

**Terms & Conditions for “HSBC/HSBC Amanah RM100 Cash Back” Promotion (“this Promotion”).**

1. This Promotion is from 20 September 2009 to 30 November 2009, both dates inclusive (“Promotion Period”).
2. This Promotion is open to holders of HSBC Premier MasterCard Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Gold credit card, HSBC Amanah MPower Visa Credit Card-i and HSBC Classic credit card (“Participating HSBC/HSBC Amanah Credit Card(s)/-i”) issued by HSBC Bank Malaysia Berhad (“HSBC”) and/or HSBC Amanah Malaysia Berhad (“HSBC Amanah”) respectively (hereinafter referred to as the “Eligible Cardholder”).

**3. The promotion**

The Eligible Cardholder stands to receive 1 unit of RM100 cash back for his/her eligible spend under clause 5 below upon fulfillment of the qualifying conditions in clause 4 below within the Promotion Period (“RM100 Cash Back”), subject to its availability and on a first-come-first-served basis.

**4. Qualifying conditions:**

- a) The Eligible Cardholder and/or his/her supplementary HSBC/HSBC Amanah credit cardholder(s)/-i must charge a minimum of RM1,000 eligible dining spend under clause 5 below in a single receipt or accumulated spend to any of the Participating HSBC/HSBC Amanah Credit Cards/-i of the primary Eligible Cardholder or his/her supplementary HSBC/HSBC Amanah credit cardholder(s)/-i to get one (1) unit of the RM100 Cash Back.
5. Eligible spend for this Promotion are those that are:
- a) Charged to the Participating Credit Card/-i of the primary Eligible Cardholder's or his/her HSBC/HSBC Amanah supplementary credit cardholder(s); and
  - b) Made on dining spend only, i.e. food and beverages at all dining merchant outlets in Malaysia which carry the restaurant Merchant Category Code of “Dining” as per HSBC/HSBC Amanah’s system (excluding food and beverage café outlets at hotels) (“Participating Dining Outlets”); and
  - c) Made within the Promotion Period; and
  - d) A minimum amount of RM1,000 made in a single receipt or in accumulated spend.

(hereinafter referred to as the “Eligible Spend”).

6. At the time of spend or receipt of the RM100 Cash Back by the primary Eligible Cardholder for this Promotion, the primary HSBC/HSBC Amanah Credit Card/-i account(s) of the Eligible Cardholder MUST NOT be delinquent, or closed by HSBC/HSBC Amanah or to be operated fraudulently and/or that his/her HSBC/HSBC Amanah Credit Card(s)/-i MUST NOT be invalid or cancelled within HSBC/HSBC Amanah’s definition, otherwise they will be disqualified from participating in this Promotion or receiving the RM100 Cash Back.
7. The following terms and conditions apply to the RM100 Cash Back:
  - a) Each primary Eligible Cardholder can receive only one (1) unit of RM100 Cash Back throughout the Promotion Period for his/her Eligible Spend, subject to fulfillment of the qualifying conditions under clause 4 above.
  - b) There will be 150 winners from 20 September to 25 October 2009 and another 150 winners from 26 October to 30 November 2009 which totals up to 300 winners who will be awarded with the RM100 Cash Back throughout the Promotion Period on a first-come-first-served basis.
  - c) Only the primary Eligible Cardholder will receive the RM100 Cash Back under this Promotion.
  - d) The RM100 Cash Back received for all Eligible Spend by the Eligible Cardholder and/or his/her supplementary credit card holder’s Participating Credit Card throughout the Promotion Period will only be credited into the respective primary Eligible Cardholder’s Participating Credit Card/-i account with the highest spend on dining that was used in making the Eligible Spend within four (4) to six (6) weeks after 30 November 2009 (“Crediting Period”). HSBC will not entertain any request from any Eligible Cardholder or any other party to credit the RM100 Cash Back to any other HSBC Credit Card account.
  - e) The primary Eligible Cardholder who is entitled to receive the RM100 Cash Back will receive notification of the same through his/her respective Participating Credit Card(s)/-i monthly bill statement in the month after the Crediting Period as per clause 7(d) above.
  - f) HSBC/HSBC Amanah reserves the right, at its absolute discretion, in the allocation of the RM100 Cash Back to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the RM100 Cash Back with another prize for this Promotion will be entertained.
  - g) The RM100 Cash Back earned is not exchangeable for cash. The Eligible Cardholders are not allowed to transfer or sell their RM100 Cash Back to any other person.

- h) HSBC/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the receipt of the RM100 Cash Back in this Promotion.

### **General Terms**

8. HSBC/HSBC Amanah reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardholder for this Promotion for advertising and publicity purposes in any media. By participating in this Promotion, the Eligible Cardholder hereby consents to and agrees that HSBC/HSBC Amanah shall be at liberty to publish their names, pictures, city of residence and identification numbers without compensation for advertising and publicity purposes.
9. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions as amended from time to time pursuant to clause 11 and the decisions of HSBC/HSBC Amanah.
10. HSBC/HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility of participation, and/or receipt of the RM100 Cash Back for this Promotion, 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/HSBC Amanah 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 respective Cardholder Agreements which regulate the provision of credit card/i facilities by HSBC/HSBC Amanah. In the event of inconsistency between these Terms and Conditions and the said Agreements, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
14. HSBC/HSBC Amanah 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/HSBC Amanah.
15. 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 to any claim or compensation against HSBC/HSBC Amanah for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.

16. 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 HSBC/HSBC Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly included.
17. 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.
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.