

Amended Terms and Conditions – Member-Get-Member Gold Promotion (“this Promotion”) effective from 13 December 2010

Every mention of “HSBC” refers to HSBC Bank Malaysia Berhad (Company No. 127776-V)

A. This amended Terms and Conditions for Member-Get-Member Gold Promotion (“this Terms and Conditions”) will supersede the existing, pre-amended Terms and Conditions with effect from the following dates and will be effective from the following dates until the end of the Promotion Period:

13 December 2010 - for new Eligible Customers who participate in this Promotion from 13 December 2010 onwards until the end of the Promotion Period.

16 December 2010 - for existing Eligible Customers who participated in this Promotion between 01 October 2010 to 15 December 2010.

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

This Promotion is valid from 01 October 2010 to 31 December 2010, both dates inclusive (“Promotion Period”).

2. This Promotion is open to all existing HSBC Premier account holders (“Eligible Customer”) of HSBC EXCEPT for the following categories of persons:
 - a. Permanent and/or contract employees of HSBC (including its subsidiaries and related companies) and their immediate family members (spouses, children, parents, brothers and sisters); and/or
 - b. Representatives and/or agents (including but not limited to advertising and promotion agents) of HSBC and their immediate family members (spouses, children, parents, brothers and sisters).
3. The Eligible Customer who fulfills the requisite criteria to qualify for the Promotion as per Clauses 4 and 5 below will be entitled to receive a 1 gram Gold Bar (“Reward”) under this Promotion for every successful new HSBC Premier Account referred during the Promotion Period.
4. The requisite criteria to qualify for the Promotion are as follows:
 - a. The Eligible Customer is required to fill up the Member-Get-Member Gold Promotion Referral Form (“Referral Form”) and to return the duly completed Referral Form to any HSBC branch or to the Eligible Customer’s Premier Relationship Manager no later than 31 December 2010.
 - b. The role of the Eligible Customer herein is to successfully refer and provide HSBC with the name(s) and contact number(s) of the potential Premier customer(s) (“Potential Customers”) within the Promotion Period;
 - c. The Potential Customers that are being referred by the Eligible Customer to HSBC must successfully open a new HSBC Premier Account relationship with HSBC and fulfill the Premier Eligibility Criteria referred to in Clause 5(c) below by 7 January 2011. The Potential Customers may be new to Premier either as new to Bank customers or existing HSBC customers who may be upgraded to Premier status.
 - d. For avoidance of doubt, the Potential Customer must open a new HSBC Premier Account relationship with any HSBC branches. This Promotion is not valid if the HSBC Premier Relationship is opened as a secondary HSBC Premier Account (Potential Customer is already an existing HSBC Premier customer in HSBC or in any of the HSBC Group offices including HSBC Amanah Malaysia Berhad (Company No. 807705) or an HSBC Premier Junior account.
 - e. The Potential Customer must not open a joint HSBC Premier Account with an existing HSBC Premier customer or the Eligible Customer. For avoidance of doubt, to qualify for the Promotion, the new HSBC Premier relationship must not include any existing HSBC Premier

customer. This includes a customer who has a primary Premier relationship with any HSBC branches in Malaysia or a Premier relationship in any of our HSBC Group offices including HSBC Amanah Malaysia Berhad (Company No. 807705). If a joint HSBC Premier Account is opened with an existing HSBC Premier customer (whether in HSBC or in any of the HSBC Group offices including HSBC Amanah Malaysia Berhad (Company No. 807705), it will not be considered as a successful referral. If the successfully opened HSBC Premier Account under this Promotion is a joint account where the two account holders are new to Premier, the Eligible Customer will only get one (1) Reward for the successful referral of this account.

5. Successful referral:
 - a. HSBC will follow up on the details submitted by the Eligible Customer in the Referral Form.
 - b. An introduction/referral is successful when the Potential Customer is introduced by the Eligible Customer during the Promotion Period and the Potential Customer successfully opens a new HSBC Premier relationship and meets the minimum Premier Eligibility Criteria at point of account opening by 7 January 2011.
 - c. The Premier Eligibility Criteria for the Potential Customer are as follows:
 - i. Age 21 and above;
 - ii. Minimum deposit of RM200,000-00 of any combination in HSBC Premier deposits and/or investments;
 - iii. Even if the Potential Customer satisfies Clause 5(c) ii above, the Potential Customer's application to open a HSBC Premier Account will still be subjected to further assessment by HSBC. HSBC reserve its rights to reject any account opening application without providing any reason for such rejections.

6. The following terms and conditions shall apply to the Reward:
 - a. Eligible Customers who have fulfilled the qualifying criteria in clauses 4 and 5 above for the Promotion are entitled to receive the Reward. The Eligible Customers will receive written notification that they are entitled to receive the Reward and to collect the Reward from HSBC by way of a letter that stipulates the Eligible Customer's details, collection branch, when the Eligible Customer can collect the Reward and the number of units to be collected ("Redemption Letter"). This Redemption Letter will be issued by HSBC within **one month three months** from the end of the Promotion Period. The Eligible Customer must present the original Redemption Letter and Identification Card at the point of collection from the branch, in order to receive the Reward.
 - b. For avoidance of doubt, the Eligible Customer must attend personally at the respective HSBC branch selected by the Eligible Customer as per Clause 6 a) above to collect the Reward within one month from the issue date of the Redemption Letter, failing which the Reward will be forfeited. HSBC will not entertain any request from any Eligible Customers for any other person or any third party to collect the Reward received under this Promotion on the Eligible Customers' behalf.
 - c. Rewards
 - For every 1 successful referral, the Eligible Customers will receive one 1 gram Gold Bar (999.9)
 - For every 3 successful referrals, the Eligible Customers will receive one additional 1 gram Gold Bar (999.9)

Examples:

Number of successful referrals	Reward 1 gram gold bar = 1 unit
1	1 unit
2	2 units
3	4 units (3+1 additional)
4	5 units
5	6 units
6	8 units (7+1 additional)

- d. The Reward is provided on an "As Is" basis.
 - e. In the event of unavailability of the Reward, HSBC reserves the right to substitute the Reward with any other prize of similar value at any time with 3 days prior notice.
 - f. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward to the Eligible Customer and no request by the Eligible Customer or any other party for the exchange or substitution of the Reward with another Prize for this Promotion will be entertained.
 - g. The Reward is not exchangeable for cash.
 - h. HSBC will not be liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Reward in this Promotion.
 - i. 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 Reward.
7. All information provided by the Eligible Customer in relation to or for the purpose of this Promotion must be true, accurate, current and complete. Eligible Customer who is found to have failed to adhere to this requirement will be immediately disqualified from this Promotion and will cease to be entitled to receive the Reward.
 8. The Eligible Customer hereby agrees as follows:
 - a. That his/her role is only just to introduce the Potential Customer(s) to HSBC; and
 - b. That the Eligible Customer must exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to HSBC.
 9. Further, the Eligible Customer is not authorised to, and the Eligible Customer shall not:
 - a. At any time conduct any sales process for himself/herself or on behalf of HSBC or other financial institution after the Potential Customer(s) has been introduced to HSBC;
 - b. Enter into any commitment or contract on behalf of HSBC;
 - c. Make any representations or offer, or to give any assurances, on behalf of HSBC to Potential Customer(s);
 - d. Incur any liabilities on behalf of HSBC;
 - e. Sign any documents on behalf of HSBC;
 - f. Receive any monies on behalf of HSBC;
 - g. Refer to HSBC in any document or advertisement without HSBC specific written consent;
 - h. Expressly offer products at rates or on terms other than those advised or published from time to time by HSBC except with the prior written consent by HSBC;
 - i. Expressly or by implication do or say anything that leads or might lead any person to conclude that the Eligible Customer acts in any capacity other than an independent entity;
 - j. Provide any form of advice to the Potential Customer as to the features of any of HSBC products which may directly or indirectly influence the decision of the Potential Customer.
 10. Where the Potential Customer is introduced by various Eligible Customers or there is duplication in submission of the Potential Customer(s), only the Eligible Customer whose Referral Form which was received and the referral processed the earliest by date and time and approved by HSBC will be entitled to receive the Reward.
 11. By participating in this Promotion, the Eligible Customer hereby consents to:
 - a. HSBC contacting him/her regarding any information in the Referral Form and/or regarding this Promotion via any modes of communication.
 - b. HSBC mentioning the Eligible Customer's name in the event the Potential Customer inquires about the source of reference.

General Terms and Conditions

12. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Customer who has been selected to receive the Reward for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Customers 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.

13. By participating in this Promotion, the Eligible Customer and/or Potential Customer agrees to be bound by these Terms and Conditions.
14. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the successful Eligible Customer for this Promotion, and in any case of dispute, shall be final and binding on all Eligible Customer and Potential Customer(s) of this Promotion and no correspondence will be entertained.
15. 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.
16. In no event will HSBC be liable for any loss or damage (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 excluded.
17. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For avoidance of doubt, any cancellation, termination or suspension by HSBC of this Promotion shall not entitle the Eligible Customer and/or Potential Customer to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Customer and/or Potential Customer as a direct or indirect result of the act of such cancellation, termination or suspension.
18. HSBC reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with 3 days prior notice.
19. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 18 above, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
20. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer(s):
 - a. individual notice to the Eligible Customer (whether by written notice or via electronic means) sent to the Eligible Customer's latest address/email address as maintained in the HSBC's records;
 - b. notice in the Eligible Customer's credit card statement(s);
 - c. notice on HSBC's internet website(s);
 - d. display at its business premises; or
 - e. press advertisements

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.

21. The Eligible Customer 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.
22. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTC") for HSBC of which HSBC Premier is part of and which regulates the provision of Premier products and services by HSBC. 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.