

## **Terms & Conditions for Credit Card Cash Rebates Promotion (“This Promotion”)**

1. This Promotion shall run from 1 July 2009 to 31 July 2009, both dates inclusive (“**Promotion Period**”).
2. This Promotion is open ONLY to existing HSBC Bank Malaysia Berhad (“HSBC”) Credit Cardholders who receive an SMS from HSBC for participation in this Promotion (“**Eligible Cardholder**”).
3. The SMS will be sent only to the primary Eligible Cardholder and will reflect the necessary details of the Eligible Cardholder’s participation in this Promotion as per clauses 4 and 5 herein.
4. An Eligible Cardholder stands to get the following cash rebates subject to fulfillment of the qualifying conditions as per clauses 5 and 6 below within the Promotion Period:
  - 4.1 For HSBC Visa Classic Credit Card and/or HSBC Classic MasterCard Credit Card, an Eligible Cardholder stands to receive RM50 cash rebate.
  - 4.2 For HSBC Visa Gold Credit Card and/or HSBC Gold MasterCard Credit Card, an Eligible Cardholder stands to receive RM150 cash rebate.
  - 4.3 For HSBC Visa Platinum Credit Card, an Eligible Cardholder stands to receive RM300 cash rebate.

### **(“Cash Rebates”)**

#### 5. Qualifying Conditions:

- 5.1 For HSBC Visa Classic Credit Card and/or HSBC Classic MasterCard Credit Card (“Participating HSBC Classic Credit Card”):

##### **Segment 1**

- a) Accumulated minimum spend of RM2500 on any of the Participating HSBC Classic Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible Cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.1(a) Segment 1 above.

##### **Segment 2**

- a) Accumulated minimum spend of RM1500 on any of the Participating HSBC Classic Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible Cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.1(a) Segment 2 above.

- 5.2 For HSBC Visa Gold Credit Card and/or HSBC MasterCard Gold Credit Card (“Participating HSBC Gold Credit Card”):

##### **Segment 1**

- a) Accumulated minimum spend of RM4000 on any of the Participating HSBC Gold Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible Cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.2(a) Segment 1 above.

##### **Segment 2**

- a) Accumulated minimum spend of RM3000 on any of the Participating HSBC Gold Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible Cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.2(a) Segment 2 above.

5.3 For HSBC Visa Platinum Credit Card (“Participating HSBC Platinum Credit Card”):

**Segment 1**

- a) Accumulated minimum spend of RM8000 on any of the Participating HSBC Platinum Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible Cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.3(a) Segment 1 above.

**Segment 2**

- a) Accumulated minimum spend of RM5000 on any of the Participating HSBC Platinum Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) within the Promotion Period will entitle the primary Eligible Cardholder to receive the Cash Rebate as stipulated in the SMS that the Eligible cardholder received for participation in this Promotion.
- b) Each primary Eligible Cardholder is only entitled to receive a one (1) time Cash Rebate within the Promotion Period subject to fulfilment of the qualifying conditions under clause 5.3(a) Segment 2 above.

6. Eligible spend for this Promotion are those that are:

- a) charged to (1) any of the Eligible Cardholder’s HSBC Visa Classic Credit Card and/or HSBC Classic MasterCard Credit Card (whether primary or supplementary) for Eligible Cardholders under clauses 4.1 and 5.1 above or (2) any of the Eligible Cardholder’s HSBC Visa Gold Credit Card and/or HSBC MasterCard Gold Credit Card (whether primary or supplementary) for Eligible Cardholders under clauses 4.2 and 5.2 above or (3) any of the Eligible Cardholder’s HSBC Visa Platinum Credit Card (whether primary or supplementary) for Eligible Cardholders under clauses 4.3 and 5.3 above; (collectively known as “Participating Credit Card”); and
- b) made within the Promotion Period;
- c) meets the respective minimum spend amount as per clause 5 above which is as reflected in the SMS that the Eligible Cardholder received for participation in this Promotion;
- d) includes standing instructions/auto-billing, internet retail transactions and zero percent (0%) instalment plans made within the Promotion Period;
- e) excludes credit card annual fees, finance/penalty charges, cash advances and balance transfers; and
- f) Eligible spend is calculated based on total consolidated (all primary and supplementary(ies)) customer spending and spend in similar HSBC credit card type will also be consolidated and will not be viewed individually to meet the respective minimum spend criteria in clause 5 above.

*Example 1: Cardholder A falls under clauses 4.1 and 5.1 above and has a primary HSBC Visa Classic Credit Card, a primary HSBC Classic MasterCard Visa Credit Card and 2 supplementary HSBC Visa Classic Credit Cards. Eligible spend made on any of the primary and supplementary credit card(s) will be consolidated to meet the relevant spend criteria in Segment 1 or Segment 2 of Clause 5.1 above.*

*Example 2: Cardholder B falls under clauses 4.2 and 5.2 above and has a primary HSBC Visa Gold Credit Card, a primary HSBC MasterCard Gold Credit Card and 2 supplementary HSBC Visa Gold Credit Cards. Eligible spend made on any of the primary and supplementary credit card(s) will be consolidated to meet the relevant spend criteria in Segment 1 or Segment 2 of Clause 5.2 above.*

*Example 3: Cardholder C falls under clauses 4.3 and 5.3 above and has a primary HSBC Visa Platinum Credit Card and 2 supplementary HSBC Visa Platinum Credit Cards. Eligible spend made on any of the*

*primary and supplementary credit card(s) will be consolidated to meet the relevant spend criteria in Segment 1 or Segment 2 of clause 5.3 above.*

7. The following terms and conditions apply to the Cash Rebate:
  - 7.1 The cash rebate(s) is provided on an "As Is" basis.
  - 7.2 In the event of unavailability of the Cash Rebates, HSBC reserves the right to substitute the cash rebates with any other prize of similar value at any time without prior notice.
  - 7.3 HSBC reserves the right, at its absolute discretion, in the allocation of the Cash Rebates to the Eligible Cardholders and no request by the Eligible Cardholder or any other party for the exchange or substitution of any cash rebate(s) with another Prize for this Promotion will be entertained.
  - 7.4 The Cash Rebate(s) is not exchangeable for cash.
  - 7.5 HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Cash Rebates in this Promotion.
  - 7.6 The Cash Rebate will be credited as follows within six (6) weeks from the end of the Promotion Period ie 15 September 2009:-
    - i) For Eligible Cardholders under clauses 4.1 and 5.1 above; the Cash Rebate will be credited into the primary Eligible Cardholder's Participating HSBC Classic Credit Card account which records the highest spend (primary and/or supplementary) within the Promotion Period;
    - ii) For Eligible Cardholders under clauses 4.2 and 5.2 above; the Cash Rebate will be credited into the Eligible Cardholder's Participating HSBC Gold Credit Card account which records the highest spend (primary and/or supplementary) within the Promotion Period;
    - iii) For Eligible Cardholders under clauses 4.3 and 5.3; the Cash Rebate will be credited into the primary Eligible Cardholder's HSBC Visa HSBC Platinum Credit Card.
  - 7.7 The Eligible Cardholder will receive notification of the Cash Rebate, if any, through the respective Participating Credit Card's monthly bill statement that follows after the date of the crediting of the Cash Rebate into the Eligible Cardholder's Participating Credit Card account as per clause 7.7 above. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Rebate to any Eligible Cardholder's other or any third party's HSBC Credit Card account.
  - 7.8 To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representation, warranty, or endorsement, 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 the Cash Rebate.
8. At the time of spend and/or receipt of the Cash Rebate by the Eligible Cardholder for this Promotion, the primary HSBC Credit Card account(s) of the selected Eligible Cardholder MUST NOT be delinquent, and/or that his/her HSBC Credit Card(s) MUST NOT be invalid or cancelled within HSBC definition, otherwise they will be disqualified from participating in this Promotion.
9. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.
10. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility of participation and in case of any dispute, is final and binding on all Eligible Cardholders of this Promotion and no correspondence will be entertained.
11. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.

12. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 11, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
13. These Terms and Conditions are in addition to the Cardholder Agreement which regulates the provision of credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions and the said Agreement, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
14. HSBC reserves the right to cancel, terminate or suspend this Promotion with or without any 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/recipient of the Cash Rebate amount as a direct or indirect result of the act of cancellation, termination or suspension.
15. In no event will HSBC be liable for any losses or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any part including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly included.
16. The Eligible Cardholders/ recipients of the Cash Rebate under this Promotion shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws or regulations, if any, in relation to this Promotion.
17. HSBC shall not be liable for any loss or damage due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of HSBC.
18. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.