

Terms & Conditions for "HSBC CNY 5X Dining Reward Points" Promotion ("this Promotion").

1. This Promotion is from 1 January 2010 to 28 February 2010, both dates inclusive ("Promotion Period").
2. This Promotion is open to holders of HSBC credit cards issued by HSBC Bank Malaysia Berhad ("HSBC") ("Participating HSBC Credit Cards") (hereinafter referred to as the "Eligible Cardholder").

3. The promotion

The Eligible Cardholder stands to receive five times ("5X") Reward Points for his/her eligible spend under clause 5 below upon fulfillment of the qualifying conditions in clause 4 below within the Promotion Period, subject to its availability and on a 'first-come, first-served' basis.

4. Qualifying conditions:

The Eligible Cardholder and/or his/her supplementary credit cardholder(s) must charge their dining spend with any of their Participating HSBC Credit Cards within the Promotion Period.

5. Eligible spend for this Promotion are those that are:

- a) Charged to the Eligible Cardholder's and/or his/her supplementary credit cardholder's Participating Credit Card; and
- b) Made on dining spend only, i.e. food and beverages at participating HSBC dining merchant outlets in Malaysia which carry the restaurant Merchant Category Code of 'Dining' per HSBC's system (excluding food and beverage café outlets at hotels); and
- c) Made within the Promotion Period,

(hereinafter referred to as the "Eligible Spend").

6. At the time of spend, receipt or redemption of the 5X Reward Points by the Eligible Cardholder for this Promotion, the primary HSBC Credit Card account(s) of the Eligible Cardholder MUST NOT be delinquent, or closed by HSBC or to be operated fraudulently and/or that his/her HSBC Credit Card(s) MUST NOT be invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating in this Promotion or being able to receive or redeem the 5X Reward Points.

7. The following terms and conditions apply to the 5X Reward Points:

- a) There is a maximum of 70 million HSBC Reward Points, with the capping at 35 million HSBC Reward Points per month, to be awarded throughout the Promotion Period on a 'first-come, first-served' basis and subject to availability.
- b) An Eligible Cardholder stand to receive a maximum of 20,000 HSBC Reward Points throughout the Promotion Period, subject to fulfillment of the qualifying condition under clause 4 above on a 'first-come, first-served' basis.
- c) The 5X Reward Points which the Eligible Cardholder stands to receive for all Eligible Spend made by the Eligible Cardholder and/or his/her supplementary credit cardholder to their Participating HSBC Credit Card(s) throughout the Promotion Period will be credited into the respective primary Eligible Cardholder's Participating HSBC Credit Card account with the highest card spend on dining that was used to make the Eligible Spend within four (4) to six (6) weeks after 28 February 2010 ("Crediting Period"). HSBC will not entertain any request from any Eligible Cardholder or any other party to credit the 5X Reward Points to any other HSBC Credit Card account.
- d) The primary Eligible Cardholder who is entitled to receive the 5X Reward Points will receive notification of the same through his/her respective Participating HSBC Credit Card(s) monthly credit card statement in the month after the Crediting Period as per clause 7(c) above.
- e) HSBC reserves the right, at its absolute discretion, in the allocation of the 5X Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the 5X Reward Points with another prize for this Promotion will be entertained.
- f) The 5X Reward Points earned is not exchangeable for cash. The Eligible Cardholders are not allowed to transfer or sell their Reward Points to any other person.
- g) The 5X Reward Points must be redeemed only by the primary Eligible Cardholder. Redemption of the 5X Reward Points is subject to the sole discretion of HSBC.

- h) The 5X Reward Points must be redeemed prior to its expiry as stated in the Eligible Cardholder's Participating Credit Card monthly bill statement. HSBC will not entertain any request by the Eligible Cardholders for extension of redemption period of the 5X Reward Points.
- i) HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption of the 5X Reward Points in this Promotion.
- j) To the fullest extent permitted by law, HSBC expressly excludes and disclaims 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 items redeemed with the 5X Reward Points received from this Promotion.

General Terms

- 8. HSBC reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardholder for this Promotion for advertising and publicity purposes in any media. By participating in this Promotion, the Eligible Cardholder hereby consents to and agrees that HSBC shall be at liberty to publish their names, pictures, city of residence and identification numbers without compensation for advertising and publicity purposes.
- 9. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions as amended from time to time pursuant to clause 11 and the decisions of HSBC.
- 10. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility of participation and/or receipt and/or redemption of the 5X Reward Points for this Promotion, and in case of any dispute, is final and binding on all Eligible Cardholders of this Promotion and no correspondence will be entertained.
- 11. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
- 12. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 11, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 13. These Terms and Conditions are in addition to the Cardholder Agreement which regulates the provision of credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions and the said Agreement, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 14. 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.
- 15. HSBC reserves the right to cancel, terminate or suspend this Promotion with or without any 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.
- 16. 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 part 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.
- 17. 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.
- 18. 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