

Amended Terms and Conditions – “HSBC Mega Sale” Promotion (“this Promotion”) effective from 13 July 2010

- A. This amended Terms and Conditions for “HSBC Mega Sale” Promotion (“this Terms and Conditions”) will supersede the existing, pre-amended Terms and Conditions with effect from the following dates and this amended Terms and Conditions for “HSBC Mega Sale” Promotion will be effective from the following dates until the end of the Promotion Period:
- B. For easy reference, the amendments to this Terms and conditions are in bold and underlined as below.

1. **This Promotion is from 5 July 2010 to 19 September 2010, both dates inclusive (“Promotion Period”).**
2. This Promotion is open to all holders of HSBC Premier MasterCard Credit Card, HSBC Visa Platinum Credit Card, HSBC Gold Visa Credit Card, HSBC Gold MasterCard Credit Card, HSBC Classic Visa Credit Card, HSBC Classic MasterCard Credit Card (“Participating HSBC Bank Credit Cards”) issued by HSBC Bank Malaysia Berhad (“HSBC Bank”) EXCEPT for the following categories of persons:
- Holder(s) of HSBC Credit Cards that are not issued in Malaysia; and/or
  - 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;
  - Holder(s) of company and/or corporate HSBC Credit Cards and/or
  - Holder(s) of “5000” and/or “9000” series HSBC Credit Cards.

(hereinafter referred to as the “**Eligible Cardholder**”).

3. **Registration criteria:**

- To participate in this Promotion, the Eligible Cardholder must first register any one of his/her HSBC Bank Credit Card number(s) via SMS during the Promotion Period. Registration process is as follows:  
SMS: SALE<space>your 16-digit HSBC Bank Credit Card number to 33213. Standard telco charges will apply for each SMS sent.
- Upon successful registration, the Eligible Cardholders will receive a confirmation via SMS. Such confirmation will be sent to the mobile number used for the registration as stated in clause 3(a) above and the confirmation SMS will cost the Eligible Cardholder RM0.30.
- Registration can be performed by the primary Eligible Cardholder and/or his/her supplementary HSBC Credit Cardholder.
- Once registered, see clauses 4 and 5 below.

4. **The Promotional Offer**

- (a) Upon satisfying the Spending and Selection Criteria as stated in Clause 5 below within the Promotion Period, the Eligible Cardholder stands to receive HSBC Mega Sale cash back as per Table 2 below, on a 'first-come, first-served' basis and subject to the availability of the HSBC Mega Sale cash back.
- (b) **The maximum amount of HSBC Mega Sale cash back to be given out to each selected Eligible HSBC Premier Credit Cardholders and/or each selected Eligible HSBC Platinum Credit Cardholder is capped at RM150.00 from Participating Weeks 1 to 6, and another RM150.00 from Participating Weeks 7 to 11, respectively.**
- (c) **The maximum amount of HSBC Mega Sale cash back to be given out to each selected Eligible HSBC Gold Credit Cardholder is capped at RM100.00 from Participating Weeks 1 to 6, and another RM100.00 from Participating Weeks 7 to 11, respectively.**
- (d) **The maximum amount of HSBC Mega Sale cash back to be given out to each selected Eligible HSBC Classic Credit Cardholder is capped at RM75.00 from Participating Weeks 1 to 6, and another RM75.00 from Participating Weeks 7 to 11, respectively.**
- (e) **There is a total of RM450, 000.00 HSBC Mega Sale cash back to be given out throughout the Promotion Period (which will be further broken down and shared among the participating weeks within the Promotion Period).**
- (f) **For each of the participating weeks, as set out in Table 1 below, there will be a total of RM40,909.00 HSBC Mega Sale cash back to be given out, on a 'first-come, first-served' basis and subject to availability.**
- (g) The HSBC Mega Sale cash back will only be given out for dining, shopping and groceries transactions made with the Eligible Cardholders and/or his/her supplementary credit cardholder's Participating HSBC Bank Credit Cards within Malaysia only ('Cash Back' Spend) that forms part of the Eligible Spend.
- (h) For avoidance of doubt, upon fulfilling the Spending and Selection Criteria within the respective participating weeks of the Promotion Period, all transactions made by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) on their Participating HSBC Bank Credit Cards that are categorized under the Merchant Category Code (MCC) of F&B (dining), Shopping and Groceries may be given the HSBC Mega Sale cash back on a 'first-come, first-served' basis and subject to availability. The MCCs that are **excluded** from the HSBC Mega Sale cash back are:
1. Travel
  2. Automobile
  3. Direct Marketing
  4. Education
  5. Entertainment
  6. Membership
  7. Utility

8. Grooming
9. Health
10. Home
11. Hotels
12. Internet
13. Charity
14. Petrol

The list of excluded MCC's stipulated above in non-exhaustive.

- (i) Only the primary Eligible Cardholder is eligible to receive the HSBC Mega Sale cash back.
- (j) The HSBC Mega Sale cash back will be credited into the selected Eligible Cardholders' Primary HSBC Credit Card account within 4-6 weeks after the end of the Promotion Period. The selected Eligible Cardholder who is entitled to receive the HSBC Mega Sale cash back will receive notification of the same through his/her respective Participating HSBC Credit Card monthly bill statement in the month after the crediting of the HSBC Mega Sale cash back.
- (k) **HSBC Bank will not entertain any request from any Eligible Cardholders or any other person to credit the HSBC Mega Sale cash back to the Eligible Cardholder's other or any third party's HSBC Credit Card account.**
- (l) **HSBC Bank shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the HSBC Mega Sale cash back received in this Promotion.**

## 5. Spending and Selection Criteria

- (a) Upon successful registration as per Clause 3 above, the Eligible Cardholder and/or his/her supplementary Credit Cardholder(s) must spend a minimum of RM500.00 whether accumulated or in a single transaction using any of their Participating HSBC Bank Credit Card(s) for any of the participating weeks as listed in Table 1 below:

Table 1

Participating Week	Dates
1	5 July 2010 – 11 July 2010
2	12 July 2010 – 18 July 2010
3	19 July 2010 – 25 July 2010
4	26 July 2010 – 1 August 2010
5	2 August 2010 – 8 August 2010
6	9 August 2010 – 15 August 2010
7	16 August 2010 -22 August 2010
<b><u>8</u></b>	<b><u>23 August 2010 – 29 August 2010</u></b>
<b><u>9</u></b>	<b><u>30 August 2010 – 5 September 2010</u></b>
<b><u>10</u></b>	<b><u>6 September 2010 – 12 September 2010</u></b>
<b><u>11</u></b>	<b><u>13 September 2010 – 19 September 2010</u></b>

- (b) For avoidance of doubt, the spend must be incurred in a Participating Week only and spend in a particular Participating Week is not to be brought forward to another Participating Week in order for the Eligible Cardholder to meet the Spending Criteria.
- (c) Once the Eligible Cardholder meets the minimum spending criteria for any of the Participating Week as per clause 5(a) above, the Eligible Cardholder stands to win HSBC Mega Sale cash back from that amount on spend that are made on dining, grocery and/or shopping only (on a ‘first-come, first-served basis’ and subject to availability). The amount of the HSBC Mega Sale cash back that the selected Eligible Cardholders stand to receive on their dining, grocery and/or shopping spend will be determined by the time of the day of the Cash Back Spend transactions are made, as detailed in Table 2 below:

Table 2

Time of day when the Cash Back Spend on dining, grocery and/or shopping was incurred	Percentage of HSBC Mega Sale cash back (%) to be received for the Cash Back Spend
0000 hrs – 0259 hrs 1200 hrs – 1459 hrs	10
0300 hrs – 0559 hrs 1500 hrs – 1759 hrs	5
0600 hrs – 0859 hrs 1800 hrs – 2059 hrs	5
0900 hrs – 1159 hrs 2100 hrs – 2359 hrs	25

**Example: Cardholder A has an accumulative spend of RM500 in a participating week which is made up of RM100 spend for shopping at 1300 hrs, RM200 spend for groceries at 1600 hrs, RM100 spend for dining at 2200 hrs and another RM100 spend on Travel. Cardholder A, whilst meeting the minimum spend criteria of RM500, will only stand to receive cash back on the spend made on shopping, dining and groceries. As such, the total HSBC Mega Sale cash back Cardholder A may stand to get for that participating week is RM10 (shopping)+RM10 (groceries)+RM25 (dining)=RM45.**

- (d) “Weekly” is defined as each calendar week from Monday to Sunday.
- (e) Eligible Cardholders who are entitled to receive the HSBC Mega Sale cash back are selected from each Participating Week notwithstanding

whether any particular day of the week has been determined as a public holiday or otherwise.

6. Eligible Spend for the Promotion are those that:
- (a) Are charged to any of the Eligible Cardholder's Participating HSBC Bank credit card(s) including the supplementary credit card(s) as per the Spending Criteria in clause 5(a) above within the Promotion Period;
  - (b) Includes 0% installment plans, overseas transactions, cash advances, retail transactions, standing instructions/auto-billing and internet transactions;
  - (c) Excludes finance charges and credit card annual fee payment; and
  - (d) From the Eligible Spend made within the Promotion Period, only spend on dining, grocery and shopping **that are made in Malaysia** will stand to receive the HSBC Mega Sale cash back as per clause 5(c) above on a 'first-come, first-served' basis and subject to availability.
  - (e) Spend is calculated based on total consolidated (primary and supplementary/ies) spending per Participating Week. If the Eligible Cardholder has multiple Participating HSBC Bank Credit Card/HSBC Amanah Credit Card/-i accounts, all spending on all Participating HSBC Bank/HSBC Amanah Credit Card/-i by the primary Credit Card/-i cardholder and his/her supplementary/ies) credit card/-i Cardholder(s) will be consolidated and will not be viewed individually to meet the respective spending criteria for each participating week within for the Promotion Period.

("Eligible Spend")

*Example: Cardholder A has an HSBC Visa Platinum credit card, an HSBC Visa Gold credit card and 2 supplementary HSBC Visa Gold credit cards, all transactions on any of those Participating HSBC Bank Credit Card(s) will be consolidated and not viewed individually to meet the respective spending criteria of the Promotion.*

7. At the time of selecting the Eligible Cardholder for the HSBC Mega Sale cash back, the primary Participating HSBC Bank Credit Card account(s) of the selected Eligible Cardholders MUST NOT be delinquent, and/or that their HSBC Participating Credit Card be invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or from receiving the HSBC Mega Sale cash back from this Promotion.

#### General Terms and Conditions

8. **HSBC reserves the right to substitute the HSBC Mega Sale cash back with any other prize or item of similar value at any time with 3 days prior notice.**
9. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who has been selected to receive the HBSC

Mega Sale cash back for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.

10. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.
11. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the recipient of the HSBC Mega Sale cash back for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholder of this Promotion and no correspondence will be entertained.
12. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
13. 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.
14. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - i) 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) display at its 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.
15. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTC") for HSBC Bank of which the respective Cardholder Agreements is part of and which regulates the provision of credit card facilities by HSBC Bank. In the event of inconsistency between these Terms and Conditions and the UTC, these Terms and Conditions shall prevail in so far as they apply to this Promotion.

16. 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.
17. 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 Promotion shall not entitle the Eligible Cardholder/potential winners/winners to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder/potential winners/winners as a direct or indirect result of the act of cancellation, termination or suspension.
18. 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.
19. The Eligible Cardholder 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.
20. 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