

TERMS & CONDITIONS
HSBC PREMIER 1.2 MILLION AIR MILES PROMOTION ("PROMOTION")

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 18 September 2017 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 01 October 2017 to 31 January 2018, both dates inclusive ("**Spend Period**")(collectively, "**Promotion Period**").

ELIGIBILITY

3. This Promotion is open to 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 Sign Up 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 HSBC PREMIER 10K Air Miles Promotion) ,(collectively, the "**Eligible Cardholders**").

PARTICIPATION & ELIGIBLE SPEND CRITERIA

4. Eligible Cardholders must during the Promotion Period:-
 - a. Apply for a primary Participating HSBC Credit Card
 - b. Call to activate his/her newly approved Participating HSBC Credit Card according to the activation steps in the welcome letter for the Participating HSBC Credit Card within the Promotion Period;
 - c. Use the Participating HSBC Credit Card on Eligible Spend in the following manner:-
 - i. Spend RM1,000 (in a single or cumulative receipt/sales draft/transaction) during the Spend Period to be entitled to one (1) Contest Entry
 - ii. Spend can be made on any retail transactions as per Clause 5 below

(collectively, the "**Participation Criteria**").

5. Eligible Spend for the Promotion are those that:
 - a. Are charged to the Eligible Cardholder's Participating HSBC Credit Cards including the supplementary credit cards(s) within the Spend Period subject to Clause 4 above; and
 - b. Includes: local and overseas retail transactions (including online transactions), and
 - c. Excludes: Cash Advance, standing instructions/non-online auto-billing; Balance Transfer, Card Instalment Plans, interest charges, credit card annual fee and the goods and services tax on the annual fee;

(collectively, the "**Eligible Spend**").

6. Both primary and supplementary Participating HSBC Credit Card spend will be taken into account to meet the Eligible Spend and Participation Criteria. Eligible Spend made on Participating HSBC Credit Card by the primary credit card cardholder and his/her supplementary credit card 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 Premier World Travel Mastercard card and 2 supplementary HSBC Premier World Travel Mastercard cards. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

7. The tracking of the Eligible Spend and Participation Criteria is based on transactions dates (Malaysian Time).
8. Upon satisfying the Participation Criteria and Eligible Spend as stated in Clause 4 and Clause 5 above during the Promotion Period, the Eligible Cardholder stands to win 20,000 Air Miles ("Prize") based on the Selection Process below.

SELECTION PROCESS

9. The Eligible Cardholders will get one (1) Contest Entry for every Eligible Spend that satisfies Clause 4 and 5 above. The following is an example of Contest Entries:

Example:

When Eligible Cardholder spends RM11,999 on Eligible Spend during the Spend Period (either in a single or cumulative receipt/sales draft/transaction), he/she will be entitled to a total of 11 contest entries (RM11,999/RM1,000 x 1 contest entry)

For the avoidance of doubt, the contest entries accumulated at the end of each month of the Spend Period by an Eligible Cardholder will not be carried forward to the next month of the Spend Period after the Potential Winners have been selected for a particular month of the Spend Period based on the selection process below.

10. At the end of each month of the Spend Period, fifteen (15) Eligible Cardholders will be selected as Potential Winners i.e. a total of sixty (60) Potential Winners throughout the Spend Period in accordance with the selection process below ("**Potential Winner**"). The following is the selection process adopted to determine the Potential Winner:

Potential Winner Selection ("Potential Winner")

Each Contest Entry will be assigned a serial number, which is allocated sequentially starting from 1 for the smallest serial number to the largest.

At the end of each month of the Spend Period, the total number of contest entries will be divided by 15 for the Promotion. This division will return the multiplier number ("**Multiplier**") with which to short-list Potential Winners, rounded down to the closest whole number.

For example, if the total number of entries for a month of the Spend Period is 2,987, the Multiplier will be $2,987/15 = 199.13$, rounded to 199. As such, the entries which are numbered by multiples of 199 will be selected, e.g. 199, 398, 597....2,985.. This will allow the selected 15 Potential Winners to be shortlisted to win the Prizes.

11. If the Eligible Cardholder has more than one (1) Potential Winner serial numbers, only the first Potential Winner serial number will be taken into account. The alternate Eligible Cardholder with the next serial number will be chosen as the replacement Potential Winner.

For example, Potential Winner 1 (serial number 199) is also Potential Winner 4 (serial number 796). The replacement Potential Winner 4 will then be Eligible Cardholder with serial number 797.

12. Within eight (8) to twelve (12) weeks after the Promotion Period, the Potential Winner will receive an SMS notifying them on the Prize they stand to receive, subject to the Potential Winner correctly answering a question sent to the Potential Winner via SMS. The Potential Winner is to answer/reply via SMS to 63839 within 10 days from the date of the SMS. Only the primary Eligible Cardholders will be contacted via SMS.

13. Only Potential Winners who answer the question correctly via SMS will receive the Prize ("**Winner**"). An SMS will be sent to confirm that they have answered the question correctly together with the Prize details. ("**Winner SMS**")

14. An SMS will be sent to Potential Winners who do not answer the question correctly, informing them that they have answered the question incorrectly and will not be entitled to the Prize.
15. An SMS reminder will be sent to Potential Winners who do not reply the SMS within 5 days from the date of the first SMS. If Potential Winners do not reply within 5 days from the date of the SMS reminder, the Potential Winners will be disqualified from the Promotion.
16. Potential Winners who (i) fail to answer the question correctly; or (ii) do not reply to the SMS will not receive the Prize. There will be no replacement Potential Winners.
17. In the event the Prize allocated for a specific month of the Spend Period has not all been given out, the balance Prize will not be brought forward to the next month of the Spend Period.

PRIZE CONDITIONS

18. There are a total of 60 Prizes (15 Prizes for each month of the Spend Period) which is also equivalent to total 1,200,000 Air Miles for this Promotion.
19. Eligible Cardholders can only win one (1) Prize under this Promotion and the Prize will be given to the primary Eligible Cardholder only.
20. The Prize will be credited into the primary Eligible Cardholders' Participating HSBC Credit Card account within two (2) to six (6) weeks after the Winner SMS sent and will be reflected in the Eligible Cardholder's Participating HSBC Credit Card statement following the credit.
21. 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.
22. 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
23. The Air Miles earned is not transferable and cannot be exchanged for cash, credit or in kind.
24. 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.
25. 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.
26. HSBC Bank reserves the right, at its absolute discretion, in the allocation of the Air Miles to the Eligible Cardholders.
27. 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.
28. 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.
29. HSBC Bank reserves the right to substitute the Prize with any other prize or item of similar value at any time with 3 days prior notice.

GENERAL TERMS & CONDITIONS

30. 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 Prize 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.
31. 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.
32. 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.
33. 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 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. The existing terms and conditions applicable to the products and propositions referred to in this Promotion are available at 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.
39. 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.

40. 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).
41. HSBC Bank'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 Prize 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.
42. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.