

Terms & Conditions for HSBC Overseas Top Spender ('this Programme').

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

1. This Programme shall run from 15 January 2010 to 31 December 2010, both dates inclusive ('**Programme Period**').
2. This Programme is open to all HSBC Bank and/or HSBC Amanah Credit Card/-i Cardholders, credit cards/-i(s) of which are issued in Malaysia by HSBC except for the following categories:
 - (a) Holder(s) of HSBC Amanah MasterCard Charge Card-i; and/or
 - (b) Holder(s) of invalid or cancelled HSBC Credit Card/-i and/or where the HSBC Credit Card/-i accounts are delinquent within HSBC's definition at any anytime during the Programme Period; and/or
 - (d) Holder(s) of company and/or corporate HSBC Bank Credit Cards.

(hereinafter referred to as 'Eligible Cardholder')

3. Registration Criteria:

- (a) To participate in this Programme, the Eligible Cardholder must first register any one of his/her Participating HSBC Bank or HSBC Amanah Credit Card/-i number(s) via SMS during the Programme Period. Registration process is as follows: SMS Overseas<space>your 16-digit HSBC Bank or HSBC Amanah Credit Card/-i number to 36722. Standard telco charges will apply for each SMS sent.
- (b) 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 3 (a) above and the confirmation SMS will cost the Eligible Cardholder RM0.30.
- (c) Registration can be performed by the primary or supplementary HSBC or HSBC Amanah Credit Card/-i Cardholders.
- (d) Once registered, see clauses 4) and 5) below.

4. Spend Criteria

Once registered via SMS, each Eligible Cardholder and/or his/her supplementary cardholder(s), must charge their Eligible Spend as set out in clause 6 below to any of the primary Eligible Cardholder's and/or his/her supplementary HSBC and/or HSBC Amanah Credit Card/-i ('Participating HSBC Credit Card/I') (whether independently or collectively) and be one of the 100 top spenders within the respective Transaction Periods as per the table below to get **1% Cash Back on Overseas Expenses incurred within the respective Transaction Period ('1% Cash Back')**.

(hereinafter referred to as 'Spend Criteria')

Transaction Period	1% Cash Back
Top 100 spenders within 15 January to 31 March 2010	1% Cash Back on Overseas Expenses transacted between 15 January to 31 March 2010
Top 100 spenders within 1 April to 30 June 2010	1% Cash Back on Overseas Expenses transacted between 1 April to 30 June 2010

Top 100 spenders within 1 July to 30 September 2010	1% Cash Back on Overseas Expenses transacted between 1 July to 30 September 2010
Top 100 spenders within 1 October to 31 December 2010	1% Cash Back on Overseas Expenses transacted between 1 October to 31 December 2010

5. **Eligibility Criteria**

The Eligible Cardholder who fulfils the Spend Criteria within the respective Transaction Period of the Programme Period as in clause 4 above and is one of the top 100 spenders within the respective Transaction Period, stands to be selected to receive the 1% Cash Back and fulfilment of the 1% Cash Back will be within four (4) to six (6) weeks after the end of each 3 Participating Months.

6. Eligible Spend for the Programme are those :

- (a) Overseas Expenses charged to any of the Eligible Cardholder's Participating HSBC Credit Cards/i(s), including supplementary credit card(s);
- (b) Made within the Transaction Periods of the Programme Period as specified in table as per clause 4 above;
- (c) Which excludes 0% instalment plans, cash advance and internet retail transactions; and
- (d) Overseas Expenses which is calculated based on total consolidated (all primary and supplementary(ies)) customer spending for the Participating Credit Card(s)/i(s) held by the Eligible Cardholder.

Spend is calculated based on total consolidated (primary and supplementary (ies)) overseas spending by the primary Eligible Cardholder and/or his/her supplementary(ies) HSBC credit cardholder. If the Eligible Cardholder has multiple Participating HSBC Bank and/or HSBC Amanah credit card/i accounts, all spending on all Participating HSBC Bank and/or HSBC Amanah credit card/i by the primary HSBC credit card/i cardholder and his/her supplementary(ies) HSBC credit card/i cardholder(s) will also be consolidated and will not be viewed individually to meet the spend criteria for the Programme.

(hereinafter referred to as 'Eligible Spend')

Example: Cardholder A has an HSBC Visa Platinum Credit Card, an HSBC Visa Gold Credit Card, HSBC Amanah MPower Visa Credit Card-i and 2 supplementary HSBC Visa Gold Credit Cards, all overseas transactions on any of those Participating Credit Card/i(s) will be consolidated and not viewed individually to meet the spend criteria of the Programme.

7. The 1% Cash Back on Overseas Expenses for any of the respective Transaction Periods will be reflected in the Eligible Cardholder's credit card/-i statement in the month following the crediting of the 1% Cash Back. For avoidance of doubt, the Participating HSBC Credit Card/-i(s) are in the following order: HSBC Premier MasterCard Credit Card being the highest card type, followed by HSBC Platinum Visa Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Gold Credit Card, HSBC Amanah MPower Visa Credit Card-i and HSBC Classic Credit Card.

8. The following terms and conditions apply to the 1% Cash Back:

- a) The 1% Cash Back is provided on an 'As Is' basis.

- b) The 1% Cash Back is calculated based on the Eligible Cardholder's and/or his/her supplementary cardholders total Eligible Spend during the relevant Transaction Period within the Programme Period as per table in Clause 4 above.
 - c) The 1% Cash Back is capped at a maximum of RM1,000 for each Eligible Cardholder for each Transaction period (3 participating months) within the Programme Period.
 - d) There will be a total of 100 winners for each Transaction Period, and total Cash Back to be given is limited to RM100,000 for each Transaction Period within the Programme Period.
 - e) The 1% Cash Back will only be fulfilled to Eligible Cardholder's Overseas transactions made during the participating transaction period during which the Eligible Cardholder has fulfilled the Spend and Win Criteria.
 - f) In the event of unavailability of the 1% Cash Back, HSBC and/or HSBC Amanah reserves the right to substitute it with any other prize or item of similar value at any time without prior notice.
 - g) HSBC and/or HSBC Amanah reserve the right, at their absolute discretion, in the allocation of the 1% Cash Back to the winners and no request by the winners or any other party for the exchange or substitution of the 1% Cash Back with any other prize or item for this Programme will be entertained.
 - h) HSBC and/or HSBC Amanah will not entertain any request by the winners or any other party to credit the 1% Cash Back to any of the winner's other HSBC and/or HSBC Amanah Credit Card/-i account or any third party's HSBC and/or HSBC Amanah Credit Card/-i account.
 - i) The 1% Cash Back is not exchangeable for cash or in kind.
 - j) Only the primary Eligible Cardholder is entitled to receive the 1% Cash Back.
 - k) HSBC and/or HSBC Amanah will not be held liable for any mishaps, injuries or accidents that may occur in the use of the 1% Cash Back in this Programme.
9. At the time of spend by the Eligible Cardholder / receipt of the 1% Cash Back by the winners for this Programme, the primary Participating Credit Card/-i account(s) of the Eligible Cardholder MUST NOT be delinquent, and/or his/her Participating Credit Card/-i(s) MUST NOT be invalid or cancelled within HSBC and/or HSBC Amanah's definition, otherwise they will be disqualified from participating in this Programme or from receiving the 1% Cash Back.

General Terms

- 10. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who won the 1% Cash Back for this Programme ("winners") for advertising and publicity purposes. By participating in this Programme, the winners 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. Non-compliance may result in an alternative winner being chosen.
- 11. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.
- 12. HSBC's decision on all matters relating to this Programme including but not limited to the eligibility to participate, the selection of the Winners for this Programme, and in case of any dispute, shall be final and binding on all Eligible Cardholder of this Programme and no correspondence will be entertained.

13. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
14. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 13, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
15. These Terms and Conditions are in addition to the respective Cardholder Agreements for HSBC Bank and HSBC Amanah, which regulates the provision of credit card facilities by HSBC Bank and HSBC Amanah respectively. In the event of inconsistency between these Terms and Conditions and the said Agreements, these Terms and Conditions shall prevail in so far as they apply to this Programme.
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 Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle the Eligible Cardholder/potential winners/winners to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder/potential winners/winners as a direct or indirect result of the act of cancellation, termination or suspension.
18. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.