

Amended Terms and conditions – HSBC March School Holiday Promotion (“This Promotion”) effective from 1 March 2010

A. This amended Terms and Conditions for "HSBC March School Holiday Promotion" ("this Terms and Conditions") will take effect from 1 March 2010. Eligible Cardholders who only participated in this Promotion from 1-28 February 2010 ("these Eligible Cardholders") will be governed by the existing, pre-amended Terms and Conditions for "HSBC March School Holiday" Promotion.

B. For easy reference, the amendments to this Terms and Conditions are in bold and underlined as below.

1. This Promotion is from 1 February 2010 to 31 March 2010, both dates inclusive (***"Promotion Period"***).
2. This Promotion is open to all HSBC Bank Malaysia Berhad (“HSBC”) Credit Cardholders, EXCEPT for the following categories 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 Bank Credit Cards; and /or
 - (d) Holder(s) of “5000” and /or “9000” series HSBC Bank Credit Cards

(hereinafter referred to as the ***"Eligible Cardholder"***).

3. An Eligible Cardholder who makes an eligible spend as per clause 4 below stands to win a movie pass to ‘Alice in Wonderland’ or any other movie distributed by Buena Vista Columbia TriStar as stated under clause 6 (m) below, subject to fulfillment of the qualifying conditions within the Promotion Period, while stocks last and on a first-come, first-served basis.

(herein referred to as ***"Prize"***)

4. Qualifying Conditions:

- (a) Every seven (7) swipes (minimum spend of RM50 for each swipe) on any of the Eligible Cardholder’s Participating HSBC Credit Card by the Eligible Cardholder and/or his/her supplementary credit cardholder(s) for each of the participating months of February 2010 (i.e. 1-28 February 2010) and March 2010 (i.e. 1-31 March 2010) respectively (***"each Participating Month"***) within the Promotion Period may entitle the primary Eligible Cardholder to receive one (1) unit of the Prize.
- (b) Each primary Eligible Cardholder may get up to a maximum of four (4) units of the Prize throughout the Promotion Period subject to fulfillment of the qualifying conditions under clause 4(a) above and subject to availability of the Prizes for each Participating Month within the Promotion Period on a while stocks last and first-come, first-served basis.

- (c) Prizes are limited to 5,000 units for each Participating Month within the Promotion Period.
- (d) Split qualifying transactions to meet the minimum spend amount of RM50 for each swipe are disallowed and will be disqualified from the calculation of the 7 swipes. For avoidance of doubt, the minimum RM50 must be for a single transaction and in a single receipt. As for the 7 swipes criteria, each 7 swipes must be completed within each Participating Month.

5. Eligible spend for this Promotion as those that:

- (a) are charged to any of the Eligible Cardholder's HSBC Credit Cards ("Participating HSBC Credit Cards");
- (b) are made within each Participating Month of the Promotion Period;
- (c) meets the minimum spend amount of RM50 per each transaction/swipe;
- (d) includes internet retail transactions, overseas transactions and zero percent (0%) installment plan(s) made within each Participating Month of the Promotion Period;
- (e) excludes credit card annual fees, finance/penalty charges, cash advances, balance transfers and standing instructions/auto-billing; and
- (f) Eligible Spend on any of the Participating HSBC Credit Card is calculated based on total consolidated (all primary and supplementary(ies)) customer spending. For Eligible Cardholders who have multiple Participating HSBC Credit Card accounts, spending by the primary Eligible cardholder and/or his/her supplementary(ies) cardholders on any of the Participating HSBC Credit Card within the respective Participating Months in the Promotion Period will be consolidated and will not be viewed individually to meet the qualifying conditions.

Example : Cardholder A has a primary HSBC Visa Platinum Credit Card, a primary HSBC Visa Gold Credit Card and 2 supplementary HSBC Visa Gold Credit Cards. Eligible spend of minimum RM50 made on any of the primary and supplementary credit card(s) will be consolidated to meet the 7 swipes criteria.

6. The following terms and conditions apply to the Prize; ie the Buena Vista Columbia Tristar (BVICT) movie pass:

- (a) Valid at all GSC Cinemas nationwide EXCEPT for GSC Pavilion and GSC One Utama;
- (b) Redeemable for 1 (One) normal BVICT movie ticket for "Movie" only
- (c) Not valid for Gold Class, Premiere Class, Twin Seats and Digital 2-D
- (d) For Digital 3-D movie, a RM5 surcharge applies
- (e) Not valid with other GSC promotions or offers
- (f) This voucher is not exchangeable for cash or for sale
- (g) Original movie pass must be presented at GSC cinemas box office to redeem for movie ticket
- (h) Redemption of tickets is subject to availability of seats
- (i) The voucher is good for 1 (One) time use only

- (j) Vouchers cannot be used for GSC e-payment (online ticketing) facilities
- (k) Vouchers is valid from 1st Feb 2010 till 30th June 2010
- (l) The voucher is not a movie ticket and does not permit entry to any GSC cinemas
- (m) The movie pass can be redeemed for the following movies only:
 - i. True Legend
 - ii. Book of Eli
 - iii. Alice in Wonderland
 - iv. When in Rome
 - v. Bounty Hunter
 - vi. Death At A Funeral
 - vii. The Descent 2**
 - viii. Back Up Plan
 - ix. Prince of Persia
 - x. The Karate Kid
 - xi. Toy Story 3

- 7. The Prize is provided on a “As Is” basis, while stocks last and on a first-come, first-served basis.
- 8. In the event of unavailability of the Prize, HSBC reserves the right to substitute the Prize with any other prize of similar value at any time **with 3 days** prior notice.
- 9. HSBC reserves the right, at its absolute discretion, in the allocation of the Prize to the Eligible Cardholders and no request by the Eligible Cardholder or any other party for the exchange or substitution of any Prize with another Prize for this Promotion will be entertained.
- 10. The Prize(s) is/are not exchangeable for cash or credit.
- 11. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Prize(s) in this Promotion.
- 12. A notification letter together with the Prize(s) will be sent to the Eligible Cardholders who qualify to receive the same under this Promotion within six (6) weeks from the end of each Participating Month of the Promotion Period. The notification letter and the Prize(s) will be sent to the Eligible Primary Cardholder’s mailing address which is maintained in HSBC’s records. No mailing to any other address or address outside of Malaysia will be allowed.
- 13. To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representation, warranty, or endorsement, 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 Prize(s).

14. Any loss or damage of the Prize(s) is passed on to the Eligible Cardholder upon receipt of the Prize.
15. The Prize(s) may be subjected to further terms and conditions stipulated by Buena Vista Columbia TriStar Films (Malaysia) Sdn Bhd and Golden Screen Cinemas Sdn. Bhd. (“GSC Cinema”)
16. By participating in this Promotion, the Eligible Cardholders / recipients of the Prize(s) agrees to be bound by these Terms and Conditions and the decisions of HSBC.
17. HSBC’s decision on all matters relating to this Promotion including but not limited to the eligibility of participation and in case of any dispute, is final and binding on all Eligible Cardholders / recipients of the Prize(s) of this Promotion and no correspondence will be entertained
18. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions **with 3 days** prior notice.
19. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 18, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
20. These Terms and Conditions are in addition to the respective 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.
21. 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 Cardholders / recipients of the Prize(s) to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholders / recipients of the Prize(s) as a direct or indirect result of the act of cancellation, termination or suspension.
21. 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.
22. The Eligible Cardholders / recipients of the Prize(s) 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 or regulations, if any, in relation to this Promotion.

23. HSBC shall not be liable for any loss or damage due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of HSBC.
24. 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.