

Terms & Conditions for HSBC SmartPrivileges/HSBC VIP SmartPrivileges

Every mention of "HSBC Bank" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).

- (A) HSBC SmartPrivileges are available to all holders of HSBC Premier World MasterCard Credit Card, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum Credit Card, HSBC Gold Visa/MasterCard Credit Card ("HSBC Credit Cards"); and
- (B) HSBC VIP SmartPrivileges are available to all holders of HSBC Premier World MasterCard Credit Card and HSBC Visa Signature Credit Card ("HSBC VIP Credit Cards").
1. All offers are valid from 1 January 2012 until 31 December 2012 unless stated otherwise and payment must be made with the respective HSBC Credit Cards.
 2. HSBC SmartPrivileges/HSBC VIP SmartPrivileges Terms & Conditions and offers are available at www.hsbc.com.my/sp.
 3. To enjoy the offers, the HSBC Credit Cardholders ("Cardholders") must specify the HSBC SmartPrivileges/HSBC VIP SmartPrivileges offer for shopping, dining, health & beauty, and hotel. Prior reservation is to be made for dining, hotel & golf offers. All payments must be made with HSBC Visa or MasterCard Credit Card.
 4. Unless otherwise specified, offers stated in the HSBC SmartPrivileges/HSBC VIP SmartPrivileges microsite and/or any other communication material(s) are not valid for use with other ongoing promotions and discounts of the respective establishments.
 5. Offers in relation to dining at the respective establishments apply to dine-in only.
 6. Prior reservation is to be made for hotel offers and is subject to availability of rooms and the offer is not valid during peak periods as determined by the respective participating hotels.
 7. These offers cannot be exchanged for cash or other products.
 8. HSBC Bank gives no representation or warranty with respect to any goods or services provided under HSBC SmartPrivileges/HSBC VIP SmartPrivileges. In particular, HSBC Bank gives no warranty with respect to the quality of goods or services redeemed or their suitability for any purpose. Notwithstanding any provisions to the contrary herein contained, any dispute concerning goods or services received as a Reward under HSBC SmartPrivileges/HSBC VIP SmartPrivileges shall be settled between the Cardholder and the participating merchant/ supplier/establishment involved. HSBC Bank will bear no responsibility for resolving such disputes or for the dispute itself.
 9. The offers are subject to the Terms and Conditions of the respective merchants/establishments.
 10. In the case of any dispute relating to HSBC SmartPrivileges/HSBC VIP SmartPrivileges, the decision of HSBC Bank shall be final.
 11. All offers for goods and services featured in the HSBC SmartPrivileges/HSBC VIP SmartPrivileges microsite and/or any other communication material(s) are valid for credit cards issued by HSBC Bank Malaysia Berhad only.
 12. HSBC Bank reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.

13. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 12, shall prevail over any provisions or representations contained in any other promotional materials advertising the HSBC SmartPrivileges/HSBC VIP SmartPrivileges.
14. HSBC Bank may use any of the following modes to communicate notices in relation to this HSBC SmartPrivileges/HSBC VIP Smart Privileges to the Cardholders:
- i) individual notice to the Cardholders (whether by written notice or via electronic means) sent to the Cardholders' latest address/email address as maintained in the HSBC Bank's records;
 - ii) press advertisements;
 - iii) notice in the Cardholders' credit card statement(s);
 - iv) display at its business premises; or
 - v) notice on HSBC Bank'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.

15. HSBC Bank reserves the right to withdraw, substitute or vary any of the offers stated herein from time to time with 3 days prior notice. Any substitution or variation by HSBC Bank of any offer contained herein shall not entitle the Cardholder to any claims against or compensation from HSBC Bank for any and all losses or damages suffered or incurred by the Cardholder, whether directly or indirectly caused.
16. The Reward Points given out are subject to the Reward Points Terms and Conditions which are available at www.hsbc.com.my/personal-banking/credit-cards/hsbc-rewards.
17. The Reward Points are not exchangeable for cash or credit or in kind. Cardholders are not allowed to transfer or sell their Reward Points to any other person.
18. HSBC Bank reserves the right, at its absolute discretion, in the allocation of the Reward Points to the Cardholders.

Exclusive for HSBC VIP SmartPrivileges

19. All offers under the HSBC VIP SmartPrivileges are open only to holders of HSBC VIP Credit Cards only.
20. Where applicable, Reward Points and/or Cash Back to be given out are based on monthly basis and the amount to be given out are subjected to the terms and conditions as stated in the HSBC SmartPrivileges/HSBC VIP SmartPrivileges microsite and/or any other communication material(s), unless stated otherwise.
21. The Reward Points and/or Cash Back for a specific offer may be capped for a specified period. In the event that such Reward Points and/or Cash Back are not given out by HSBC Bank in the specified period, such Reward Points and/or Cash Back will be forfeited.
22. Reward Points and/or Cash Back given out will be credited into the respective primary Cardholder's HSBC VIP SmartPrivileges Credit Card account which incurred the spend within 4 weeks after the end of each month and will be reflected in the credit card statement for the month after the crediting period, unless stated otherwise.

23. HSBC Bank will not entertain any request from any HSBC Credit Cardholders or any other person to credit the Reward Points and/or Cash Back to the HSBC Credit Cardholders' other or any third party's HSBC Credit Card account.