

Terms and conditions – “Festive Treats” Privileges (“this Promotion”)

1. This Promotion is from 1 November 2009 to 31 March 2010, both dates inclusive (“Promotion Period”).
2. This Promotion 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”) issued by HSBC Bank Malaysia Berhad (“HSBC”), 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”).

3. The promotion

The Eligible Cardholder stands to receive an additional ten thousand (“10,000”) Reward Points, on top of the normal Reward Points that the Eligible Cardholder will receive from his/her spend upon fulfilling the qualifying conditions in clause 4 below within the scheduled months of the Promotion Period, subject to its availability.

4. Qualifying conditions:

- a) The Eligible Cardholder and/or his/her supplementary credit cardholder(s) must charge a minimum of RM3,000 on HSBC 0% Installment Payment Plan at any of Fella Design participating merchant outlets listed in the table below (“Participating Outlets”) to any of the primary Eligible Cardholder’s and/or his/her supplementary Participating HSBC Credit Card(s) as per the scheduled months in clause 8(c) within the Promotion Period:-

Central Region		
Lot 2791, Persiaran Elektron Bukit Subang, Seksyen U16 40150 Shah Alam, Selangor	Lot 317, Jalan Ampang 50450 Kuala Lumpur.	Lot PT 13843, Jln SS 21/2 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan
45 & 47 Lorong Batu Nilam 1A, Bandar Bukit Tinggi, 41200 Klang, Selangor	Lot 11 & 12, Sungai Penanga, Jalan Subang 6, Subang Light Indah Park, 47500 Subang Jaya Selangor Darul Ehsan	
Nothern Region		
148, Jalan Badlishah 8000 Sungai Petani, Kedah Darul Aman.	97L, Mergong Seberang, Jalan Putra, 05150 Alor Setar Kedah Darul Aman.	1 & 3, Jalan Sultan Azlan Shah 31400 Ipoh, Perak Darul Ridzuan.
Level 1, Car Park Complex, PISA (Penang International Sport Arena) Jalan Tun Dr. Awang 11900 Relau Pulau Pinang		
Southern Region		
5258, Jalan Penghulu Abbas, Bukit Baru, 75350 Melaka	Mezzanine Floor, Lot 116050 Jalan Johor Jaya Taman Perindustrian Plentong,	

	81750 Johor Bahru, Johor Darul Takzim	
East Coast		
470B & C, Ground Floor, Jalan Kamaruddin, 20400 Kuala Terengganu, Terengganu Darul Iman.	A405, Jalan Berserah, Taman Berserah Jaya, 25000 Kuantan, Pahang Darul Makmur.	
East Malaysia		
Lot 1442, Section 64, No.2, Jalan Simpang Tiga, 93250 Kuching, Sarawak.	Lot 33G, Jalan Karamuning, Karamuning Warehouse, 88100 Kota Kinabalu, Sabah.	

- b) Upon fulfilling the qualifying conditions in clause 4(a) above, the Eligible Cardholder stands to receive an additional 10,000 Reward Points subject to availability of the reward points on a first-come-first-served basis.
 - c) An Eligible Cardholder is not allowed to split the value of each transaction into multiples of RM3,000 in order to enhance his/her chance of winning the reward points. Such split transaction swipes will be disqualified. For the avoidance of doubt, split transaction value to meet the minimum spend requirement of RM3,000 is not allowed.
5. Eligible spend for this Promotion are those that are:
- a) Charged to any of the Participating HSBC Credit Cards of the primary Eligible Cardholder and/or his/her supplementary HSBC credit cardholder for HSBC 0% Installment Payment Plan at the Participating Outlets; and
 - b) Made within the Promotion Period; and
 - c) A minimum amount of RM3,000 on HSBC 0% Installment Payment Plan only;
- ("Eligible Spend")
6. At the time of spend or receipt of the additional 10,000 Reward Points by the Eligible Cardholder for this Promotion, the primary and the supplementary 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 receiving the additional 10,000 Reward Points.
7. HSBC reserves the right, at its absolute discretion, in the allocation of the additional 10,000 Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the additional 10,000 Reward Points with another prize for this Promotion will be entertained.
8. The following terms and conditions apply to the additional 10,000 Reward Points:
- a) The additional 10,000 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 an extension of the redemption period of the additional 10,000 Reward Points.
 - b) There is a maximum of 1,000 units of 10,000 Reward Points to be awarded throughout the Promotion Period whereby 200 units of 10,000 Reward Points will be allocated to be given out for each of the scheduled months in the Promotion Period on a first-come-first-served basis subject to availability.

- c) The additional 10,000 Reward Points will be credited into the respective primary Eligible Cardholder's Participating Credit Card Account which is entitled to receive the 10,000 Reward Points only, based on the table below:

Period of transaction(s) when the Eligible Cardholder meets the minimum Eligible Spend requirement ("scheduled months")	Date of crediting the additional 10,000 Reward Points ("Crediting Period") into the respective Participating Credit Card(s) account
1 – 30 November 2009	31 December 2009
1 – 31 December 2009	31 January 2010
1 – 31 January 2010	28 February 2010
1 – 28 February 2010	31 March 2010
1 – 31 March 2010	30 April 2010

- d) The primary Eligible Cardholder who is entitled to receive the additional 10,000 Reward Points will receive notification of the same through his/her respective Participating Credit Card(s) monthly bill statement in the month after the Crediting Period as per clause 8(c) above into the Eligible Cardholder's Participating Credit Card(s) account.
- e) Only the primary Eligible Cardholder will receive the additional 10,000 Reward Points for the installment plan made by the primary Eligible Cardholder and/or his/her supplementary HSBC credit cardholder at Participating Outlets under this Promotion for the purpose of receiving the additional 10,000 Reward Points.
- f) The additional 10,000 Reward Points must be redeemed only by the primary Eligible Cardholder of the Participating HSBC Credit Card.
- g) The additional 10,000 Reward Points earned are not exchangeable for cash or credit. The Eligible Cardholders are not allowed to transfer or sell their Reward Points to any other person.
- h) HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption of the additional 10,000 Reward Points in this Promotion.
- i) Each primary Eligible Cardholder can receive more than one (1) unit of additional 10,000 Reward Points throughout the scheduled months as per clause 8(c) above and throughout the Promotion Period for his/her Eligible Spend, subject to fulfillment of the qualifying conditions under clause 4 above.
- j) The additional 10,000 Reward Points will be credited into the primary Eligible Cardholder's Participating HSBC Credit Card that was used in the Eligible Spend for this Promotion only. HSBC will not entertain any request from any Eligible Cardholder to credit the additional 10,000 Reward Points to any other HSBC Credit Card account.
- k) 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 additional 10,000 Reward Points received from this Promotion.

General Terms

9. 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.

10. 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 12 and the decisions of HSBC.
11. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility of participation, and/or receipt of the additional 10,000 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.
12. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without 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 this Promotion.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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 prevail.