

**Terms & Conditions for HSBC “Gear Up 2” Programme 2010 (“this Programme”).**

Every mention of “HSBC” refers to HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad collectively. 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 1 August 2010 to 30 September 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’s credit cards.  
**(“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 follow: SMS Gear<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 Eligible Cardholders.
- (d) Once registered, see clauses 4) and 5) below.

4. **Spend & Win Criteria**

4.1 Upon satisfying the Selection and Spending Criteria as stated in clause 5 below for the Programme Period, the Eligible Cardholder will stand to win and choose any one (1) unit of the three Daily Top Spender Prizes allocated for this Programme which consists of:

Item(s)	Daily Top Spender Prizes for this Programme
1	SONY VAIO™ M Series Notebook
2	SONY BRAVIA™ LCD TV - EX400 Series
3	SONY E-mount Camera - NEX-3

- 4.2 HSBC reserves the right to change the Daily Top Spender Prize(s) at any point in time during the Programme Period with 3 days prior notice to the Eligible Cardholder.
- 4.3 The Daily Top Spender Prizes are subject to the terms and conditions of the Daily Top Spender Prize as provided under Clause 5 below.

5. **Selection and Spending Criteria**

**Daily Top Spender Prize:**

- I. Daily is defined as each calendar day (Monday to Sunday). The daily Top Spender winners for the Programme will be determined within three (3) weeks after the end of the Programme Period.
- II. Please see table in clause 4 for the Daily Top Spender Prizes for the Programme Period.

**Spend Criteria for Daily Top Spender Prize:**

The Eligible Cardholder and/or his/her supplementary cardholder(s), must use their HSBC Bank and/or HSBC Amanah credit card/-i (whether independently or collectively) and be the highest spender of the day for any day during the Programme Period to win and choose any one (1) unit of the three Daily Top Spender Prizes allocated for this Programme.

6. Eligible Spend for the Programme are those that:

- (a) Are charged to any of the Eligible Cardholder's HSBC Bank and/or HSBC Amanah credit card/-i(s), including the supplementary credit card(s) ("Participating HSBC Bank and/or HSBC Amanah credit card/-i");
- (b) Are made within the Programme Period;
- (c) Includes 0% instalment plans, overseas transactions, standing instructions/auto-billing, cash advances, retail transaction and internet retail transactions;
- (d) Excludes finance charges, balance transfers and credit card annual fee payment; and
- (e) Spend is calculated based on total consolidated (primary and supplementary (ies)) customers spending. 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.  
**("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 transactions on any of those Participating HSBC Bank and/or HSBC Amanah Credit Card/i(s) will be consolidated and not viewed individually to meet the spend criteria of the Programme.*

7. At the time of selecting the Eligible Cardholder for the Daily Top Spender Prize, the primary HSBC Bank/HSBC Amanah credit card/-i account(s) of the selected Eligible Cardholders MUST NOT be delinquent, and/or that their HSBC Bank/HSBC Amanah credit card/-i be invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or from receiving the Daily Top Spender Prize in this Programme.
8. An Eligible Cardholder (being a primary cardholder) together with his/her supplementary cardholder(s) are only entitled to win one (1) Daily Top Spender Prize within the Programme Period and only the primary Eligible Cardholder is eligible to receive the Daily Top Spender Prize for this Programme. For avoidance of doubt, where the Eligible Cardholder have previously received a Daily Top Spender Prize for being the highest spender for a particular day within the Programme Period, that

Eligible Cardholder will not be eligible to win another Daily Top Spender Prize during the Programme Period and the Eligible Cardholder who is the next highest spender for that particular day within the Programme Period will be selected. This process will continue until a winner is determined for each day within the Programme Period.

### General Terms

9. The following terms and conditions apply to the Daily Daily Top Spender Prize(s) ("Prize"):
  - a) The Prize is provided on an "As Is" basis.
  - b) The Prize is not exchangeable for cash or credit.
  - c) The Daily Top Spender Winner(s) will be notified via SMS at their telephone number as maintained in HSBC Bank's and/or HSBC Amanah's records within three (3) weeks from the end of the Programme Period and will be required to inform HSBC of their chosen Daily Top Spender Prize, either item 1, 2 or 3 as allocated under Clause 4.1 above via SMS by typing – gear<space>item 1 or 2 or 3 to 36722 before 31 October 2010. Should the Daily Top Spender Winner(s) fail, i.e. due to reasons such as no reply, telephone number not in service, no connection, or any other reasons, to inform HSBC of their chosen Prize via SMS by 31 October 2010, HSBC reserves the right to award the Daily Top Spender Winner(s) with one(1) unit of SONY BRAVIA™ LCD TV - EX400 Series by default.
  - d) The Eligible Cardholder who is the Daily Top Spender Winner will receive a notification letter via mail together with the chosen Daily Top Spender Prize within three (3) weeks after notifying HSBC of their chosen Prize via SMS as stipulated under Clause 9(c) above. The notification letter together with the Prize(s) will be sent to the Eligible Cardholder's address as maintained within HSBC's records. No mailing to an address other than the primary Eligible Cardholder's address in HSBC's record or an address outside of Malaysia will be allowed.
  - e) HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of redemption or usage of the Daily Top Spender Prize received for this Programme.
  - f) Any loss or damage to the Daily Top Spender Prize is passed on to the Eligible Cardholder upon receipt of the Daily Top Spender Prize by the Eligible Cardholder.
  - g) 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 Daily Top Spender Prize(s).
  - h) 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.
  - i) The Daily Top Spender Prize(s) does not include any accessories or items that are shown in the leaflet or website, as they are for illustration purposes only.
10. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who won the Daily Top Spender Prize(s) 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.
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 with 3 days 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. HSBC may use any of the following modes to communicate notices in relation to this Programme 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);
  - (d) display at its business premises; or
  - (e) notice on HSBC's 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.
16. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are part of and 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 UTCs, these Terms and Conditions shall prevail in so far as they apply to this Programme.
17. 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.
18. HSBC reserves the right to cancel, terminate or suspend this Programme with 3 days 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.
19. 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.