

The HSBC Supplementary Credit Card Guaranteed Gift & First year Annual Fee Waiver Promotion ('this Promotion')  
Terms & Conditions

1. This Promotion is from 01 September 2006 – 31 December 2006, both dates inclusive ('Promotion Period').
2. This Promotion is open to all existing HSBC Visa Platinum, HSBC Gold and Classic Visa/Mastercard primary credit cardholders except for the following categories: (a) 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 (b) Persons who had cancelled his/her HSBC Credit Card in the past six months prior to this Promotion Period. and/or (c) contract employees of HSBC Bank Malaysia Berhad ('HSBC') (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters) ('Eligible Cardholders');
3. An Eligible Cardholder must apply for one (1) supplementary HSBC Visa Platinum, HSBC Gold or Classic Visa/Mastercard credit card using the new supplementary credit card application form with the Marketing Program code 'SSG2', 'SUP3' or Online application with the Marketing Code 'OSP3' ('Application Form') during the Promotion Period.
4. The completed Application Form together with a photocopy of the requested intended supplementary cardholder's identification document (i.e. identity card or first 3 pages of passport), as requested in the Application Form must be posted to the address stated on the top of the Application Form itself. HSBC will have the final say in determining whether any Application Form has been received and evidence of postage will not be taken as evidencing receipt.
5. HSBC reserves the right to reject any Application Form that is illegible, unclear, incomplete and/or not accompanied by a copy of the intended supplementary cardholder's identification document.
6. Upon approval of the application within the Promotion Period or not later than 31 December 2006, the Eligible Cardholder is entitled to receive the following under this Promotion subject to three (3) times usage of the new supplementary card within one (1) month of receipt of his/her new HSBC supplementary credit card:
  - (a) an Emergency Mobile Phone Charger ('Guaranteed Gift') for every supplementary application approved:

An Eligible Cardholder is entitled to receive one (1) Guaranteed Gift for each approved HSBC supplementary credit card. Each Eligible Cardholder is entitled to a maximum of five (5) Guaranteed Gift collectively under

    - (i) this Promotion; and
    - (ii) the Additional HSBC credit card Guaranteed Gift & First year Annual Fee Waiver Promotion.
  - (b) waiver of 1st year annual fee for up to a maximum of ten (10) approved supplementary credit cards in the following rates:
    - (i) HSBC Visa Platinum-RM300.00 per credit card,
    - (ii) HSBC Gold Visa or MasterCard - RM80.00 per credit card; and
    - (iii) HSBC Classic Visa or MasterCard - RM40.00 per credit card.
  - (c) One (1) Million Reward Points Contest
7. The Eligible Participant will also be eligible to participate in HSBC's That Millionaire Feeling Campaign ("the Contest") and stand a chance to win One Million Reward Points. For further details and for the terms and conditions regarding the Contest, please logon to our website at [www.hsbc.com.my](http://www.hsbc.com.my).
8. The Guaranteed Gift will be sent together with the Eligible Cardholder's HSBC Supplementary Credit Card upon approval to their address as per HSBC record within 2-3 weeks of approval. The following terms and conditions apply to the Guaranteed Gift:
  - (a) Any loss or damage to the Guaranteed Gift is passed on to the successful Eligible Cardholder upon receipt by the Eligible Cardholder of the Guaranteed Gift.
  - (b) The Guaranteed Gift is provided on an "As is" basis.
  - (c) The Guaranteed Gift does not include any accessories or items that are shown in the leaflet or website as they are for illustrative purposes only.
  - (d) In the event of unavailability of the Guaranteed Gift or any component(s), HSBC reserves the right to substitute the Guaranteed Gift with any other prize of similar value at any time without prior notice.
  - (e) The Guaranteed Gift is not exchangeable for cash, credit or kind.
  - (f) To the fullest extent permitted by law, there are no, and HSBC expressly excludes and disclaims 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 Guaranteed Gift.
  - (g) HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Guaranteed Gift in this Promotion by law.
  - (h) The design, size and colour of the Guaranteed Gift given are subject to HSBC's discretion. No requests or communication by the Eligible Participant on the aforesaid will be entertained.

9. HSBC reserves the right as its absolute discretion to vary, delete or add to any of these terms & conditions without prior notice.
10. These Terms and Conditions, as may be amended from time to time pursuant to 9 above, shall prevail over any provisions or representations contained in any other promotional material advertising this Promotion. In no event will HSBC be liable for any loss or damages (including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion and/or the Guaranteed Gift, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
11. 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 to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
12. HSBC's decision on all matters including but not limited to eligibility of cardholder(s) participation, receipt of applications, approval of applications and/or allotment of gifts and benefits for this Promotion is final and binding on the Eligible Cardholders and no correspondence will be entertained.
13. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) between English and Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
14. By submitting an application using the dedicated forms as per clause 3 above, the Eligible Participant is deemed to have agreed to (i) participating in this Promotion; (ii) be bound by the Terms and Conditions herein, including the decisions of HSBC concerning this Promotion; and (iii) HSBC and its agencies using his/her names and/or photographs for purposes of publicity, advertising and/or trade without further notice or compensation.