# AMENDED TERMS & CONDITIONS HSBC ACTIVATE 25 PROMOTION ("Promotion")

This Amended Terms and Conditions for HSBC Activate 25 Promotion will supersede the existing Terms and Conditions with effect from **30 June 2021**.

- Clause 2 has been amended in bold and struck through to reflect the extension of the Promotion Period from 30 June 2021 to 31 December 2021.
- Clause 5 has been amended in bold and struck through whereby customers need to activate their Participating HSBC Credit Card/-i by the due date stated in the SMS invitation in order to receive the Cashback.
- 1. HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) will be referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) will be referred to as "HSBC Amanah", collectively referred to as "HSBC".

#### THE PROMOTION PERIOD

2. The "HSBC Activate 25 Promotion" ("**Promotion**") shall run from 1 April to **30 June 31 December 2021**, both dates inclusive.

(the "Promotion Period").

#### **ELIGIBILITY**

- 3. Subject to Clause 4 below, this Promotion is open to the following primary and supplementary non-activated credit cardholders of HSBC who receive an SMS invitation from HSBC on this Promotion:
  - 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, HSBC Platinum Mastercard and HSBC Visa Platinum Credit Card; and
  - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Visa Platinum Credit Card-i and HSBC Amanah MPower Visa Credit Card-i

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

- 4. The following categories of persons are <u>not eligible</u> to participate in this Promotion:
  - i. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia; and/or
  - ii. Cardholder(s) of invalid or cancelled HSBC Bank Credit Card/-i(s) and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah's definition at any time during the Promotion Period; and/or
  - iii. Cardholder(s) of company and/or corporate HSBC Bank Credit Card/-i(s); and/or
  - iv. Permanent and/or contract employees of HSBC in Marketing, Customer Value Management (Credit Card), Data Analytics and Information Management department

(hereinafter collectively referred to as the "Eligible Cardholder(s)").

# **PARTICIPATION CRITERIA**

 Eligi ble Cardholders will receive a SMS invitation from HSBC with the last 4 digit of the Participating HSBC Credit Card/-i that requires activation. Eligible Cardholder must activate the Participating HSBC Credit Card/i by the due date stated in the SMS during the Promotion Period by calling the Activation hotline 03-8321 8999.

(the "Participation Criteria").

#### **CASH BACK TERMS & CONDITIONS**

6. Once Eligible Cardholders satisfy the Participation Criteria, the Eligible Cardholders are entitled to receive **1 unit** of RM25 Cash Back for each activated Participating HSBCCredit Card/-i.

## (the "Cash Back").

7. For avoidance of doubt, each Eligible Cardholder can receive more than 1 unit of Cash Back if he / she activates more than 1 non-activated Participating HSBCCredit Card/-iinline with the Participation Criteria.

#### Example 1:

Cardholder A has a non-activated HSBC Visa Signature credit card and a non-activated HSBC Visa Platinum credit card. Once Eligible Cardholder satisfy the Participation Criteria on both of the non-activated Participating HSBC Credit Card/-i(s), the Eligible cardholder will be entitled to receive 2 units of Cash Back.

#### Example 2:

Cardholder B only has a non-activated HSBC Visa Platinum credit card. Once Eligible Cardholder satisfy the Participation Criteria on that non-activated Participating HSBC Credit Card/-i(s), the Eligible cardholder will be entitled to receive 1 unit of Cash Back.

- 8. Cash Back is pooled together with the Amended HSBC Amanah Activate 25 Promotion. HSBC Bank is the sole provider for all the Cash Back in this Promotion.
- 9. The Cash Back will be credited into the Eligible Cardholder's Participating HSBC Credit Card/-i(s) account within twelve (12) to sixteen (16) weeks after the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC Credit Card/-i's monthly credit card statement that follows after the date of the crediting of the Cash Back.
- 10. During the Promotion Period and at the time of fulfilment of the Cash Back, all Participating HSBC Credit Card/-i(s) must meet the Participation Criteria and 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.
- 11. If the Participation Criteria for this Promotion is disputed or alleged to be fraudulent, the Cash Backwill be forfeited and will not be credited into the Eligible Cardholder's Participating HSBC Credit Card/-i(s).
- 12. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholders.

## **GENERAL TERMS & CONDITIONS**

- 13. HSBC reserves the right to vary, delete or add to any of this Promotion's Terms & Conditions with 3 days prior notice.
- 14. This Promotion's Terms and Conditions, as a mended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 15. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - 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. displayatits 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.
- 16. 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 <a href="www.hsbc.com.my">www.hsbc.com.my</a> and <a href="www.hsbc.com.my">www.hsbc.com.my</a>. In the event of inconsistency between this Promotion's Terms and Conditions and the UTCs, this Promotion's Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 17. 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.
- 18. 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 Promotions hall 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.
- 19. 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.
- 20. 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.
- 21. HSBC's decision on all matters relating to this Promotion shall be final and binding.