# **TERMS & CONDITIONS**

HSBC and airasia points Digital Card Acquisition 2022 Campaign ("this Promotion")

 HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) is referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) is referred to as "HSBC Amanah", both collectively referred to as "HSBC". Under this promotion HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "HSBC credit card/-i (s)".

#### PROMOTION PERIOD

- 2. This Promotion shall run from 24 February 2022 until 31 December 2022, both dates inclusive ("Sign-Up Period").
- 3. "Welcome Period" is a period within sixty (60) days from the date of the welcome letter.

(collectively known as the "Promotion Period")

#### **ELIGIBILITY**

- 4. This Promotion is open to new HSBC customers and existing HSBC customers who do not have a primary HSBC Credit Card/-i(s) and applies for any one of the following primary HSBC Credit Card/-i(s) during the Sign-Up Period in accordance with the terms & conditions of this Promotion:
  - i. HSBC Bank Credit Card(s): HSBC Visa Signature, HSBC Visa/MasterCard Platinum; and
  - ii. HSBC Amanah Credit Card-i(s): HSBC Amanah MPower Platinum Credit Card-i

(collectively known as the "Participating HSBC Credit Card/-i(s)").

- 5. The following categories of persons are <u>not eligible</u> to participate in this Promotion:
  - i. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to the date of application for any Participating HSBC Credit Card/-i(s) under this Promotion;
  - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Sign-Up Period;
  - iii. Existing HSBC Primary HSBC Credit Card/-i(s) Cardholder(s);
  - iv. Cardholder(s) of company and/or corporate HSBC Credit Card/-i (s); and
  - v. Cardholder(s) who are participating in any other concurrent HSBC Credit Card/-i(s) sign-up promotions via any channels (either by HSBC or authorized third parties)

(hereinafter collectively referred to as the "Eligible Cardholders").

For the purposes of this Promotion's terms and conditions:

"Existing HSBC Primary HSBC Credit Card/-i(s) Cardholder" means a customer who has an existing primary HSBC Credit Card/-i(s) during the Sign-Up Period.

"Existing HSBC customer" means a customer who currently has an existing HSBC or HSBC Amanah banking product with no HSBC Credit Card/-i(s) account during the Sign-Up Period.

# **PARTICIPATION CRITERIA**

- 6. In order to participate in this Promotion, Eligible Cardholders must perform the following participation criteria ("Participation Criteria") during the Promotion Period:
  - a. apply for a Participating HSBC Credit Card/-i(s) by completing the application, including submitting the necessary income documents through HSBC website by clicking on the link <a href="https://sp.hsbc.com.my/airasia-big">https://sp.hsbc.com.my/airasia-big</a>);
  - b. activate the newly approved Participating HSBC Credit Card/-i(s) and create PIN (Personal Identification Number) according to the activation steps in the welcome letter;
  - Use the Participating HSBC Credit Card/-i(s) on Eligible Spend (as per Clause 6 below) within Welcome Period;
    and
  - d. Spend at least ten (10) transactions with his/her newly approved Participating HSBC Credit Card/-i(s) on Eligible Spend within the Welcome Period from both primary and supplementary (if any), in accordance with the Eligibility Criteria set out in the Table below

## **ELIGIBLE SPEND**

- 7. Eligible Spend are spend transactions charged to Eligible Cardholders' primary and supplementary Participating HSBC Credit Card/-i(s) account in a single or cumulative receipt, and:
  - includes: local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
  - b. <u>excludes:</u> Fees and charges per Our Tariff and Charges, Cash Advance, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet(s) top up and/or transactions that enables cash-out or transfers to bank account. Example of such e-wallets are BigPay and Boost App. This list is not exhaustive and may be subject to change from time to time.

(the "Eligible Spend").

#### **PROMOTION OFFER**

#### Table:

Promotion Offer "Guaranteed Gift"	Eligibility Criteria	Maximum
RM 25 Cashback and 15,000 airasia points	Spend ten (10) transactions (no minimum amount) on Eligible Spend within the Welcome Period	No Capping

- 8. Each Eligible Cardholder who meet the Participation Criteria and Eligible Spend is entitled to receive one (1) unit of Guaranteed Gift only regardless of the number of Participating HSBC Credit Card/-i(s) approved under this Promotion.
- 9. There will be no limit to the Guaranteed Gift given out under this Promotion throughout the Promotion Period.

## **GUARANTEED REWARDS TERMS AND CONDITIONS & FULFILLMENT**

- 10. Eligible Cardholder must be an existing and valid airasia member ("airasia member") [having subscribed and registered for membership under the loyalty and rewards program operated by BIGLIFE Sdn Bhd (Company No: 201001047301(924656-U) ("BL") under the name "airasia rewards"] and having a unique registration number known as the "airasia member ID" issued by BL at the point of participation in this Promotion.
- 11. Eligible Cardholder must provide their airasia member ID upon applying for the Participating HSBC Credit Card/-i(s) on HSBC's website via the link found in any of the marketing collaterals owned and operated by BL, namely the airasia social media accounts, airasia's web banner or airasia's electronic direct mail ("EDM") sent to the Eligible Cardholders during the Sign-Up Period.
- 12. The 15,000 airasia points from the Guaranteed Gift will be issued to the Eligible Cardholders' airasia membership accounts within sixty (60) working days upon Eligible Cardholders meeting all the Participation Criteria in Clause 6 and shall be valid for twenty four (24) months from the date of such issuance.
- 13. The 15,000 airasia points are not exchangeable and cannot be redeemed for cash. Usage of airasia points is subject to airasia membership terms and conditions (a copy can be found at <a href="https://www.airasiabig.com/my/en/ask-big">https://www.airasiabig.com/my/en/ask-big</a>).
- 14. The RM 25 Cashback from the Guaranteed Gifts will be credited into the Eligible Cardholder's Participating HSBC Credit Card/-i(s) account which first satisfies the Participation Criteria in Clause 6 and Eligibility Criteria in Table above. Crediting of the cashback will be made within 60 days after the Welcome Period and this will be reflected in the Eligible Cardholder's Participating HSBC Credit Card/-i(s) statement in the following month.

## **GENERAL TERMS & CONDITIONS**

15. At the time of Guaranteed Gift fulfilment, your Participating HSBC Credit Card/-i(s) must be PIN activated and must not be delinquent, closed, and/or invalid, dormant or cancelled within HSBC definition, otherwise you will be disqualified from receiving the Guaranteed Gift from this Campaign.

- 16. **BL** is not a participant or sponsor to this Promotion. HSBC is not in any way endorsing, sanctioning, approving or supporting the use of any brand or merchandise sold by BL. Any query and/or dispute on the usage of the airasia points must be directed to, and resolved directly with BL.
- 17. HSBC reserve the right to amend, delete or add to any of these Terms & Conditions with 3 days' prior notice and such amended Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 18. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholders:
  - individual notice (whether by written notice or via electronic means) sent to Eligible Cardholders latest address/email address as maintained in Our records;
  - b. press advertisements:
  - c. notice in Eligible Cardholders credit card statement(s);
  - d. display at HSBC business premises; or
  - e. notice on HSBC internet website(s);

where such notices shall be deemed to be effective on and from the  $4^{th}$  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  $3^{rd}$  day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

- 19. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulates the provision of HSBC 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 & Conditions and the UTCs, these Terms & Conditions shall prevail in relation to this Promotion.
- 20. HSBC reserve 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 Eligible Cardholders to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by Eligible Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.
- 21. HSBC shall not be responsible for any loss or damage arising from or in connection to this Promotion save and except for Eligible Cardholders loss or damage suffered or incurred as a direct result of HSBC's gross negligence.
- 22. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond HSBC's reasonable control.
- 23. Eligible Cardholders 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. HSBC decision on all matters relating to this Promotion shall be final and binding