

TERMS & CONDITIONS
HSBC Strike 5 PROMOTION

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as “HSBC Bank” and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as “HSBC Amanah”, collectively referred to as “HSBC”.

THE PROMOTION PERIOD

2. The “HSBC Strike 5 Promotion” (“**Promotion**”) shall run from 26 August 2017 to 30 November 2017, both dates inclusive (“Promotion Period”).

PROMOTION

3. Eligible Cardholder with the first Eligible Spend transaction every 5 minutes will receive one unit of Cash Back as per Table 1 throughout the Promotion Period:

Table 1:

a. Offer

Minimum spend in a single receipt (All Categories)		Cash Back
Tier 1	RM100 to RM499.99	RM10
Tier 2	RM500 and above	RM50

- b. Eligible spend must be of a minimum of RM100 or equivalent per receipt, made from 10am to 10pm (Malaysian time) (“Participating Day”).
- c. For avoidance of doubt, the tracking of the Eligible Spend is based on the Eligible Spend Transaction Time (Malaysian Time) as per HSBC’s record as follows:

Transaction Time	No. of Cash Back Allocated
10:00:00	2
10:05:00 (and every subsequent 5 minutes)	2 for every 5 minutes
22:00:00 (The last Cash Back unit for the day)	2
22:00:01 till 09:59:59 AM the next day ¹	None

¹Eligible Cardholder who spends from 22:00:01 until 09:59:59 the next day is not entitled for any Cash Back.

ELIGIBILITY

4. The Promotion is open to all primary and/or supplementary cardholders of the following credit cards issued by HSBC:
 - a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card and HSBC Visa Platinum Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i , MPower Platinum Credit Card-i and MPower Credit Card-i.

(collectively, the “**Participating HSBC/HSBC Amanah Credit Cards/-i**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of HSBC/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
- ii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
- iii. Cardholder(s) of company and/or corporate of HSBC/HSBC Amanah Credit Cards/-i

(collectively, the “**Eligible Cardholder**”).

REGISTRATION CRITERIA

5. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC /HSBC Amanah Credit Card/-i number(s) via SMS during the Promotion Period. All his/her other Participating HSBC/HSBC Amanah Credit Cards/-i including supplementary credit card/-i(s) shall automatically be tracked for the purpose of tabulating the Participation Criteria in Clause 9 below.

Registration process:

- a. **SMS: N1<space>your 16-digit Participating HSBC/HSBC Amanah Credit Card/-i number to 63839; or**
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials.

Standard telecommunication charges will apply for each SMS sent.

6. Registration can be performed by either the primary or supplementary Eligible Cardholder.
7. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.
8. In the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC/HSBC Amanah Credit Card/-i number in the SMS.

PARTICIPATION & ELIGIBLE SPEND CRITERIA

9. Upon successful SMS registration, the Eligible Cardholder must spend using their Participating HSBC/HSBC Amanah Credit Card/-i in the following manner:-
 - a. Spend a minimum of RM100 (or equivalent if spend is made in a foreign currency) in a single receipt/transaction after receiving the confirmation SMS upon successful registration during the Promotion Period; and
 - b. Spend can be made on any retail transactions as per Clause 10 below

(the “**Participation Criteria**”).

10. Eligible Spend for this Promotion are those that:
 - a. Are charged to any of the Eligible Cardholder’s Participating HSBC/HSBC Amanah Credit Card/-i including the supplementary credit card(s) within the Promotion Period;
 - b. **Include** all internet transactions, local and overseas retail transactions, 0% card instalment plans; and
 - c. **Exclude** cash advances, Cash Instalment Plan, Balance Transfer, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

(hereinafter referred to as the “**Eligible Spend**”).

11. All the primary and supplementary/ies credit card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC/HSBC Amanah Credit Card/-i, Eligible Spend made on all Participating HSBC/HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i 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 Visa Signature credit card, a HSBC Visa Platinum credit card and 2 supplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC/HSBC Amanah Credit Cards/-i will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

12. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).

CASH BACK TERMS & CONDITIONS

13. There is a maximum of RM843,900 Cash Back to be given out for this Promotion which is pooled together with the “HSBC Amanah Strike 5 Promotion”. HSBC Bank is the sole provider for all the Cash Back in this Promotion.
14. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is RM300 throughout the Promotion Period, capped at ONE (1) unit of Cash Back per Participating Day. In the event the Eligible Cardholder is identified to receive the Cash Back (“Eligible Winner”) and the Eligible Cardholder performed more than one Eligible Spend that is entitled for Cash Back in a Participating Day, Cash Back will only be allocated to the Eligible Cardholder’s Eligible Spend with the highest spend amount.

15. The Cash Back allocation is on a first come, first served basis, subject to availability of the Cash Back allocated for that Participating Day as in Table 2 and subject to Clause 14.

Table 2: Cash Back Allocation

Tier	Cash Back Amount (RM)	Total units of Cash Back per Participating Day	No. of Participating Days	Total Cash Back (RM)
RM100 – RM499.99	10	145	97	140,650
RM500 & above	50	145	97	703,250
Total				843,900

16. In the event of a tie in Transaction Time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cash Back. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the highest card type of Participating HSBC/HSBC Amanah Credit Card/-i will get the Cash Back (For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Platinum Credit Card-I and MPower Credit Card-i.
17. In the event there is no successful Eligible Spend as per Clause 3 above, the Cash Back will be brought forward to the next 5 minutes, thereby increasing the total units of Cash Back and number of Eligible Cardholders for the said next 5 minutes, so on and so forth.
18. In the event there is no successful Eligible Spend at 22:00:00 as per Clause 3 above, the Cash Back will be brought forward to the next day (Transaction Time at 10am the next day), thereby increasing the total units of Cash Back and number of Eligible Cardholders for the next day.
19. The Cash Back will be credited into the primary Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i account with the highest spend activities within eight (8) to twelve (12) weeks from the end of the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC/HSBC Amanah Credit Card/-i's monthly credit card statement that follows after the date of the crediting of the Cash Back.

GENERAL TERMS & CONDITIONS

20. At the time of fulfilment of the Cash Back and during the Promotion Period, all the Participating HSBC/HSBC Amanah Credit Card/-i MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
21. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholder.
22. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received in this Promotion.
23. HSBC reserves the right to substitute the Cash Back with any item of similar value at any time with 3 days prior notice.

24. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholder who have been selected to receive the Cash Back for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholder hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
25. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
26. HSBC 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's records;
 - II. press advertisements;
 - III. notice in the Eligible Cardholder's credit card statement(s);
 - IV. display at its business premises; or
 - V. notice on HSBC'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.
27. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
28. HSBC 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.
29. HSBC 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 of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC 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.
30. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC'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 have been advised of the possibility of such loss or damage.
31. 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.
32. HSBC'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 Cash Back 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.
33. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.