

HSBC Platinum Visa “Travel in Style” Acquisition Promotion (“this Promotion”) Terms & Conditions

1. This Promotion is from 16 May to 16 June 2008 both dates inclusive (“Promotion Period”).
2. This Promotion is now extended from 16 June 2008 until the stocks of Free Gift (1,000) pieces are exhausted. (“Promotion Period”).
3. This Promotion is opened to the general public except for the following category of persons :
 - a) Holder(s) of HSBC credit cards that are not issued in Malaysia; and/or
 - b) Holder(s) of invalid or cancelled HSBC credit cards and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
 - c) Holder(s) of company and/or corporate HSBC credit cards; and/or
 - d) Holder(s) of “5000” and/or “9000” series HSBC credit cards; and/or
 - e) Permanent and/or contract employees of HSBC Bank Malaysia Berhad (“HSBC”) (including its subsidiaries and related companies) and their immediate family members (spouses, children, parents, brothers and sisters); and/or
 - f) Representatives and/or agents (including but not limited to advertising and promotion agents) of HSBC and their immediate family members (spouses, children, parents, brothers and sisters).

(“Eligible Participants”).

4. a) Further to Clause 2 above, Eligible Participants of this Promotion must have:
 - i) Submitted an application for the following individual HSBC credit card(s): primary and/or supplementary credit card for HSBC Platinum Visa in Malaysia during the Promotion Period;
 - ii) Are not existing HSBC Credit Cardholders of the same type;
- b) The Eligible Participants must apply using the new credit card application forms (“Application Form”) with the Marketing Programme code: **SFPV** during the Promotion Period.
- c) The Eligible Participant should only complete and submit one primary credit card application form to HSBC for the HSBC Platinum Visa credit card. Duplicate application forms for the same from the Eligible Participant will be disregarded. Notwithstanding the same, the Eligible Participant may submit more than one (1) application form for any of the HSBC supplementary credit cards.
- d) Each Eligible Participant who applies for any of the HSBC Credit Cards listed hereinbelow will receive the following 1st year annual fee waiver:

Card Type	Primary	Supplementary
HSBC Platinum Visa	RM600	RM300

5. Each Eligible Participant must have activated the newly approved HSBC Platinum Visa Credit Card(s) and meet the below spend criteria (“Spend Criteria”) within six (6) months of receipt of his/her HSBC Platinum Visa Credit Card(s) to receive a Samsonite Freeminder Luggage Bag (“Promotional Gift”).

6. Spend Criteria for all Eligible Participant:

Card Type	Spend Amount
HSBC Platinum Visa	RM25,000

7. Eligible spend for this Promotion are those that:

- i) Are charged to the newly approved HSBC Platinum Visa credit card ("Participating HSBC credit card"); and
- ii) Are made by the Eligible Participant within six (6) months of receipt of his/her new HSBC Platinum Visa Credit Card(s); and
- iii) Excludes 0% interest installment plans, balance transfers, cash advance, standing instructions/autobilling, finance fee and credit card annual fee payment.

8. Spend is calculated based on total consolidated (primary and supplementary) customer spending i.e. for a multiple card account, spending by primary cardholder and supplementary cardholder(s) will be consolidated and will not be viewed separately.

9. Upon satisfying the requirements in clauses 3, 4 and 5 above for HSBC Platinum Visa credit card application that was made within the Promotion Period, each Eligible Participant (being a primary cardholder) is only entitled to one (1) Promotional Gift while stock lasts.

10. The Promotional Gift is valid to the first 1,000 successfully approved HSBC Platinum Visa credit card applicants while stock lasts.

11. The following terms and conditions apply to the Promotional Gift:

- i) The design, size and colour of the Promotional Gift given are subject to HSBC's discretion. No requests or communication by the Eligible Participant on the aforementioned will be entertained.
- ii) The Promotional Gift is provided on an "As is" basis, it does not include any accessories or items that are shown in the leaflet or website, as they are for illustrative purposes only.
- iii) In the event of unavailability of the Promotional Gift, HSBC reserves the right to substitute the Promotional Gift with any other prize of similar value at any time without prior notice.
- iv) The Promotional Gift is not exchangeable for cash, credit or kind.
- v) HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Promotional Gift.
- vi) Upon approval of the HSBC Platinum Visa credit card, the Promotional Gift will be delivered to the Eligible Participant's correspondence address within 4 weeks from the date of approval of the HSBC Platinum Visa credit card(s) by the Eligible Participant.
- vii) The Promotional Gift will be sent to the Eligible Participant's address maintained within HSBC's records and within Malaysia only. No mailing to another address other than the address on record will be allowed.
- viii) Should the Eligible Participant's fail to comply with the spend criteria as per Clause 5, a sum of RM650 will be debited into the Eligible Participant's HSBC Platinum Visa credit card being the cost of the Promotional Gift.
- ix) To the fullest extent permitted by law, there are no, and HSBC expressly excludes and disclaims 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 Promotional Gift.

General Terms and Conditions

12. 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 Participant to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.
13. HSBC reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time without prior notice.
14. These Terms and Conditions, as the same may be amended from time to time pursuant to Condition 11, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
15. By participating in this Promotion, the Eligible Participant agrees to be bound by these Terms and Conditions. HSBC's decision on all matters including but not limited to the eligibility of participation, spend and/or rewards for this Promotion, and in the event of a dispute, is final and binding on the Eligible Participant(s) and no correspondence will be entertained.
16. HSBC reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Participant of this Promotion for advertising and publicity purposes. By participating in this Promotion, the Eligible Participant hereby consent to and agree that HSBC shall be at liberty to publish his/her name, picture, city of residence and identification number for advertising and publicity purposes without compensation and/or prior notice.
17. 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 party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion and/or the Promotional Gift, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
18. All Eligible Participant of 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.
19. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.