

Terms & Conditions for HSBC Bank / HSBC Amanah Credit Card/-i Petrol & Groceries Cashback Promotion (“this Promotion”)

1. This Promotion is from 9 June 2010 to 30 September 2010, both dates inclusive (“Promotion Period”).
2. This Promotion is open to the general public who successfully applies for an HSBC Bank Malaysia Berhad / HSBC Amanah Malaysia Berhad (“HSBC Bank / HSBC Amanah”) Credit Card /-i during the Promotion Period (“Eligible Cardholders”).
3. Further to Clause 2 above, HSBC Bank / HSBC Amanah Credit Card /-i is defined:
 - as **Primary HSBC Gold credit cards (Visa and/or MasterCard), HSBC Amanah MPower Visa Credit Card-i, HSBC Visa Platinum credit card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Amanah Advance Visa Platinum Credit Card-i, HSBC Premier MasterCard and/or HSBC Premier MasterCard Credit Card-i** (“the Participating Credit Card/-i(s)”).

Cash Back Offer

1. Eligible Cardholders who satisfy the Selection & Spend Criteria set out below will receive RM20 cash back for every RM250 spent on petrol & groceries in a month during the Cash Back Month (as defined in Clause 2 below). Cash back is capped at a maximum of RM40 per Participating Credit Card/-i per Cash Bank Month.
(For example, if cardholder spent RM300 on petrol & groceries for the month, he will be entitled for RM20 cash back. If a cardholder spent RM600 on petrol & groceries for the month, he will be entitled for RM40 cash back).
2. Eligible Cardholders will enjoy the cash back for a total period of 4 months which commences one (1) month after the date of approval of their Participating Credit Card/-i(s) (“Cash Back Month”).
(For example, if a new credit card is approved on 10 July 2010, the cardholder is entitled to enjoy monthly cash back in petrol & groceries for 4 months from the card approval date).

Petrol & Groceries Spend

Petrol spend is classified as purchases made with the Participating Credit Card/-i at any petrol station in Malaysia .

Groceries spend are classified as purchases made at any Tesco hypermarkets, Tesco Extra Stores, Giant hypermarkets, Carrefour hypermarkets & Express stores, The Store hypermarkets, Cold Storage, All Sunshine hypermarkets, Village Grocer stores, and Mydin hypermarkets.

Selection & Spend Criteria

3. To be eligible for the Cash Back Offer, Eligible Cardholders are required to first transact a minimum of RM800 on Qualifying Retail Transactions (as defined in Clause 4 below) during **each Cash Back Month** in order to be entitled for the Cash Back Offer on petrol & groceries spent (which must meet the minimum criteria in clause 1 above and may form part of the Qualifying Retail Transactions) for that Cash Back Month.
(For example, if a cardholder’s accumulated spend is RM800 on Qualifying Retail Transactions in May & RM500 in June, he is only eligible for the cash back on petrol and grocery transactions for the month of May and NOT June).

4. Qualifying Retail Transactions include all retail spend, first time instalment payment plans (IPP), petrol & groceries spend, air tickets purchased and exclude recurring payments, insurance payments, balance transfer, cash advances and existing instalment payment plans (IPP), interest payments, government service tax, annual fee and finance charges.
5. All Qualifying Retail Transactions must be successfully transacted & posted to the Eligible Cardholder's card account within each applicable Cash Back Month. HSBC Bank / HSBC Amanah will allow a five (5) calendar day grace period for the Qualifying Retail Transactions made on the last day of each Cash Back Month to be posted into the Eligible Cardholder's card account to be included as part of the Qualifying Retail Transactions for that applicable Cash Back Month. HSBC Bank / HSBC Amanah are not responsible in any manner whatsoever for any late posting to Eligible Cardholder's account by merchants and/or third party.
6. HSBC Bank / HSBC Amanah will not be responsible to inform the Eligible Cardholders if their Qualifying Retail Transactions are insufficient to meet the criteria.
7. There is a maximum of RM1,200,000 cash back available for this Promotion based on first come first served basis. An Eligible Cardholder is entitled to a maximum payout of RM40 cash back per Participating Credit Card/-i per Cash Back Month.
8. The tracking of Cash Back earned by the Eligible Cardholder shall commence one (1) month after card approval date. *[For example, an Eligible Cardholder who has his/her new card approved on 10 July 2010 will have their Qualifying Retail Transactions tracked from 10 August onwards until 10 November 2010].*
9. The cash back on petrol & groceries will be credited within four (4) weeks upon the end of each Cash Back Month and will be reflected in the Eligible Cardholder's Participating Credit Card/-i card account.
10. In the event that the Cash Back is awarded to a person who:
 - i. is not eligible to participate in this Promotion; and/or,
 - ii. has done a reversal of any Qualifying Retail Transactions after the cash back is credited to the card account; and/or
 - iii. has committed or is suspected of committing any fraudulent or wrongful acts in relation to their use of any HSBC Bank / HSBC Amanah services or facilities (including online), HSBC Bank / HSBC Amanah reserve the right to disqualify such person from participating in the program and/or receiving the cash back.
11. The Bank will perform a reversal of cash back in the event the cash back has been rewarded and/or credited to those mentioned in clause 10 above.

General Terms & Conditions

1. HSBC Bank / HSBC Amanah reserve 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 Bank / HSBC Amanah.
2. HSBC Bank / HSBC Amanah reserve 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 consents to and agrees that HSBC Bank / HSBC Amanah 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.

3. 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 5 below) and the decisions of HSBC Bank / HSBC Amanah.
4. HSBC Bank / HSBC Amanah'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.
5. HSBC Bank / HSBC Amanah reserve the right at their absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with 3 days prior notice.
6. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 5, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
7. 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 Bank / HSBC Amanah's definition, otherwise he/she will be disqualified / will not be able receive the cash back.
8. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTC") for HSBC Bank and HSBC Amanah respectively, of which the Cardholder Agreements are part of and which regulate the provision of credit card/-i facilities respectively by HSBC Bank / HSBC Amanah. In the event of inconsistency between these Terms and Conditions and the UTC, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
9. HSBC Bank / HSBC Amanah 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 Bank / HSBC Amanah.
10. HSBC Bank / HSBC Amanah expressly exclude and disclaim, 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.
11. HSBC Bank / HSBC Amanah reserve 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/HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder and/or recipient of the cash back to any claim or compensation against HSBC Bank / HSBC Amanah 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.
12. HSBC Bank / HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - i) 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 the HSBC Bank's / HSBC Amanah's records;
 - ii) press advertisements;
 - iii) notice in the Eligible Cardholder's credit card statement(s);
 - iv) display at its business premises; or
 - v) notice on HSBC Bank's / HSBC Amanah'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.

13. In no event will HSBC Bank / 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 as been advised of the possibility of such damages in advance, and all such damages are expressly included.
14. 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.
15. 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.