

AMENDED TERMS & CONDITIONS FOR HSBC PREMIER COMPLIMENTARY FARE PROMOTION 2018 ("PROMOTION")

These Amended Terms and Conditions for HSBC Premier Complimentary Fare Promotion 2018 will supersede the existing Terms and Conditions with effect from 29 January 2018 until the end of the Promotion Period:

*This Promotion shall be extended and Clauses 2, 7 and 8 has been amended in **bold and underline** to reflect the extended promotion period.*

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".

PROMOTION PERIOD

2. This Promotion shall run from **1 January 2018 to 30 April 2018**, both dates inclusive ("**Promotion Period**").

ELIGIBILITY

3. This Promotion is open to all primary or supplementary cardholders of HSBC Premier World Travel Mastercard Credit Card, HSBC Premier World Mastercard Credit Card and HSBC Amanah Premier World Mastercard Credit Card-i (referred to as the "**HSBC Premier Credit Cards**")

EXCEPT for the following categories of persons:

- i. Holder(s) of HSBC Premier Credit Cards that are not issued in Malaysia;
- ii. Holder(s) of invalid or cancelled HSBC Premier Credit Cards and/or whose accounts are delinquent within HSBC's definition at any time during participation in this Promotion; and
- iii. Holder(s) of company and/or corporate HSBC Bank Credit Cards;

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

THE PROMOTION

4. The offer under this Promotion is:
 - a) Enjoy one (1) complimentary air ticket on economy or business class (referred to as the "**Complimentary Ticket**") with purchase of one (1) economy or business class ticket ("referred to as the "**Purchased Ticket**") on Malaysia Airlines, AirAsia X, Cathay Pacific and Singapore Airlines (collectively, the "**Participating Airlines**"), departing from Kuala Lumpur, Malaysia to selected destinations as stated on Flight Centre website (www.flightcentre.com.sg/premier).
5. The Complimentary Ticket must be for the same class, destination and flight as the Purchased Ticket e.g. purchase a Business Class Return Air Ticket to Bali and receive a complimentary Business Class Return Air Ticket to Bali only, subject to availability of seats on the same flight.
6. Booking of the Purchased Ticket and Complimentary Ticket must be made at least 14 days before the flight departure date.
7. The travel period for this Promotion is until **31 July 2018**. Return journeys must be made before or on **31 July 2018**.
8. This Promotion is not valid for Purchased Ticket and/or Complimentary Ticket with:

- (i) Travel dates on or after **1 August 2018**; and
- (ii) Departure or arrival dates that fall on any public holidays in Malaysia.

9. The Eligible Cardholder must be one of the air ticket holders and travelling under the airfare booking.
10. Eligible Cardholders must book the flight tickets through Flight Centre to enjoy this Promotion. Eligible Cardholders may call Flight Centre at 603-2267 3820 during the times stated below or email Flight Centre at HSBCMastcard@flightcentre.com.my. Thereafter, Flight Centre may request for documents to verify the Eligible Cardholders' identity. Eligible Cardholders may refer to www.flightcentre.com.sg/premier for more information.

Day	Opening hours (Malaysian Time)
Monday to Friday	9am – 6pm
Saturday	10am – 6pm
Sunday and Public Holidays	Closed

11. The entire airfare booking process will be handled by Flight Centre and further enquiries should be directed to Flight Centre.
12. Airfare bookings made directly with the Participating Airline or other travel agencies will not be recognised under this Promotion.
13. This Promotion is only applicable for flight tickets of Participating Airlines and not for codeshare flights by other airlines.
14. If there is a transit point before the final destination, the continuing flight from the transit point to the final destination must also be on the same Participating Airline and not on a codeshare flight. For clarity, in the event the Eligible Cardholder travels from Malaysia to South Korea and transits in Singapore, the airline departing from Malaysia and from Singapore must be the same airline.
15. Seat availability, validity of the Complimentary Ticket, modification or cancellation restrictions for the Complimentary Ticket, airline membership points and any other charges on the Complimentary Ticket are set / governed by the Participating Airline and are subject to the rules of the fare class of the Purchased Ticket .
16. There is a maximum value of USD 65,000 (or RM equivalent) for the entire Promotion throughout the Promotion Period ("Capping"). The Promotion will cease once the Capping has been reached.
17. The Eligible Cardholders are entitled to enjoy the Promotion only **one (1) time** on a first come, first served basis. Eligible Cardholders are entitled up to a maximum of two (2) Complimentary Tickets. Eg. Purchase two (2) tickets and enjoy two (2) Complimentary Tickets.
18. This Complimentary Ticket cannot be exchanged for cash or credit.
19. In order to enjoy this Promotion, the booking of the flight tickets must be made by the Eligible Cardholder themselves.

20. Payment for the Purchased Ticket and Complimentary Ticket must be charged by Flight Centre to the Eligible Cardholder's HSBC Premier Credit Card issued in Malaysia.

GENERAL TERMS & CONDITIONS

21. HSBC Bank and HSBC Amanah reserves the right to change or substitute the Promotion and/or Participating Airlines with other similar offers and/or merchants at any time with 3 days prior notice.
22. HSBC Bank and HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who participate in this Promotion for advertising and publicity purposes. The Eligible Cardholders hereby consent to and agree that HSBC Bank and 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 and 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.
24. 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.
25. HSBC Bank and 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 and HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC Bank and HSBC Amanah 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.
26. HSBC Bank and HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Bank and 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 and HSBC Amanah have been advised of the possibility of such loss or damage.
27. To the fullest extent permitted by law, HSBC Bank and HSBC Amanah 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.
28. HSBC Bank and HSBC Amanah does not guarantee or give any warranty as to the quality of the services provided by Flight Centre or the Participating Airlines and shall not be held liable for any mishaps, injuries or accidents that may occur during the process of booking/payment of the flight(s) on the Participating Airline under this Promotion.
29. HSBC Bank and HSBC Amanah shall not be liable to the Eligible Cardholders for any disputes with Flight Centre or the Participating Airline with regard to the booking/payment of the flight tickets for this Promotion, or any modifications, cancellation and/or any delay/stay inconveniences experienced by the Eligible Cardholders.
30. HSBC Bank and 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 HSBC Bank's and HSBC Amanah'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 and 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.

31. 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.

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:

- (i) Universal Terms & Conditions of HSBC Bank and HSBC Amanah;
- (ii) Generic Terms & Conditions;
- (iii) Specific Terms & Conditions for HSBC Premier/ HSBC Amanah Premier;
- (iv) Specific Terms & Conditions for Retail Banking & Wealth Management; and
- (v) Cardholder Agreement; and
- (vi) HSBC Premier Travel Credit Card Terms & Conditions.

32. HSBC Bank and 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.

33. 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).

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

NOTE: MasterCard does not assume any responsibility for the products and services offered under this offer/promotion. The products sold and services are provided solely by the relevant merchant(s)/vendor(s), under such terms and conditions as determined by such merchant(s)/vendor(s), and MasterCard accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by MasterCard and under no circumstances shall the inclusion of any product or service in this offer/promotion be construed as an endorsement or recommendation of such product or service by MasterCard.