

## **Terms & Conditions for Exclusive HSBC / HSBC Amanah Credit Card/-i ONLINE Cash Back Promotion (“this Promotion”)**

- 1) This Promotion is from 5 July 2010 to 31 October 2010, both dates inclusive (“Promotion Period”).
- 2) This Promotion is open to the general public who apply for Primary HSBC / HSBC Amanah Credit Card/-i (Eligible Cardholder). Therefore Eligible Cardholders must
  - (i) apply for a primary **HSBC Gold credit cards (Visa and/or MasterCard), HSBC Amanah MPower Visa Credit Card-i, HSBC Visa Platinum credit card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Amanah Advance Visa Platinum Credit Card-i** (“the Participating Credit card/-i(s)”) within the Promotion Period. And
  - (ii) apply the Participating Credit Card/-i(s) via HSBC / HSBC Amanah public website with the corresponding website addresses : [www.hsbc.com.my](http://www.hsbc.com.my) or [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my),
  - (iii) not be an existing or prior HSBC Gold credit cards (Visa and/or MasterCard), HSBC Amanah MPower Visa Credit Card-i, HSBC Visa Platinum credit card, HSBC Amanah MPower Visa Platinum Credit Card-i , HSBC Advance Visa Platinum Credit Card, HSBC Amanah Advance Visa Platinum Credit Card-i.
- 3) Upon receipt and activation of the Participating Credit card/-i(s), the Eligible Cardholder must activate the card by swiping the Participating Credit card/-i(s) ONCE (1), with minimum swipe amount of RM50 in order to enjoy the following :
  - i) For HSBC Gold card (Visa / MasterCard) & HSBC Amanah MPower Visa Credit Card-I , enjoy **RM90 cash back upon first activation of minimum RM50**
  - ii) For HSBC Visa Platinum / HSBC Amanah MPower Visa Platinum Credit Card /-i, and HSBC Advance Visa Platinum / HSBC Amanah Advance Visa Platinum Credit Card /-i, enjoy **RM160 cash back upon first activation of minimum RM50**
- 4) Upon receipt of the Participating Credit Card /-i(s), Eligible Cardholder must activate the card by 30<sup>th</sup> November 2010.
- 5) Eligible spends for this Promotion are those that:
  - (i) are charged to the Participating Credit Card/-i(s) by the Eligible Cardholder within the Spend Period; and
  - (ii) are retail transactions made on the Participating Credit Card/-i(s) within the Spend Period, including online purchase BUT excluding balance transfer, standing instructions/auto billing, finance fees, credit card annual fee payments, government service tax, Installment Payment Plan, and cash advance transactions
- 6) The Cashback amount that is to be received by the Eligible Cardholder for the respective Participating Credit Card/-i(s), if any, will be credited into the Eligible Cardholder’s respective Participating Credit Card/-i(s) account one month after the card was activated.

## General Terms & Conditions

9) HSBC/HSBC Amanah Bank reserves the right to reject any application form that is illegible, unclear, and/or not accompanied by copies of the applicant's supporting documents as required by HSBC/HSBC Amanah.

10) HSBC/HSBC Amanah Bank reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardholder of this Promotion for advertising and publicity purposes. By participating in this Promotion, the Eligible Cardholder hereby consent to and agree that HSBC/HSBC Amanah shall be at liberty to publish his/her names, pictures, city of residence and identification numbers for advertising and publicity purposes without compensation and/or prior notice.

11) By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions (and the Terms and Conditions as amended from time to time pursuant to Clause 13 ) and the decisions of HSBC/HSBC Amanah.

12) HSBC/HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility of participation, spend and/or receipt of the Cash Back for this Promotion, and in the event of any dispute, is final and binding on all Eligible Cardholders and no correspondence will be entertained.

13) HSBC/HSBC Amanah Bank reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with 3 days prior notice.

14) These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 13, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.

15) The Participating Credit Card account belonging to the Eligible Cardholder who is to receive the Cash Back MUST NOT be delinquent, and/or be invalid or cancelled within HSBC/HSBC Amanah's definition, otherwise he/she will be disqualified / will not be able receive the Cash Back.

16) These Terms and Conditions are in addition to the Cardholder Agreement which regulates the provision of credit card facilities by HSBC/HSBC Amanah. 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.

17) HSBC/HSBC Amanah shall not be held liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are beyond the reasonable control of HSBC/HSBC Amanah.

18) HSBC/HSBC Amanah expressly excludes and disclaims, to the fullest extent permitted by law, any representations, warranties or 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 the Cash Back.

19) HSBC/HSBC Amanah 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/HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder and/or recipient of the Cash Back to any claim or compensation against HSBC/HSBC Amanah for any and all losses or damages suffered or incurred by the Eligible Cardholder and/or recipient of the Cash Back as a direct or indirect result of the act of cancellation, termination or suspension.

20) In no event will HSBC/HSBC Amanah 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 has been advised of the possibility of such damages in advance, and all such damages are expressly included.

21) The Eligible Cardholder and/or recipient of the Cash Back 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, if any, in relation to this Promotion.

22) In the event of 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.