

TERMS & CONDITIONS

HSBC 2019 RM25 Cash Back Acquisition Promotion ("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**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "**HSBC Credit Card(s)/-i**".

PROMOTION PERIOD

2. Please take note of the following periods for this Promotion:
 - a. **Sign-Up Period** for customers to apply for a primary/supplementary Participating HSBC Credit Card(s)/-i (defined in Clause 3 below) via any channel from **01 January 2019 to 31 December 2019**, both dates inclusive for ("**Sign-Up Period**");
 - b. **Welcome Period** shall be 60 days from the date of your welcome letter for your new Participating HSBC Credit Card(s)/-i ("**Welcome Period**"); and(collectively, the "**Promotion Period**").

ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to any individual who, during the **Sign-Up Period**, applies for any one or more of the following primary/supplementary HSBC Credit Cards/-i:
 - i. **HSBC Bank Credit Card(s)**: HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
 - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i;(collectively, the "**Participating HSBC Credit Card(s)/-i**").
4. The following categories of persons are not eligible to participate in this Promotion:
 - i. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within three (3) months prior to the date of application for any Participating HSBC Credit Card(s)/-i under this Promotion;
 - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and
 - iii. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i.

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

Note: Eligible Cardholders are as follows:

- i. **New Primary Cardholders** defined as new primary cardholders of Participating HSBC Credit Card(s)/-i who currently does not hold any existing HSBC Credit Card(s)/-i.
- ii. **Existing Primary Cardholders** defined as existing primary cardholders of HSBC Credit Card(s)/-i who applies for another new primary Participating HSBC Credit Card(s)/-i.
- iii. **Supplementary Cardholders** defined as follows:
 - a. *new supplementary cardholder of Participating HSBC Credit Card(s)/-i who currently does not hold any existing HSBC Credit Card(s)/-i; or*
 - b. *existing primary/supplementary cardholders of HSBC Credit Card(s)/-i who applies for a new supplementary Participating HSBC Credit Card(s)/-i.*

5. This Promotion is applicable to all HSBC ongoing credit card acquisition campaigns, excluding the RM250 Cash Back Acquisition Campaign/ HSBC Amanah RM250 Cash Back Acquisition Campaign.

PARTICIPATION CRITERIA

6. Eligible Cardholders must during the Promotion Period:
- Apply for any Participating HSBC Credit Card/-i via any channel;
 - Call to activate the newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) in accordance with the activation steps in the welcome letter; and
 - Perform one (1) transaction with no minimum spend using the Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 7 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 1 below;

(the “Participation Criteria”).

ELIGIBLE SPEND

7. Eligible Spend for the Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i; and
- includes:** local and overseas retail transactions (including online transactions), standing instructions/ auto-billing; and
 - excludes:** Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), interest charges, finance charges/management fees, credit card annual fees and Service Tax.

(the “Eligible Spend”).

CASH BACK FULFILMENT CONDITIONS

8. Under this promotion, the Eligibility Criteria to be fulfilled by the Eligible Cardholders as detailed in Table 1 below.

TABLE 1 : NEW/EXISTING PRIMARY CARDHOLDERS/SUPPLEMENTARY CARDHOLDERS
WELCOME OFFER : GET RM25 CASH BACK

| Eligible Cardholder | Offer | Eligibility Criteria | Maximum Units |
|--|----------------------------------|---|-------------------------|
| <u>New/Existing Primary Cardholders/ Supplementary Cardholders</u> | 1x unit of RM25 CASH BACK | <u>Activate and perform one (1) transaction (no minimum amount)</u> | <u>Unlimited</u> |

- An **Eligible cardholder** will receive one (1) unit of **RM25 Cash Back** when the newly approved primary/supplementary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 6 and the Eligibility Criteria in Table 1 above.
- Each Eligible Cardholder is only entitled to receive the Cash Back once** throughout the Promotion Period regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
- The Cash Back will be credited into the Eligible cardholder’s Participating HSBC Credit Card/-i account. Crediting of the Cash Back will be made 60 days after the Welcome Period and this will be reflected in the Eligible cardholder’s Participating HSBC Credit Card/-i statement in the following month.
- The first year annual fee of Participating HSBC Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i** at least once a month for consecutive 12 months. No minimum amount is required.

**For HSBC Premier Travel Credit Card, subsequent year annual fee is waived upon annual minimum spending of RM45,000 per annum (including primary and supplementary spend)

CASH BACK CONDITIONS

9. At the time of crediting the primary Eligible Cardholder’s Participating HSBC Credit Card(s)/-i account with the Cash Back, all the Participating HSBC Credit Card(s)/-i account(s) of the Eligible Cardholders **MUST BE PIN Activated** and MUST NOT be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC’s definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.

10. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other account or any third party's account.
11. HSBC reserves the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.

GENERAL TERMS & CONDITIONS

12. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
13. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. 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;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC 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.
14. This Promotion's 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 this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
15. 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.
16. 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.
17. 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.
18. 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.
19. HSBC's decision on all matters relating to this Promotion shall be final and binding.