

# Terms and Conditions for Exclusive HSBC Credit Card Online Promotion (“this Promotion”)



- 1) This Promotion is from 10 March 2010 to 31 May 2010, both dates inclusive (“Promotion Period”).
- 2) This Promotion is open to the general public except for the following categories of persons:
  - (i) 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
  - (ii) 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); and/or
  - (iii) Holder(s) company and/or corporate HSBC credit card; and/or
  - (iv) Holder(s) of 5000 and/or 9000 series HSBC credit card; and/or
  - (v) Holder(s) of any HSBC Credit Cards issued in Malaysia. (“Eligible Cardholder”).
- 3) Further to Clause 2 above, the Eligible Cardholder must:
  - (i) apply for a primary HSBC Gold credit cards (Visa and/or MasterCard) and/or HSBC Visa Platinum credit cards (“the Participating Credit Card(s)”) online via HSBC website at [www.hsbc.com.my](http://www.hsbc.com.my) within the Promotion Period. Thereafter, the normal procedure for completing the online application for the Participating Credit Card(s) is to be observed within the Promotion Period; and
  - (ii) only complete and submit one primary online application for both or any one of the Participant Credit Card(s) within the Promotion Period. Any other method of application are not acceptable for this Promotion; and
  - (iii) not be an existing or prior HSBC Credit Cardholder of any type; i.e. must not have had or must not currently hold an HSBC Premier MasterCard Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Gold/HSBC Gold MasterCard Credit Card and/or HSBC Visa Classic/HSBC Classic MasterCard Credit Card.
- 4) Upon receipt and activation of the Participating Credit Card(s), the Eligible Cardholder must swipe the Participating Credit Card(s) for a minimum 5 times by 31 July 2010 (“Spend Period”) to enjoy the following :
  - i) For HSBC Gold card (Visa / MasterCard), enjoy 10% Cashback, upto RM50, upon first 5 (five) swipes;
  - ii) For HSBC Visa Platinum card, enjoy 20% Cashback, upto RM50, upon first 5 (five) swipes
- 5) Eligible spends for this Promotion are those that:
  - (i) are charged to the Participating Credit Card(s) by the Eligible Cardholder within the Spend Period; and
  - (ii) are retail transactions made on the Participating Credit Card(s) within the Spend Period excluding balance transfer, standing instructions/auto billing, finance fees, credit card annual fee payments, Instalment Payment Plan and cash advance transactions.
- 6) Spend is calculated based on the Eligible Cardholder’s eligible spend made on the respective Participating Credit Card(s) within the Spend Period; Participating Credit Card account(s) will not be taken into account as eligible spend to meet the 5 swipes requirement for this Promotion.
- 7) The Cashback amount that is to be received by the Eligible Cardholder for the respective Participating Credit Card(s), if any, will be credited into the Eligible Cardholder’s respective Participating Credit Card(s) account as per the table below (depending on the date of the completion of the 5th swipe as per the table below:

## **Date of the 5th Swipe**

### **Date of crediting of the Cash Back into the respective Participating Credit Card(s) account :**

<b>Spend Period</b>	<b>Cashback Crediting Period</b>
• 1 March – 31 March 2010	= 30 April 2010
• 1 April – 30 April 2010	= 31 May 2010
• 1 May – 31 May 2010	= 30 June 2010
• 1 June – 30 June 2010	= 31 July 2010

- 8) The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating Credit Card(s) monthly bill statement that follows after the date of crediting of the Cash Back into the Eligible Cardholder’s respective Participating Credit Card(s) account as above.

## General Terms & Conditions

- 9) HSBC 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.
- 10) HSBC 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 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.
- 12) HSBC'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 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'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. 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 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.
- 18) HSBC 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 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 and/or recipient of the Cash Back to any claim or compensation against HSBC 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 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.
- 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.