

Terms & Conditions for “HSBC/HSBC Amanah RM5 Cash Rebate at Caltex” Promotion (“this Promotion”).

1. This Promotion is from 1 March 2010 to 30 June 2010, 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 a RM5 cash rebate upon fulfilling the qualifying conditions in clause 4 below within the Promotion Period, subject to its availability and on a first-come-first-served basis.

4. Qualifying conditions:

- a) The Eligible Cardholder and/or his/her supplementary credit card/-i cardholder(s) must charge a minimum of RM200 (in single or accumulated sales draft/receipt) or any multiples of RM200 (in a single or accumulated sales draft(s)) at any Caltex Petrol Stations in Malaysia to any of the Participating HSBC/HSBC Amanah Credit Cards/-i of the primary Eligible Cardholder and/or his/her supplementary credit card(s) within the Promotion Period.
 - b) Upon fulfilling the qualifying conditions in clause 4(a) above, the Eligible Cardholder stands to receive one (1) unit of RM5 cash rebate subject to availability and on a first-come-first-served basis.
5. Eligible spend for this Promotion are those that are:
 - a) Made at any Caltex Petrol Stations in Malaysia and charged to any of the Participating HSBC/HSBC Amanah Credit Cards/-i of the primary Eligible Cardholder and/or his/her supplementary credit cardholder(s);
 - b) Made within the Promotion Period;
 - c) A minimum amount of RM200 made in a single or accumulated sales drafts/receipts or any multiples of RM200 in a single or accumulated sales drafts/receipts.
 - d) Spend is calculated based on total consolidated (all primary and supplementary (ies)) customer spending. For Eligible Cardholders who have multiple Participating HSBC/HSBC Amanah Credit Card(s)/-i, all spending on all Participating HSBC/HSBC Amanah Credit Card(s)/-i by the primary HSBC Credit Cardholder and his/her supplementary (ies) HSBC Credit Cardholder(s) will also be consolidated and will not be viewed individually.

For example, if cardholder A has an HSBC Visa Platinum credit Card, an HSBC Gold MasterCard Credit Card, HSBC Visa Gold Credit Card, an HSBC Visa Classic Credit Card and 2 supplementary credit cards, all transactions made using any of those

credit cards within the Promotion Period at Caltex Petrol Stations will be consolidated and will not be viewed individually to meet the spend requirement herein.

6. At the time of making the eligible spend, receipt or redemption of the RM5 cash rebate by the Eligible Cardholder for this Promotion, the primary Eligible Cardholder's HSBC/HSBC Amanah Credit Card/-i account(s) 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 cash rebate.
7. HSBC/HSBC Amanah reserves the right, at its absolute discretion, in the allocation of the RM5 cash rebate to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the cash rebate with another prize/gift for this Promotion will be entertained.
8. The following terms and conditions apply to the RM5 cash rebate
 - a) A total of 40,000 units of RM5 cash rebate or total value of RM200,000 in cash rebate will be given away throughout the Promotion Period on a first-come-first-served basis.
 - b) Each Eligible Cardholder is only allowed to receive cash rebate of up to a maximum value of RM100 throughout the Promotion Period.
 - c) The Cash Rebate received by the Eligible Cardholder and/or his/her supplementary credit card holder's Participating HSBC/HSBC Amanah Credit Card(s)/-i throughout the Promotion Period will only be credited into the respective primary Eligible Cardholder's highest type of Participating Credit Card/-i account based on the schedule below. (For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i are in the following order: HSBC Premier MasterCard Credit Card being the highest card type, followed by HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Gold Credit Card, HSBC Amanah MPower Visa Credit Card-i, HSBC Classic Credit Card)

Selection #	Period when the Eligible Cardholder meets the minimum spend requirement of RM200	Period of crediting RM5 cash rebate ("Crediting Period") into respective Participating Credit Card(s) account
1	01/03/2010 – 31/03/2010	30/04/2010
2	01/04/2010 – 30/04/2010	31/05/2010
3	01/05/2010 – 31/05/2010	30/06/2010
4	01/06/2010 – 30/06/2010	31/07/2010

- d) Should the period of crediting date fall on a public holiday, the crediting will be conducted on the next working day. The Eligible Cardholder will receive notification of the cash rebate, if any, through the respective Participating HSBC/HSBC Amanah Credit Card/-i's monthly bill statement that follows after the date of the crediting of

the cash rebate. HSBC and/or HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to credit the cash rebate to any Eligible Cardholder's other or any third party's HSBC and/or HSBC Amanah Credit Card/-i account.

- e) HSBC/HSBC Amanah will not entertain any request from any Eligible Cardholder or any other party to credit the RM5 cash rebate to any other HSBC Credit Card account/HSBC Amanah Credit Card account-i.
- f) Subject to availability and on a first come first serve basis, only the primary Eligible Cardholder will receive the RM5 cash rebate for transactions made by the primary Eligible Cardholder and/or his/her supplementary credit cardholder(s) under this Promotion at any Caltex Petrol Stations in Malaysia.
- g) HSBC/HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption of the RM5 cash rebate in this Promotion.
- h) The RM5 cash rebate is provided on an "As Is" basis, while stocks last and on a first come first served basis
- i) HSBC and/or HSBC Amanah reserves the right to substitute the RM5 cash rebate as the gift for the Promotion with any other gift of similar value at any time without prior notice.

General Terms

- 9. 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.
- 10. 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 12 and the decisions of HSBC/HSBC Amanah.
- 11. 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 RM5 cash rebate 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.
- 12. HSBC/HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
- 13. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 12, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 14. These Terms and Conditions are in addition to the Cardholder Agreement which regulates the provision of credit card facilities by HSBC/HSBC Amanah. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.