

TERMS & CONDITIONS

2019 RM225 Cash Back Acquisition Promotion ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred to as "**HSBC Bank**" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) is referred to as "**HSBC Amanah**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "**HSBC Credit Card(s)/-i**".

PROMOTION PERIOD

2. Please take note of the following periods for this Promotion:
 - a. **Sign-Up Period** for customer to apply for a primary/supplementary Participating HSBC Credit Card(s)/-i (defined in Clause 3 below) with HSBC via any channels from **1 March 2019 to 31 December 2019**, both dates inclusive for ("**Sign-Up Period**");
 - b. **Welcome Period** shall be 60 days from the date of your welcome letter for your new Participating HSBC Credit Card(s)/-i ("**Welcome Period**"); and

(hereinafter collectively referred to as the "**Promotion Period**").

ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to any individual who, during the **Sign-Up Period**, applies for any one or more of the following primary/supplementary HSBC Credit Cards/-i:
 - i. **HSBC Bank Credit Card(s)**: HSBC Premier World MasterCard Credit Card, HSBC Premier Travel Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card; and
 - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i, HSBC Amanah MPower Credit Card-i;
4. The following categories of persons are not eligible to participate in this Promotion:
 - i. Cardholder(s) who have cancelled his/her HSBC Credit Card(s)/-i within three (3) months prior to the date of application for any Participating HSBC Credit Card(s)/-i under this Promotion;
 - ii. Cardholder(s) of invalid or cancelled HSBC Credit Card(s)/-i and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
 - iii. Cardholder(s) of company and/or corporate HSBC Credit Card(s)/-i; and
 - iv. Cardholder(s) who are participating in any other concurrent HSBC Credit Card(s)/-i sign-up promotions via any channels either by HSBC or authorized third parties

(hereinafter collectively referred to as the "**Eligible Cardholders**").

Note: Eligible Cardholders are divided into 3 categories as follows:

- i. **Category 1: New Primary Cardholders*** are defined as new primary cardholders of Participating HSBC Credit Card(s)/-i who currently does not hold any existing HSBC Credit Card(s)/-i.
- ii. **Category 2: Existing Primary Cardholders*** are defined as existing primary cardholders of HSBC Credit Card(s)/-i who applies for another new primary Participating HSBC Credit Card(s)/-i.
- iii. **Category 3: Supplementary Cardholders*** are defined as follows:
 - a. new supplementary cardholder of Participating HSBC Credit Card(s)/-i who currently does not hold any existing HSBC Credit Card(s)/-i; or
 - b. existing primary/supplementary cardholders of HSBC Credit Card(s)/-i who applies for a new supplementary Participating HSBC Credit Card(s)/-i.

PARTICIPATION CRITERIA

5. Eligible Cardholders must during the Promotion Period:-

- a. Apply for any Participating HSBC Credit Card/-i through HSBC via any channels;
- b. Call to activate his/her newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
- c. Use his/her Participating HSBC Credit Card/-i on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 1, Table 2 and Table 3 below;

(the “Participation Criteria”).

ELIGIBLE SPEND

6. Eligible Spend for this Promotion are those that are charged to the Participating HSBC Credit Card(s)/-i; and
 - a. **includes:** local and overseas retail transactions (including online transactions), standing instructions/non-online auto-billing; and
 - b. **excludes:** Cash Advance, Balance Transfer (BT), Cash Instalment Plan (CIP), interest charges, finance charges/management fees, credit card annual fees and the Goods and Services Tax on the annual fees;

(the “Eligible Spend”).

THE OFFERS & FULFILMENT CONDITIONS

7. **There are three separate and distinct offers under this Promotion. Each offer has different Eligibility Criteria to be fulfilled by the Eligible Cardholders as detailed in Table 1, 2 & 3 below.**

TABLE 1 : NEW PRIMARY CARDHOLDERS

WELCOME OFFER (A) : GET CASH BACK

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Welcome Offer (A)	New Primary Cardholders (Category 1)	1x unit of RM25 CASH BACK	Tier 1 Activate and perform one (1) transaction (no minimum amount)	Unlimited
		1x unit of RM225 CASH BACK, on a first-come, first-served basis, subject to availability.	Tier 2 Spend a minimum of RM1,500 (or equivalent in foreign currency) on Eligible Spend (single/cumulative receipts) within the Welcome Period	29,500 Units

TABLE 2 : EXISTING PRIMARY CARDHOLDERS/SUPPLEMENTARY CARDHOLDERS

WELCOME OFFER (B) : GET CASH BACK

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Welcome Offer (B)	Existing Primary Cardholders (Category 2)	1x unit of RM25 CASH BACK	Tier 1 Activate and perform one (1) transaction (no minimum amount)	Unlimited
		1x unit of RM75 CASH BACK, on a first-come, first-served basis, subject to availability.	Tier 2 Spend a minimum of RM1,000 (or equivalent in foreign currency) on Eligible Spend (single/cumulative receipts) within the Welcome Period	16,500 Units

	Supplementary Cardholders (Category 3)	1x unit of RM25 CASH BACK	Tier 1 Activate and perform one (1) transaction (no minimum amount)	Unlimited
		1x unit of RM25 CASH BACK, on a first-come, first-served basis, subject to availability.	Tier 2 Spend a minimum of RM500 (or equivalent in foreign currency) on Eligible Spend (single/cumulative receipts) within the Welcome Period	9,000 Units

TABLE 3 : NEW PRIMARY CARDHOLDERS
SPECIAL OFFER : 3.88% p.a. CASH INSTALMENT PLAN

Type	Eligible Cardholder	Offer	Eligibility Criteria	Maximum Units
Special Offer	<u>New Primary Cardholders (Category 1)</u>	Cash Instalment Plan @ 3.88% p.a. interest rate/management fee for 12 Months	Apply for a <u>Cash Instalment Plan</u> of minimum RM1,000 together with the new credit card/-i application <u>to enjoy a one-time only Cash Instalment Plan at 3.88% p.a. interest rate/management fee for 12 months.</u>	Unlimited

WELCOME OFFER (A)

(i) Up to RM250 Cash Back ("CB1") for Category 1, New Primary Cardholders

- A **Category 1 cardholder** stands to receive **CB1** when the newly approved primary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 5 and the Eligibility Criteria in Table 1 above.
- Each Category 1 cardholder is entitled to receive **CB1 once** throughout the Promotion Period regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
*For avoidance of doubt, if a Category 1 cardholder applies for 2 primary Participating HSBC Credit Cards/-i and satisfies the criteria in Table 1 above for both cards, that Cardholder will only be entitled to receive **CB1 once** as per Table 1 above.*
- CB1** will be credited into the Category 1 cardholder's Participating HSBC Credit Card/-i account which first satisfies the Eligibility Criteria in Table 1 above. Crediting of the Cash Back will be made 60 days after the Welcome Period and this will be reflected in the Category 1 cardholder's Participating HSBC Credit Card/-i statement in the following month.
- The maximum units of **CB1** to be given out under **Welcome Offer (A)** are listed in Table 1 above.
- The first year annual fee of Participating HSBC Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i** at least once a month for consecutive 12 months. No minimum amount is required.

WELCOME OFFER (B)

(ii) Up to RM100 Cash Back ("CB2") for Category 2 Existing Primary Cardholders

- A **Category 2 cardholder** stands to receive **CB2** when the newly approved primary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 5 and Eligibility Criteria in Table 2 above.
- Each Category 2 cardholder is entitled to receive **CB2 once** throughout the Promotion Period, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
*For avoidance of doubt, if a Category 2 cardholder applies for 2 primary Participating HSBC Credit Cards/-i and satisfies the criteria in Table 2 above for both cards, that cardholder will only be entitled to receive **CB2 once**.*
- CB2** will be credited into Category 2 cardholder's Participating HSBC Credit Card/-i account which first satisfies the Eligibility Criteria in Table 2 above. Crediting of the Cash Back will be made 60 days after

the Welcome Period and this will be reflected in the Category 2 cardholder's Participating HSBC Credit Card/-i statement in the following month.

- d. The maximum units of **CB2** to be given out under **Welcome Offer (B)** are listed in Table 2 above.
- e. The first year annual fee of Participating HSBC Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i** at least once in a month for consecutive 12 months. No minimum amount is required.

(iii) Up to RM50 Cash Back ("CB3") for Category 3 Supplementary Cardholders

- a. A **Category 3 cardholder** stands to receive **CB3** when the newly approved supplementary Participating HSBC Credit Card/-i is used to meet the Participation Criteria in Clause 5 and the Eligibility Criteria in Table 2 above.
- b. Each Category 3 cardholder is entitled to receive **CB3 once** throughout the Promotion Period, regardless of the number of Participating HSBC Credit Card(s)/-i applied for.
*For avoidance of doubt, **CB3** will be credited to the Category 3 cardholder's primary HSBC Credit Card/-i account which first met the criteria for Category 3 as per Table 2.*
- c. **CB3** will be credited into Category 3 cardholder's primary Participating HSBC Credit Card/-i account 60 days after the Welcome Period and this will be reflected in the Category 3 cardholder's primary HSBC Credit Card/-i statement in the following month.
- d. The maximum units of **CB3** to be given out under **Welcome Offer (B)** are listed in Table 2 above.
- e. The first year annual fee of Participating HSBC Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Primary Participating Cardholder swipe the Primary HSBC Credit Card/-i** at least once in a month for consecutive 12 months. No minimum amount is required.

**For HSBC Premier Travel Credit Card, subsequent year annual fee is waived upon annual minimum spending of RM45,000 per annum (including primary and supplementary spend)
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SPECIAL OFFER FOR CATEGORY 1 CARDHOLDER ONLY

(iv) CASH INSTALMENT PLAN ("CIP") AT 3.88% p.a. INTEREST RATE/MANAGEMENT FEE FOR 12 MONTHS

- i. A Category 1 cardholder may apply for CIP for cash advance on his/her Participating HSBC Credit Card(s)/-i at 3.88% p.a. interest rate/management fee and repay the cash advanced amount ("**CIP Amount**") together with the applicable interest/management fee in equal monthly instalments ("**CIP Monthly Instalment**") for a repayment period of 12 months ("**CIP Tenure**").
- ii. To participate in this special offer for CIP, a Category 1 cardholder must apply for the CIP during his/her application for the primary Participating HSBC Credit Card(s)/i:
 - a. By completing the CIP portion of the participating HSBC Credit Card application form.
 - b. At 3.88% p.a. interest rate/management fee for 12 months tenure.
 - c. Provide details of his/her Nominated Bank Account. '**Nominated Bank Account**' refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Category 1 cardholder to receive the transfer of the CIP Amount.
 - d. After the Category 1 cardholder makes the above selections and nomination at the point of application, the Category 1 cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment.
- iii. Only one (1) CIP application is allowed per Category 1 cardholder regardless of the number of Participating HSBC Credit Card(s)/-i applied for by the Category 1 cardholder under this Promotion.
- iv. The minimum CIP Amount for the CIP application is RM1,000 and shall not exceed 60% of the newly approved credit limit of Category 1 cardholder's Participating HSBC Credit Card/-i.
- v. In the event the CIP is applied together with a BT and the combined CIP Amount and the BT amount applied exceeds 60% of the newly approved credit limit of Category 1 cardholder's Participating HSBC Credit Card/-i, the application for BT shall take priority for approval. In this instance, the CIP Amount will be reduced to not lower than RM1,000 or rejected should the CIP Amount be lower than RM1,000.
- vi. The transfer of the approved CIP Amount to Category 1 Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of the welcome letter, notwithstanding that the Category 1 cardholder's Participating HSBC Credit Card/-i Account may remain inactive. The Category

- 1 cardholder will be notified of his/her approved CIP via SMS or letter sent to the Category 1 cardholder's mobile phone number or address respectively maintained in HSBC's records.
- vii. Where Category 1 cardholder signs up for CIP under the Special Offer:
- a. the first year annual fee of the Participating HSBC Credit Card/-i will be imposed unless the Category 1 cardholder activates his/her Participating HSBC Credit Card/-i within 180 days from the date of the welcome letter; and
 - b. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i** at least once in a month for consecutive 12 months. No minimum amount is required.
- viii. HSBC may at its sole discretion:
- a. Approve the CIP Amount applied for therein; or
 - b. Approve the CIP Amount at a lower amount from what was applied for therein without further notification to the Category 1 cardholder at the time of approval; or
 - c. Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the Category 1 cardholder with regard to the exercise of its discretion pursuant to this clause.
- ix. If the Eligible Cardholder wishes to opt for an early settlement of the CIP, the Eligible Cardholder shall give HSBC Bank/HSBC Amanah prior notice, either:
- a. In writing to Card Services, P.O. Box 13688, 50818 Kuala Lumpur; or
 - b. By calling HSBC Bank's Contact Centre at 03 8321 5400 (HSBC) or 03 8321 5200 (HSBC Amanah).
- Once the early settlement request is processed by HSBC Bank, the total unbilled principal CIP Amount shall immediately become due and payable by the Eligible Cardholder as an outstanding amount in the Eligible Cardholder's Participating HSBC Bank Credit Card(s)/-i account.

CASH BACK CONDITIONS

8. At the time of crediting the primary Eligible Cardholder's Participating HSBC Credit Card(s)/-i account with **CB1, CB2 and CB3 (where applicable and collectively referred to as "Cash Back")**, all the Participating HSBC Credit Card(s)/-i account(s) of Eligible Cardholders **MUST BE PIN Activated** and MUST NOT be delinquent, closed, and/or invalid/inactive, dormant or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
9. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other account or any third party's account.
10. Eligible Cardholders for Categories 1, 2 and 3 are ranked according to the date and time (Malaysia Time) they meet the Eligibility Criteria set out in Table 1 and Table 2 above and shall be on a first come, first-served basis.
11. HSBC reserves the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice.

GENERAL TERMS & CONDITIONS

12. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received under this Promotion.
13. 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. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
14. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a. 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's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC 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.

15. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC and HSBC Cash Instalment Plan Generic Programme Terms and Conditions. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my, the HSBC Cash Instalment Plan Generic Programme Terms and Conditions are available at www.hsbc.com.my/cip and www.hsbcamanah.com.my/cip. In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
16. 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.
17. 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.
18. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC have been advised of the possibility of such loss or damage.
19. The Eligible Cardholder 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.
20. HSBC's decision on all matters relating to this Promotion shall be final and binding.