

## Terms & Conditions for 'HSBC & Celcom Joint Promotion' Campaign ("This Promotion")

Every mention of "HSBC" refers to HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad collectively. Individually, HSBC Bank Malaysia Berhad (Company No. 127776-V) shall be referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) shall be referred to as "HSBC Amanah".

- This Promotion shall run from 1 July to 30 September 2010, both dates inclusive ("Promotion Period").
- This Promotion is open to all HSBC Bank Credit Cardholders and/or HSBC Amanah Credit Card-i Cardholders (collectively referred to as "HSBC Credit Card-i cardholders") EXCEPT for the following categories of persons:-
  - Holder(s) of HSBC Bank and/or HSBC Amanah Credit Cards-i that are not issued in Malaysia; and/or
  - Holder(s) of invalid or cancelled HSBC Bank and/or HSBC Amanah Credit Cards-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and/or
  - Holder(s) of company and/or corporate HSBC Amanah Credit Cards-i. (hereinafter referred to as "Eligible Cardholder").

### Qualifying Conditions

- To enjoy the Promotion, Eligible Cardholders must successfully apply for auto-billing with HSBC Credit Card-i for either offer:-

#### Offer 1 - where the Eligible Participant does not have any of the following:

- Purchase a BlackBerry® smartphone available under this Promotion at its promotional prices i.e. BlackBerry® Bold 9700, BlackBerry® Storm 9520 and/or BlackBerry® Curve 8520 from any Celcom outlet in Malaysia within the Promotion Period;
- Subscribe to Celcom Exec 50 postpaid plan and BlackBerry® Advance (3G) plan, both at RM148.00 per month, with 12 months contract period at the same time as the purchase of (a) above within the Promotion Period;
- Apply for HSBC Credit Card-i Auto-billing for payment of the twelve (12) month period subscription plans in (b) above and enjoy RM10 Cash Rebate for the first three (3) consecutive months of the plans on a 'first-come, first-served' basis and subject to availability; and
- Make payment for the BlackBerry® smartphone and the Celcom Exec 50 + BlackBerry® Advance (3G) plan with their HSBC Credit Card-i.

#### Offer 2 - where the Eligible Participant already has a mobile phone and data plan(s) with Celcom but with no auto-billing for payment of the plan(s)/ auto-billing for the plan(s) is tagged to another bank's credit card/-i:

- Sign up or switch its auto-billing to HSBC Credit Card-i for a period of twelve (12) months for payment of the subscribed data plan(s) and enjoy RM10 Cash Rebate for the first three (3) consecutive months. (hereinafter referred to as "the Qualifying Conditions").

### Promotion Offers

- Upon fulfilling the Qualifying Conditions within the Promotion Period, Eligible Cardholders will enjoy the following:-
  - BlackBerry® smartphones at the following promotional prices:-
    - BlackBerry® Bold 9700 at RM1288.00;
    - BlackBerry® Storm 9520 at RM1288.00; and/or
    - BlackBerry® Curve 8520 at RM688.00.
  - RM148.00 monthly commitment fee for Celcom Exec 50 (RM50.00) + BlackBerry® Advance (3G) plan (RM98.00); and
  - RM10 Cash Rebate monthly on the monthly fees for the plan(s) for the first three (3) consecutive months after the HSBC Credit Card-i cardholders successfully registers for HSBC Credit Card-i auto-billing, subject to availability and on a 'first-come, first-served' basis; and
  - BlackBerry® smartphones will be couriered to the Eligible Cardholder's mailing address within ten (10) working days upon successful registration of Celcom line; and
  - These terms and conditions are subject to the terms and conditions stipulated in the Customer Registration Form to be signed between Celcom and the Eligible Cardholder and any other additional terms and conditions, guidelines, addendum or rules applicable to this Promotion which are/or may be set out in [www.celcom.com.my](http://www.celcom.com.my) from time to time. All other terms and conditions governing the use of any of Celcom's mobile telecommunication services shall apply herein.
- The monthly commitment fee for the plan(s) will be charged via auto-billing to HSBC Credit Card-i, and in the event of early termination of the auto-billing tenure before the twelve (12) months period expires, the following will occur:-
  - A penalty of RM1288.00 will be imposed for BlackBerry® Bold 9700 and/or RM1288.00 for BlackBerry® Storm 9520 and/or RM688.00 for BlackBerry® Curve 8520, whichever applicable, by Celcom.
  - A penalty of RM10 Cash Rebate credited monthly to the primary Eligible Cardholder's Credit Card account will be imposed by HSBC Bank/HSBC Amanah.

### HSBC Auto-billing

#### Registration Criteria

- To participate in this Promotion, the Eligible Cardholder must register his/her HSBC Bank/HSBC Amanah Credit Card-i number via SMS during the Promotion Period. Registration process is as follows: SMS RECUR<space>your 16-digit HSBC Bank/HSBC Amanah Credit Card-i number to 33213. Standard telco charges will apply for each SMS sent.
- Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS. Such confirmation will be sent to the mobile number used for the registration as stated in Clause 6 above and the confirmation SMS will cost the Eligible Cardholder RM0.30.
- Registration can be performed by the primary or supplementary HSBC Credit Card-i cardholders.

### Auto-billing Procedure

- The Eligible Cardholder and/or his/her supplementary Credit Card-i cardholder(s) must use his/her HSBC Credit Card-i to enroll for Auto-billing with any one of the Eligible Cardholder's HSBC Credit Card/i to pay for the plan(s) provided by Celcom during the Promotion Period.
- The Eligible Cardholder can participate in this Promotion by visiting any Celcom branch to complete the Auto-billing application form provided and fax the form to HSBC at 03 - 2179 6566 for processing.
- If successful, the Auto-billing transaction will be reflected into the Eligible Cardholder's Credit Card statement within two (2) months after the date of submission of the Auto-billing application form to HSBC.
- The Eligible Cardholder is required to continue the payment of the monthly bills from Celcom via the normal payment method until the Auto-billing transaction is shown in their respective HSBC Credit Card-i statement.
- If the application is rejected by the merchant, the Eligible Cardholder will be notified by HSBC via telephone call or SMS within two (2) months after the date of submission of the Auto-billing application form to HSBC.

- The following terms and conditions apply to the RM10 Cash Rebate:-
  - The Cash Rebate is capped at a maximum of RM10 for each Eligible Cardholder for each of the 3 months within the Promotion Period.
  - The total Cash Rebate available is limited to RM30,000 [for each of the 3 consecutive months] on a 'first-come, first-served' basis for each month within the Promotion Period.
  - The entitlement to the RM10 Cash Rebate is subject to the Eligible Cardholder's Auto-billing successful SMS registration, enrolment and fulfilment of the Qualifying Conditions.
  - HSBC reserves the right to substitute the RM10 Cash Rebate with any other prize or item of similar value due to unavailability of the RM10 Cash Rebate or otherwise or to vary the offers under this Promotion, at any time with 3 days prior notice.
  - HSBC reserves the right, at their absolute discretion, in the allocation of the RM10 Cash Rebate to the Eligible Participants and no request by the Eligible Participants or any other party for the exchange or substitution of the RM10 Cash Rebate with any other prize or item for this Promotion shall be entertained.
  - HSBC will not entertain any request by the Eligible Cardholders or any other party to credit the RM10 Cash Rebate to any of the Eligible Cardholder's other HSBC Bank and/or HSBC Amanah Credit Card-i account or any third party's HSBC Bank and/or HSBC Amanah Credit Card-i account.
  - The RM10 Cash Rebate is not exchangeable for cash or credit.
  - Only the primary Eligible Cardholder is entitled to receive the RM10 Cash Rebate.
  - HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the use of the RM10 Cash Rebate in this Promotion.
  - The RM10 Cash Rebate will be credited into the primary Eligible Cardholder's Credit Card account which records the Auto-billing transaction within four (4) to six (6) weeks after the 1st month of Auto-billing transaction.
  - If the Eligible Cardholder cancels the Auto-billing arrangement within the first twelve (12) months, HSBC reserves the right to retract the RM10 Cash Rebate from the same primary Eligible Cardholder's Credit Card account.
  - 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 Cash Rebate.

### General Terms

- HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who receives the RM10 Cash Rebate for this Promotion for advertising and publicity purposes. By participating in this Promotion, such Eligible Participants hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes. In the event, the Eligible Cardholder does not consent to and agree to the above, an alternative recipient of the cash rebate will be chosen.
- By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.
- HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the Eligible Participant to receive the cash rebate for this Promotion, and in cases of dispute, shall be final and binding on all Eligible Cardholders of this Promotion and no correspondence will be entertained.
- HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions with 3 days prior notice.
- 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.
- HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:-
  - Individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in HSBC's records;
  - Press advertisements;
  - Notice in the Eligible Cardholder's credit card statement(s);
  - Display at its business premises; or
  - Notice on HSBC's internet website(s);
 where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
- These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC Bank/HSBC Amanah respectively, of which the respective Cardholder Agreements are part of and which regulates the provision of credit card-i facilities by HSBC Bank/HSBC Amanah. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
- HSBC 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 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 Cardholder to any claim or compensation against HSBC 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.
- 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 party 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.
- 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.
- The items in the Offers for this Promotion may be subject to further terms and conditions stipulated by Celcom.
- 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.