

Terms & Conditions for 'Overseas 2010 3X HSBC Reward Points Programme' ('this Programme')

1. This Programme shall run from 15 January 2010 to 31 December 2010, both dates inclusive (**'Programme Period'**).
2. This Programme is open to holders of HSBC Premier MasterCard Credit Card, HSBC Visa Platinum Credit Card, HSBC Gold Credit Card and HSBC Classic Credit Card only ('Participating HSBC Credit Cards'); except for the following categories of persons:
 - (a) Holder(s) of HSBC Credit Cards that are not issued in Malaysia; and/or
 - (b) Holder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period; and/or
 - (c) Holder(s) of company and/or corporate HSBC Credit Cards.

(hereinafter referred to as the 'Eligible Cardholder').

Triple Your Rewards ('3x HSBC Reward Points')

3. Each Eligible Cardholder stands to get 3X HSBC Reward Points, up to a maximum of 12,000 HSBC Reward Points per Eligible Cardholder for each of the participating month within the Programme Period upon fulfilling the qualifying conditions in clause 4 below within the Programme Period. There is a maximum of 135,000,000 HSBC reward points to be given out throughout the Programme Period with a capping of 11,250,000 HSBC reward points to be given out for each of the participating month on a 'first-come, first-served' basis.

Qualifying Conditions

4. (a) Either the Eligible Cardholder and/or his/her supplementary credit cardholder must use their HSBC Visa Platinum and/or HSBC Premier MasterCard Credit Card (whether independently or collectively) for any amount of overseas spend (whether made in a single or accumulated receipt(s)/sales draft(s)) during the Programme Period.
- (b) There is no minimum spend requirement for this Programme.
- (c) Eligible spend for this Programme are those:
 - (i) Overseas spend charged to the Eligible Cardholder's and/or his/her supplementary credit cardholder(s)' HSBC Visa Platinum Credit Card and/or HSBC Premier MasterCard Credit Card ('Participating Credit Card(s)'); and
 - (ii) Made within the Programme Period;
 - (iii) Which excludes Internet payment for overseas transactions, 0% installment plans, balance transfers, cash advance, standing instructions/autobilling, finance fee and credit card annual fee payment; and
 - (iv) Overseas spend is calculated based on total consolidated (all primary and supplementary(ies)) customer spending for the Participating HSBC Credit Card(s) held by the Eligible Cardholder; ie for Eligible Cardholder who have multiple Participating HSBC Credit Card, the eligible spending on the respective Participating HSBC Credit Card by the primary and supplementary Eligible Cardholder(s) will also be consolidated and will not be viewed individually.
Eg. Cardholder A has a primary HSBC Visa Platinum Credit Card, a primary HSBC Premier MasterCard Credit Card and 2 supplementary HSBC Premier MasterCard Credit Card. Spend on any of the primary and supplementary credit card(s) will be consolidated to meet the qualifying conditions for this Programme.

(hereinafter referred to as 'Eligible Spend').

- (d) At the time of Eligible Spend or receipt of the 3x HSBC Reward Points by the Eligible Cardholder for this Programme, the primary credit card account(s) of the Eligible Cardholder MUST NOT be delinquent, and/or that his/her Participating Credit Card(s) MUST NOT be invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating in this Programme or receiving the 3x HSBC Reward Points.

5. The following terms and conditions shall apply to the 3x HSBC Reward Points:

- (a) The 3x HSBC Reward Points are not exchangeable for cash;
 (b) All HSBC Reward Points for Eligible Spend of the Eligible Cardholder (i.e. primary and supplementary(ies) credit card(s)) in this Programme will be credited into the respective primary Eligible Cardholder's Participating Credit Card account based on the table below:

Period of Overseas Spend	Period of crediting of the 3x HSBC Reward Points into the respective Participating Credit Card(s) account
15 Jan to 28 Feb 2010	Before 31 March 2010
1 March to 30 April 2010	Before 31 May 2010
1 May to 30 June 2010	Before 31 July 2010
1 July to 31 August 2010	Before 30 September 2010
1 September to 31 October 2010	Before 30 November 2010
1 November to 31 December 2010	Before 31 January 2011

- (c) Only the primary Eligible Cardholder is entitled to receive the 3X HSBC Reward Points for this Programme. The primary Eligible Cardholder who is entitled to receive the 3x HSBC Reward Points will receive notification of the same through his/her respective Participating HSBC Credit Card(s) monthly bill statement in the month after the crediting of the 3x HSBC Reward Points as per clause 5(b) above into the Eligible Cardholder's Participating HSBC Credit Card account;
- (d) The 3X HSBC Reward Points must be redeemed only by the primary Eligible Cardholder.
- (e) HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with the 3x HSBC Reward Points for this Programme;
- (f) 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 the 3x HSBC Reward Points;
- (g) Each Eligible Cardholder can only receive a maximum of 36,000 Reward Points for all Eligible Spend throughout the Programme Period;
- (h) HSBC reserves the right, at its absolute discretion, in the allocation of the 3X Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the 3X Reward points with another prize for this Programme will be entertained.
- (i) The Reward Points must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC credit card monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the redemption period of the HSBC Reward Points.
- (j) The 3x HSBC Reward Points will be credited into the Primary Eligible Cardholder's Participating Credit Card that was used in the Eligible Spend for this Promotion only. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the HSBC Reward Points to the Eligible Cardholder's other or any third party's HSBC Credit Card account.

General Terms & Conditions

6. 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 Programme, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
7. HSBC reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardholders for this Programme for HSBC's advertising and publicity purposes in any media. By participating in this Programme, the Eligible Cardholders hereby consent to and agree that HSBC shall be at liberty to exercise its right to publish their names, pictures, city of residence and identification numbers without compensation for HSBC's advertising and publicity purposes in any media.
8. By participating in this Programme, 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 11) and the decisions of HSBC.
9. HSBC's decision on all matters relating to this Programme including but not limited to the eligibility of participation or spend for this Programme, and in the event of any dispute, is final and binding on all Eligible Cardholders of this Programme and no correspondence will be entertained.
10. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice.
11. 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 Programme.
12. These Terms and Conditions are in addition to the HSBC Rewards 2010 Terms and Conditions and the Cardholder Agreement which regulates the provision of credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions, the HSBC Rewards 2010 Terms and Conditions and the said Agreement, the terms and conditions shall prevail in the following order:
 - i) These terms and conditions insofar as they apply to this Programme;
 - ii) The HSBC Rewards 2010 Terms and Conditions; and
 - iii) The Cardholder Agreement.
13. 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.
14. 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 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.
15. Eligible Cardholders under this Programme 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 Programme.
16. In the event of any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English version and Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.

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'.

3. 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 Top<space>your 16-digit HSBC Bank or HSBC Amanah Credit Card/-i number to 33733. 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.

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- 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.