

Terms & Conditions for HSBC Great Giveaways (“This Programme”)

Every mention of “HSBC” refers to HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad. Individually, 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**”. All Takaful products herein are managed by HSBC Amanah Takaful (Malaysia) Sdn. Bhd. (Company No. 731530-M) (“**Takaful Operator**”).

1. This Programme shall run from **1 July 2010 to 31 July 2010**, both dates inclusive (“**Programme Period**”).
2. This Programme is open to all primary HSBC Bank/HSBC Amanah Credit Card/-i cardholders (collectively referred to as “HSBC Credit Card/-i cardholders”) EXCEPT for the following categories of persons:-
 - (a) Holder(s) of HSBC Credit Cards/-i that are not issued in Malaysia; and/or
 - (b) Holder(s) of invalid or cancelled HSBC Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Programme Period; and/or
 - (c) Holder(s) of company and/or corporate HSBC Credit Cards/-i; and
 - (d) Holder(s) of “5000” and/or “9000” series HSBC Bank Credit Cards (hereinafter referred to as the “**Eligible Cardholders**”)

3. **Programme Offer(s)**

The Eligible Cardholder stands to receive the following upon fulfilling the Qualifying Conditions in Clause 4 below within the Programme Period:-

- (i) Eligible Cardholder who holds any HSBC Bank credit card and applies for HSBC Bank HomeSmart (“HomeSmart”)

One (1) Reward Point to be awarded into the Eligible Cardholder’s HSBC Bank Credit Card account for every Ringgit of the financing amount for HomeSmart and the total Reward Points to be received by an Eligible Cardholder is capped at a maximum of 1 million Reward Points for each financing;

- (ii) Eligible Cardholder who holds any HSBC Amanah credit card-i and applies for HSBC Amanah HomeSmart-i (“HomeSmart-i”)

0.50% Cash Back to be credited into the Eligible Cardholder’s HSBC Amanah Credit Card-i account for every RM10,000 of the financing amount for HomeSmart-i and the total Cash Back to be received by an Eligible Cardholder is capped at a maximum of RM5,000 for each financing

(hereinafter collectively referred to as the “**WELCOME Gift**’)

(iii) If an Eligible Cardholder does not hold an HSBC Bank and/or HSBC Amanah Credit Cards/-i that entitles the Eligible Cardholder to the respective Welcome Gift then the Eligible Cardholder will need to apply for an HSBC Bank or HSBC Amanah Credit Card/-i respectively. For avoidance of doubt and as an example, if the Eligible Cardholder only holds an HSBC Amanah credit card-i but in meeting the qualifying conditions below, the Eligible Cardholder wishes to apply for the HomeSmart, then the Eligible Cardholder must have or apply for an HSBC Bank credit card to receive the Reward Points.

4. Qualifying Conditions

To be eligible to receive the respective WELCOME Gift, the Eligible Cardholder must fulfill the following terms and conditions:

(i) The Eligible Cardholder must have applied for an HomeSmart/ HomeSmart-i financing and Takaful Mortgage Protector/Takaful Mortgage Protector Plus with a minimum 50% coverage of the financing during the Programme Period;

(ii) The minimum financing amount for property located in Klang Valley region i.e. Kuala Lumpur and Selangor is RM400,000 and the minimum financing amount for property located out of the Klang Valley region is RM200,000.

(iii) The financing offer is based on HSBC’s prevailing Board Rates at a Ccustomer Pays Cost package.

(iv) Applicable for sub-sale, refinancing, completed and new purchases from developer only.

(v) Eligible Cardholder must perfect the security documentation for the HomeSmart/ HomeSmart-i financing no later than 31 August 2010.

(vi) The Programme Offer(s) is not applicable to the following categories of persons:

a. Eligible Cardholders who apply for refinancing of an existing HSBC Bank/HSBC Amanah home financing to HomeSmart/ HomeSmart-i during the Programme Period;

b. Eligible Cardholders who apply for HomeSmart/HomeSmart-i Reserve and/or HomeSmart/HomeSmart-i Advantage.

5. An Eligible Cardholder who meets all of the Qualifying Conditions in Clause 5 above for its HomeSmart/HomeSmart-i financing within the Programme Period will be entitled to receive only one (1) WELCOME Gift for each financing.

6. Under this Programme, Eligible Cardholders are entitled to receive one (1) WELCOME Gift for each HomeSmart/HomeSmart-i financing. In a joint application situation, only the

principal applicant of the financing who is also an Eligible Cardholder is entitled to receive the respective WELCOME Gift.

7. If an Eligible Cardholder terminates the HomeSmart/HomeSmart-i after perfection of security documentation:
 - i) HSBC Bank reserves the right to charge the Eligible Cardholder with the full amount of the Reward Points ("Indebted amount"), after giving the Eligible Cardholder seven (7) days prior notice, by debiting the Eligible Cardholder's accounts maintained with HSBC Bank for the Indebted amount if the Reward Points received under this Programme has been redeemed; or by debiting the Eligible Cardholder's HSBC Bank credit card account that received the Reward Points with the Indebted amount; or reversing out the Reward Points that was credited into the Eligible Cardholder's HSBC Bank credit card;
 - ii) HSBC Amanah reserves the right to charge the Eligible Cardholder with the full cost of the Cash Back ("Indebted amount"), after giving the Eligible Cardholder seven (7) days prior notice, either by debiting the Eligible Cardholder's accounts maintained with HSBC Amanah for the Indebted amount or by debiting the Eligible Cardholder's HSBC Amanah credit card-i account that received the Cash Back with the Indebted amount.

8. The following terms and condition apply to the WELCOME Gift:

i) Where the Eligible Cardholder(s) meets the Qualifying Conditions, the respective WELCOME Gift will be calculated and determined based on the Eligible Cardholder(s) final approved and accepted home financing amount that is applied for during the Programme Period.

ii) The total amount of the WELCOME Gift awarded to Eligible Cardholders will be credited into the Eligible Cardholders highest type of Participating HSBC Bank/HSBC Amanah Credit Card/-i account within four (4) to six (6) weeks after 31 August 2010. The primary Eligible Cardholder(s) who is entitled to receive the WELCOME Gift will receive notification of the same through his/her respective Participating HSBC Bank/HSBC Amanah Credit Card/-i monthly credit card statement in the month after the crediting of the WELCOME Gift. For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Card/-i is in the following order:

(a) HSBC Bank

HSBC Bank Premier MasterCard Credit Card being the highest card type, followed by HSBC Bank Platinum Visa Credit Card, HSBC Bank Gold MasterCard/Visa Credit Card, and HSBC Bank Classic MasterCard/Visa Credit Card.

(b) HSBC Amanah

HSBC Amanah Premier MasterCard Credit Card-i being the highest card type, followed by HSBC Amanah MPower Visa Platinum Credit Card-i, and HSBC Amanah MPower Visa Credit Card-i

iii) HSBC reserves the right to substitute the WELCOME Gift with any other prize or item of similar value at any time with 3 days prior notice.

iv) HSBC reserves the right, at their absolute discretion, in the allocation of the WELCOME Gift to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the WELCOME Gift with any other prize or item for this Programme will be entertained.

v) HSBC will not entertain any request by the Eligible Cardholders or any other party to credit the WELCOME Gift to any of the Eligible Cardholder's other HSBC Bank and/or HSBC Amanah Credit Card/-i account or any third party's HSBC Bank and/or HSBC Amanah Credit Card/-i account.

vi) The WELCOME Gift is not exchangeable for cash or in kind.

vii) Only the primary Eligible Cardholder (who is also the principal applicant for the financing) is entitled to receive the WELCOME Gift.

viii) HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the use of the WELCOME Gift in this Promotion.

ix) At the time of receipt of the WELCOME Gift by the Eligible Cardholder for this Programme, the primary Participating Credit Card/-i account(s) of the Eligible Cardholder MUST NOT be delinquent, and/or his/her HSBC Bank and/or HSBC Amanah Credit Card/-i(s) MUST NOT be invalid or cancelled within HSBC Bank and/or HSBC Amanah's definition, otherwise they will be disqualified from participating in this Programme or from receiving the WELCOME Gift.

9. The Programme Offer(s) are only applicable to this Programme and not to be used in conjunction with any other promotional offer that are being offered by HSBC.

10. To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representatives, warranties, 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 Programme.

11. 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.

12. All applications under this Programme do not constitute an offer of credit and all applications are subject to HSBC Bank/HSBC Amanah's Terms and Conditions and credit evaluation.
13. HSBC's decision on all matters relating to this Programme and in case of any dispute shall be final and binding on all Eligible Cardholders of this Programme and no correspondence will be entertained.
14. HSBC reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle an Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by an Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
15. HSBC reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions with 3 days prior notice.
16. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 15 above, shall prevail over any provisions or representatives contained in any other promotional materials advertising this Programme.
17. These Terms and Conditions are in addition to existing Terms and Conditions for all products featured in this Programme ("**Product Terms and Conditions**") and the respective Universal Terms and Conditions ("**UTCs**") for HSBC Bank/HSBC Amanah, of which the respective Cardholder Agreements are part of and which regulates the provision of credit card/-i facilities by HSBC Bank/HSBC Amanah. In the event of inconsistency between these Terms and Conditions, the Product Terms and Conditions and HSBC Bank/HSBC Amanah's UTCs, the terms and conditions shall prevail in the following order:
 - (i) These Terms and Conditions;
 - (ii) The Product Terms and Conditions;
 - (iii) The HSBC Bank/HSBC Amanah's UTCs.
18. Under this Programme. An Eligible Cardholder will also be responsible for all applicable government taxes or levies relating to the Programme (if any and if applicable).
19. By participating in this Programme, an Eligible Cardholder agrees to be bound by these Terms and Conditions.
20. In the event where there is inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English and Bahasa Malaysia version of this Terms and Conditions, the English version of these Terms and Conditions shall prevail.