

TERMS & CONDITIONS
CNY 10% Cash Back Promotion

1. 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”).

PROMOTION PERIOD

2. The “CNY 10% Cash Back Promotion” (“Promotion”) shall run from 9 January 2012 to 29 February 2012, both dates inclusive (“Promotion Period”).

ELIGIBILITY

3. This Promotion is open to all primary or supplementary cardholders of:-
 - a. **HSBC Bank Credit Cards:** HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum, HSBC Visa Signature Credit Card, HSBC Gold Visa Credit Card & HSBC Gold MasterCard Credit Card (“Participating HSBC Bank Credit Cards”) issued by HSBC Bank; and/or
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Premier World MasterCard Credit Card-i, HSBC Amanah Advance Visa Platinum Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i (“Participating HSBC Amanah Credit Card-i(s)”) issued by HSBC Amanah

(hereinafter referred to as the “**Participating HSBC Bank/HSBC Amanah Credit Cards/-i**”)

EXCEPT for the following categories of persons:

- i. Holder(s) of HSBC Bank/HSBC Amanah Credit Cards/-i that are not issued in Malaysia; and/or
- ii. Holder(s) of invalid or cancelled HSBC Bank/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC Bank and/or HSBC Amanah’s definition at any time during the Promotion Period; and/or
- iii. Holder(s) of company and/or corporate HSBC Bank/ HSBC Amanah Credit Cards/-i

(hereinafter collectively referred to as the “**Eligible Cardholder**”).

4. Eligible Cardholders who participate in any other HSBC Bank/HSBC Amanah credit card spend promotions are not entitled to participate in this Promotion.

REGISTRATION CRITERIA

5. To participate in this Promotion, the Eligible Cardholders must first register one of his/her Participating HSBC Bank/HSBC Amanah Credit Card/-i number(s) via short message service text (“SMS”) during the Promotion Period. All his/her other Participating HSBC Bank/HSBC Amanah Credit Cards/-i including supplementary card(s) shall automatically be tracked for the purpose of Eligible Spend tabulation.

Registration process is as follows:

- a. ***SMS: Y1<space>your 16-digit Participating HSBC Bank/HSBC Amanah Credit Card/-i number to 36722; or** (**SMS codes shown on different sources may differ for tracking purposes*)
- b. Eligible Cardholders who receive an invitation to participate in this Promotion via SMS from HSBC Bank or HSBC Amanah must follow the instruction to register as stated in the SMS. Standard telecommunication charges will apply for each SMS sent.

6. Registration can be performed by the primary/supplementary Eligible Cardholder.
7. 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 and the confirmation SMS will cost the Eligible Cardholder RM0.30.
8. In the event the SMS is incomplete / invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. However, the Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC Bank/HSBC Amanah Credit Card/-i number in the SMS.
9. After the successful SMS registration, the Eligible Cardholder must use any of their Participating HSBC Bank/HSBC Amanah Credit Card/-i in the manner specified below.

PROMOTION

10. Eligible Cardholders who satisfy the Eligible Spend Criteria set out below stand to receive 10% cash back (“Cash Back”) for transactions on dining, groceries and shopping only, spent in a Participating Week (as defined in Table 1 below, subject to availability and on a first come, first serve basis.

Table 1: Participating Weeks & Cash Back Allocation

Participating Weeks		Weekly Cash Back Allocation (RM)
Week 1	9 January 2012 – 15 January 2012	75,000
Week 2	16 January 2012 – 22 January 2012	75,000
Week 3	23 January 2012 – 29 January 2012	75,000
Week 4	30 January 2012 – 05 February 2012	75,000
Week 5	06 February 2012 – 12 February 2012	75,000
Week 6	13 February 2012 – 19 February 2012	75,000
Week 7	20 February 2012 – 26 February 2012	75,000
Week 8	27 February 2012 – 29 February 2012	75,000
Total Cash Back (RM)		600,000

11. For clarity, Cash Back will not be given for transactions spent at merchants from the following Merchant Category Codes (hereinafter referred to as MCC’s):

Travel	Automobile	Direct Marketing	Petrol	Entertainment
Education	Membership	Utility	Home	Insurance
Grooming	Health	Hotels	Charity	

Note: The list of excluded MCC’s stipulated above is non-exhaustive.

ELIGIBLE SPEND CRITERIA

12. On successful registration as per Clause 4 above, the Eligible Cardholder must spend a minimum of **RM500** per Participating Week during the Promotion Period (whether in a single or accumulated receipt(s)/sales draft(s)) using their Participating HSBC Bank/ HSBC Amanah Credit Card/-i.
13. Eligible Spend for the Promotion are those that:

- a. Are charged to any of the Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Cards/-i including the supplementary credit card(s) as per the Participation Criteria in clause 9 above within the Promotion Period;
- b. **Includes** 0% installment plans, Internet transactions, local & overseas retail transactions; and
- c. **Excludes** cash advances, standing instructions/auto-billing, finance charges/management fees, government service tax and credit card/-i annual fee:

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

14. Eligible Spend is calculated based on total consolidated (primary and supplementary/ies) spend. If the Eligible Cardholder has multiple Participating HSBC Bank/HSBC Amanah Credit Card/-i accounts, Eligible Spend made on all Participating HSBC Bank/HSBC Amanah Credit Card/-i by the primary Credit Card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated and will not be viewed individually to meet the respective Participation and Eligible Spend Criteria for each Participating Week within the Promotion Period.

Example: Cardholder A has an HSBC Visa Signature credit card, an MPower Visa Platinum Credit Card-i and 2 supplementary HSBC Visa Signature credit card, all transactions on any of those Participating HSBC Bank/HSBC Amanah Credit Card/-i will be consolidated and not viewed individually to meet the respective Participation and Eligible Spend Criteria of the Promotion

15. The tracking of the Eligible Spend is based on transactions dates.

ALLOCATION OF CASH BACK

16. There is a maximum of RM600,000 Cash Back to be given out throughout the Promotion Period, capped at a maximum of RM75,000 Cash Back for each Participating Week on a first come, first serve basis subject to availability
17. The Cash Back will only be given out for shopping, dining or groceries transactions made by the Eligible Cardholders on any of their Participating HSBC Bank/HSBC Amanah Credit Card/-i.
18. The maximum Cash Back to be given out is capped at RM100 per Eligible Cardholder throughout the Promotion Period on a first come, first serve basis, subject to availability.
19. Only the primary Eligible Cardholder will receive the Cash Back.
20. The Cash Back will be credited into the primary Eligible Cardholder's highest type of Participating HSBC Bank/HSBC Amanah Credit Card/-i account within four (4) to Eight (8) weeks from the end of the Promotion Period *(For avoidance of doubt, the Participating HSBC Bank Credit Cards are in the following order: HSBC Premier World MasterCard Credit Card being the highest card type, followed by, HSBC Premier World MasterCard Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Amanah Advance Visa Platinum Credit Card-i, HSBC Visa Signature Credit Card, MPower Visa Platinum Credit Card-i, HSBC Gold Visa/MasterCard Credit Card/-i).*
21. The Eligible Cardholder will receive notification of the crediting of the Cash Back, if any, through the respective Participating HSBC Bank/HSBC Amanah's monthly statement that follows after the date of the crediting of the Cash Back.
22. HSBC Bank / HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other or any third party's HSBC Bank / HSBC Amanah Credit Card/-i account.

23. HSBC Bank/ HSBC Amanah shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received in this Promotion.

GENERAL TERMS AND CONDITIONS

24. HSBC Bank and/or HSBC Amanah reserve the right to publish or display the name, picture and city of residence of the Eligible Cardholders who have been selected to receive the AirAsia Flight Voucher for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholders hereby consent to and agree that HSBC Bank and/or HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
25. HSBC Bank and/or HSBC Amanah reserve the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
26. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 25, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
27. HSBC Bank and/or HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
- i) 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 HSBC Bank and/or HSBC Amanah's records;
 - ii) press advertisements;
 - iii) notice in the Eligible Cardholder's credit card statement(s);
 - iv) display at its business premises; or
 - v) notice on HSBC' Bank and/or HSBC Amanah'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.
28. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Bank and HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card facilities by HSBC Bank and HSBC Amanah. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. 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 Promotion.
29. HSBC Bank and/or HSBC Amanah 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 Bank and/or HSBC Amanah.
30. HSBC Bank and/or HSBC Amanah reserve the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Bank and/or HSBC Amanah of this Promotion shall not entitle the Eligible Cardholder/potential winners/winners to any claim or compensation against HSBC Bank and/or HSBC Amanah 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.
31. In no event will HSBC Bank and/or HSBC Amanah 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 Bank and/or HSBC Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
32. The Eligible Cardholder 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.

33. HSBC Bank and/or HSBC Amanah's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the recipients of the Cash Back under this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
34. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank and/or HSBC Amanah.