bookings within the next 12 months. If a booking is made for a stay beyond 12 months, the coupon cannot be used.
60. This Expedia Offer cannot be used with any other discount vouchers, promotions, discounted items and fixed-price items, unless specified.
61. This Expedia Offer is not transferable and cannot be exchanged for cash or other products or services.
62. Other restrictions by Expedia may apply and Eligible Cardholders should always refer to the booking conditions set by Expedia on their website.
63. Eligible Cardholders will also enjoy a complimentary +Gold status from Expedia once they register for an Expedia account with their HSBC Premier Travel Mastercard Credit Card or link their existing Expedia account to their HSBC Premier Travel Mastercard Credit Card at <http://www.expedia.com.my/HSBCPremier>. The +Gold status is valid for a period of 12 months from the date of registration.
64. The +Gold status allows Eligible Cardholders to enjoy exclusive additional privileges as stated on <https://www.expedia.com.my/rewards/gold> and is subject to Expedia's sole discretion.
65. HSBC Bank will not be liable to the Eligible Cardholders for any disputes between the Eligible Cardholder and Expedia on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Expedia and/or the hotels.

F. COMPLIMENTARY UBER RIDE

66. Eligible Cardholders who purchase airline ticket(s) of RM2,500 and above based on airline categories that correspond with any Merchant Category Code within the range of 3000 to 3299, and 4511 and 4582 as per HSBC's system ("Eligible Transaction") will receive a Uber promotional code of RM80 ("Uber Promo Code").
67. The Uber Promo Code will be issued for Eligible Transactions transacted on and before 30 September 2018 and the Uber Promo Code issued will be valid for use until 1 November 2018, at locations where Uber operates.
68. The Eligible Cardholder will receive the Uber Promo Code via SMS which is sent to his/her mobile number and/or in an email to his/her email address, both of which must be in HSBC Bank's records after the Eligible Cardholder makes an Eligible Transaction during the Programme Period.
69. The Eligible Cardholder will receive the Uber Promo Code within 14 days of the Eligible Transaction getting posted to the Eligible Cardholder's HSBC Premier Travel Mastercard Credit Card account.
70. The Eligible Cardholder will receive only 1 Uber Promo Code per day, irrespective of the number of Eligible Transactions made by the Eligible Cardholder on the same day, and will be based on the posting date of the Eligible Transactions.
71. The minimum Eligible Transaction amount is RM2,500, irrespective of the number of airline ticket(s) purchased.
72. In order to utilise the Uber Promo Code, the Eligible Cardholder must first download the Uber App and sign up with Uber by providing their HSBC Premier Travel Mastercard Credit Card information. Thereafter, the Eligible Cardholder must enter the Uber Promo Code on the Uber App under "Promotions", before requesting for a ride.
73. The Uber Promo Code will be applied on the Eligible Cardholder's next Uber ride in locations where Uber operates, provided that the ride is charged to the HSBC Premier Travel Mastercard Credit Card.
74. The Uber Promo Code is not valid for Uber taxis.
75. The expiry date of the Uber Promo Code will be stated in the same Short Service Message (SMS) in which the Eligible Cardholder receives the code.
76. The Uber Promo Code can only be used once whether or not the RM80 amount is fully utilised. Any unused portion of the Uber Promo Code will be forfeited and cannot be used for future Uber rides.
77. If the cost of the Uber ride exceeds the Uber Promo Code value, the balance will be charged to the Eligible Cardholder's HSBC Premier Travel Mastercard Credit Card.
78. The Uber Promo Code cannot be redeemed for cash.
79. The Uber Promo Code cannot be combined or used in conjunction with any other codes, vouchers or promotional offers.

80. The Uber Promo Code will only be applied when the Eligible Cardholder uses his/her own Uber account to request for the Uber ride. If the Eligible Cardholder's Uber account was not used to request the Uber ride, then the Uber Promo Code will not be valid and cannot be used.
81. The Uber service is subject to separate terms and conditions set by Uber. These terms and conditions can be found on <https://www.uber.com>.
82. Eligible Transactions are fully dependent on the list of appropriate merchant codes that correspond with the airline category. There may be airlines which have merchant codes that do not correspond to the airline category. In such cases, these purchases will not be identified as an airline transaction and will not be considered as an Eligible Transaction regardless of the amount of the transaction. In addition, if the transaction is submitted through agents, third party payment accounts, mobile or online wallets, mobile or wireless card readers, or similar methods and/or if the merchant code is not passed on to HSBC Bank, such transactions will not be considered Eligible Transactions.
83. When the Eligible Cardholder decides to use the Uber Promo Code in locations where Uber operates, the value will be converted to the local currency based on the prevailing exchange rate solely determined by Mastercard International.
84. HSBC Bank will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Uber on matters relating to Uber's provision of its service to the Eligible Cardholder. These disputes should be resolved directly with Uber.

G. COMPLIMENTARY GRAB RIDE

85. **Eligible Cardholders who purchase airline ticket(s) of RM2,500 and above based on airline categories that correspond with any Merchant Category Code within the range of 3000 to 3299 and 4511 and 4582 as per HSBC's system ("Eligible Transaction") will receive a Grab promotional code of RM80 ("Grab Promo Code").**
86. **The Grab Promo Code will be issued for Eligible Transactions transacted on and after 1 November 2018 and the Grab Promo Code issued will be valid for use for a period of three (3) months from date of issuance.**
87. **The Eligible Cardholder will receive the Grab Promo Code via SMS which is sent to his/her mobile number and/or in an email to his/her email address, both of which must be in HSBC Bank's records after the Eligible Cardholder makes an Eligible Transaction during the Programme Period.**
88. **The Eligible Cardholder will receive the Grab Promo Code within 14 days of the Eligible Transaction getting posted to the Eligible Cardholder's HSBC Premier Travel Mastercard Credit Card account.**
89. **The Eligible Cardholder will receive only one (1) Grab Promo Code per day, irrespective of the number of Eligible Transactions made by the Eligible Cardholder on the same day, and will be based on the posting date of the Eligible Transactions.**
90. **The minimum Eligible Transaction amount is RM2,500, irrespective of the number of airline ticket(s) purchased.**

91. In order to utilise the Grab Promo Code, the Eligible Cardholder must first download the Grab App and sign up with Grab by providing their HSBC Premier Travel Mastercard Credit Card information. Thereafter, the Eligible Cardholder must enter the Grab Promo Code on the Grab App under "Promotions", before requesting for a ride.
92. The Grab Promo Code will be applied on the Eligible Cardholder's next Grab ride, provided that the ride is charged to the HSBC Premier Travel Mastercard Credit Card.
93. The Grab Promo Code is valid for all fleet type except GrabLuxe.
94. The expiry date of the Grab Promo Code will be stated in the same Short Message Service (SMS) in which the Eligible Cardholder receives the code.
95. The Grab Promo Code can only be used once whether or not the RM80 amount is fully utilised. Any unused portion of the Grab Promo Code will be forfeited and cannot be used for future Grab rides.
96. If the cost of the Grab ride exceeds the Grab Promo Code value, the balance will be charged to the Eligible Cardholder's HSBC Premier Travel Mastercard Credit Card.
97. The Grab Promo Code cannot be redeemed for cash.
98. The Grab Promo Code can only be used for Grab Car services and cannot be combined or used in conjunction with any other codes, vouchers or promotional offers.
99. The Grab Promo Code will only be applied when the Eligible Cardholder uses his/her own Grab account to request for the Grab ride. If the Eligible Cardholder's Grab account was not used to request the Grab ride, then the Grab Promo Code will not be valid and cannot be used.
100. The Grab service is subject to separate terms and conditions set by Grab. These terms and conditions can be found on <https://www.grab.com/my>.
101. Eligible Transactions are fully dependent on the list of appropriate merchant codes that correspond with the airline category. There may be airlines which have merchant codes that do not correspond to the airline category. In such cases, these purchases will not be identified as an airline transaction and will not be considered as an Eligible Transaction regardless of the amount of the transaction. In addition, if the transaction is submitted through agents, third party payment accounts, mobile or online wallets, mobile or wireless card readers, or similar methods and/or if the merchant code is not passed on to HSBC Bank, such transactions will not be considered as Eligible Transactions.
102. HSBC Bank will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Grab on matters relating to Grab's provision of its service to the Eligible Cardholder. These disputes should be resolved directly with Grab.

GENERAL TERMS & CONDITIONS

103. HSBC Bank reserves the right at its absolute discretion to amend, delete or add to these terms and conditions from time to time with 3 days prior notice.
104. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
105. HSBC Bank reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Bank of this Programme shall not 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.
106. 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 Programme, even if HSBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
107. 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 Programme.
108. HSBC Bank may use any of the following modes to communicate notices in relation to this Programme 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.

109. 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 Programme. 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 Programme.

110. The existing terms and conditions applicable to the products and propositions referred to in this Programme are available at www.hsbc.com.my as follows:

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.

111. The Eligible Cardholder is reminded that he/she will be responsible for all applicable government taxes or levies relating to the privileges and/or the Programme (if applicable). 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. HSBC Bank's decision on all matters relating to this Programme including any dispute will be final and binding on all Eligible Cardholder (s) of this Programme and no correspondence will be entertained.

112. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.