

TERMS & CONDITIONS
HSBC POWER UP YOUR 2020 PROMOTION

1. HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) will be referred to as “HSBC Bank” and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) will be referred to as “HSBC Amanah”, collectively referred to as “HSBC”.

PROMOTION PERIOD

2. The “HSBC Power Up Your 2020 Promotion” (“Promotion”) shall run from **14 August 2020 to 15 November 2020** both dates inclusive (“Promotion Period”), comprising of the following Promotion Month-

Table 1: Promotion Months

Promotion Month	Promotion Dates
1	14 August 2020 – 13 September 2020
2	14 September 2020 – 13 October 2020
3	14 October 2020 – 15 November 2020

3. Eligible Cardholder can earn extra entries by participating in the “Power Up your 2020” game (“Game”) from 14 August 2020 to 30 November 2020 (“Game Promotion Period”) at www.hsbc.com.my/pair.

Table 2: Game

Month	Game Promotion Period
1	14 August 2020 – 31 August 2020
2	1 September 2020 – 30 September 2020
3	1 October 2020 – 31 October 2020
4	1 November 2020 – 30 November 2020

PROMOTION & PARTICIPATION CRITERIA

PRIZES

4. Eligible Cardholder who meets the Participation Criteria and Eligible Spend requirements during the Promotion Period stands to receive a maximum number of Prizes as per **Table 3** below:-

Table 3: Maximum unit of Prizes per Eligible Cardholder

Type of Prize	Maximum unit of Prizes per Eligible Cardholder
Grand Prize	1 unit
Monthly Prize	1 unit
Game	
Overall Top Scorer Prize	1 unit
Monthly Top Scorer Prize	1 unit
Weekly Top Scorer Prize	1 unit
eVouchers	up to 10 units

5. The Maximum unit of Prizes for this Promotion are as follows:

Table 4: Maximum unit of Prizes for this Promotion

Type of Prize	Item of Prizes	Total Units
Grand Prize	RM100,000 CashBack	1
Monthly Prize	13-inch MacBookPro	3
Game		
Overall Top Scorer Prize	Sony Wireless Noise Cancelling Headphones WF-1000XM3	10
Monthly Top Scorer Prize	RM500 Lazada eVoucher	15
Weekly Top Scorer Prize	The Entertainer Key worth RM100	160
eVouchers	eVouchers	10,900

CAMPAIGN ENTRIES

6. In order to win the Grand Prize and Monthly Prizes, Eligible Cardholder must meet the Eligible Spend using their Participating HSBC/HSBC Amanah Credit/Debit Card/-i during the Promotion Period to earn entries:-

Table 5: Number of Entry(ies) awarded for Grand and Monthly Prize

Category	Eligible Spend in a single receipt between 00:00:00 to 23:59:59 Daily includes equivalent spend in foreign currency	Number of Entry(ies) awarded for Grand and Monthly Prize
1	Every RM100 spend in a single receipt (excluding Categories 2 below)	1
2	Every RM100 spend at Selected Merchants* in the following categories: Departmental store, Supermarket, Hypermarket, Fashion, Dining, Electronics & Furniture, Travel & Airlines	10

***Note:** "Selected Merchants" refers to retail transactions at participating merchants with Merchant Category Code (MCC).

Table 6: Merchant Category Codes

Spend Category	Merchant Category Code (MCC)
Category 2	<p>Departmental Store/ Supermarket/ Hypermarket 5300, 5309, 5311, 5411</p> <p>Fashion 5611, 5621, 5631, 5651, 5655, 5661, 5681, 5691, 5697, 5698, 5699, 5094, 5944, 5947, 5948, 5950, 5977, 9402, 7631</p> <p>Dining 5811, 5812, 5813, 5814, 5422, 5441, 5451, 5462, 5499</p> <p>Electronic & Furniture 5712, 5722, 5723, 5937, 5997</p> <p>Travel – Airlines 3000, 3001, 3005, 3006, 3007, 3008, 3009, 3010, 3012, 3014, 3015, 3020, 3022, 3034, 3025, 3026, 3034, 3040, 3043, 3044, 3047, 3051,</p>

3052, 3058, 3072, 3075, 3077, 3078, 3079, 3082, 3084, 3098, 3099, 3100, 3102, 3103, 3136, 3246, 3262, 3294, 3298, 4511, 4722, 5962, 7012

7. On top of the Eligible Spend in Clause 5, Eligible Cardholder can gain extra entries by participating in the “Power Up your 2020” game (“**Game**”) from 14 August 2020 to 30 November 2020 (“**Game Promotion Period**”) at www.hsbc.com.my/pair. Each round of completion of game will be awarded 1 additional entry for Grand Prize and Monthly Prize.
8. Eligible Cardholder who plays the “Power Up your 2020” game also stands to receive the following Prizes:

Table 7: Game Prizes

Prizes	Criteria
eVoucher	Eligible Cardholder who tapped on the Balloon with HSBC logo.
Overall Top Scorer Prize	Eligible Cardholder with the highest Game Points throughout the Promotion Period
Monthly Top Scorer Prize	Eligible Cardholder with highest Game Points each Promotion Month
Weekly Top Scorer Prize	Eligible Cardholder with highest Game Points each Promotion Week

9. Eligible Cardholder will be given one (1) unique ID via SMS to login to the Game and will earn entry(ies) to play the Game in accordance with Eligible Spend described in Clause 5. Each completion of the game will earn one (1) extra entry for Grand Prize and Monthly Prize. No extra entry will be given if the Eligible Cardholder exits the game before completing it. For more information, refer to the “How It Works” section in the “Power Up your 2020” game webpage.

The following are examples of earning the entries:

Scenario A:

Eligible Cardholder spends RM389.49 in a single receipt under Category 1 (as per Clause 5) without participating the Game, he/she earns a total of 3 entries to stand to win the Grand Prize or Monthly Prize.

Scenario B:

Eligible Cardholder spends RM389.49 in a single receipt under Category 1 (as per Clause 5), and completes 1 round of Game, he/she earns a total of 4 entries to stand to win the Grand Prize or Monthly Prize.

Scenario C:

Eligible Cardholder spends RM389.49 in a single receipt under Category 1 (as per Clause 5), and completes 3 rounds of Game, he/she earns a total of 6 entries to stand to win the Grand Prize or Monthly Prize.

ELIGIBILITY

10. This Promotion is open to all primary and supplementary cardholders of the following Credit/ Debit Cards/-i issued by HSBC:

Credit Card/-i(s)

- a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card and HSBC MasterCard Platinum Credit Card; and

- b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i;

Debit Card/-i(s)

- a. **HSBC Bank Debit Cards:** HSBC Premier Debit Card, HSBC Advance Debit Card, HSBC Debit Card, HSBC Premier Everyday Global Debit Card, HSBC Advance Everyday Global Debit Card and HSBC Everyday Global Debit Card; and
- b. **HSBC Amanah Debit Card-i(s):** HSBC Amanah Premier Debit Card-i, HSBC Amanah Advance Debit Card-i, HSBC Amanah Debit Card-i HSBC Amanah Premier Everyday Global Debit Card-i, HSBC Amanah Advance Everyday Global Debit Card-i and HSBC Amanah Everyday Global Debit Card-i;

with either one of the following HSBC/ HSBC Amanah Current or Savings Accounts/-i (“HSBC/HSBC Amanah CASA/-i”) linked to the aforesaid Debit Card/-i(s):

- a. HSBC/ HSBC Amanah Premier Account/-i
b. HSBC/HSBC Amanah Advance Bank Account/-i
c. HSBC/HSBC Amanah Basic Savings Account/-i
d. HSBC/HSBC Amanah Current Savings Account/-i
e. HSBC/ HSBC Amanah Premier Everyday Global Account/-i
f. HSBC/ HSBC Amanah Advance Everyday Global Account/-i
g. HSBC/ HSBC Amanah Everyday Global Account/-i

(collectively referred to as the “**Participating HSBC/HSBC Amanah Credit/Debit Card/-i**”)

11. The following categories of persons are **EXCLUDED** from this Promotion:
- Cardholder(s) of HSBC Credit/Debit Card/-i(s) that are not issued in Malaysia; and/or
 - Cardholder(s) of invalid or cancelled HSBC Credit/Debit Card/-i(s) and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
 - Cardholder(s) of company and/or corporate HSBC Credit/Debit Card/-i(s); and/or
 - Permanent and/or contract employees of HSBC in Marketing, Customer Value Management (Credit Card, Deposits, and Debit Card), Data Analytics and Information Management departments and/or
 - HSBC/HSBC Amanah Premier Junior Savers Debit Card/-i(s)

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

PARTICIPATION CRITERIA

12. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC/HSBC Amanah Credit/ Debit Card/-i (s) number(s) during the Promotion Period via below channel:

- (i) SMS; or
(ii) Follow the instructions in the invitation from HSBC/ HSBC Amanah.

Registration process via SMS:

- a. **SMS: R1<space>your last 6-digit Participating HSBC/HSBC Amanah Credit Card/-i (s) number to 63839;**
b. **SMS: R2<space>your last 6-digit Participating HSBC/HSBC Amanah Debit Card/-i (s) number to 63839;**
or
c. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
d. Follow the instruction to register in the respective marketing communication materials; or
Standard telecommunication charges will apply for each SMS registration sent;

13. Registration can be performed by either the primary or supplementary Eligible Cardholder.

14. Upon successful registration, the Eligible Cardholder will receive a confirmation via respective marketing communication materials used for the registration at no cost.

15. For SMS registration, 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. The Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC Credit/ Debit Card/-i (s) number in the SMS.

ELIGIBLE SPEND CRITERIA

16. Eligible Spend for this Promotion:
- Includes** all internet transactions, local and overseas retail transactions (local and foreign currency), petrol, 0% card instalment plans, e-wallet; and
 - Excludes** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/management fees, and credit card/-i annual fees

(the “Eligible Spend”).

17. All **primary and supplementary/ies** Participating HSBC/HSBC Amanah Credit/ Debit Card/-i (s) spend will be taken into account to meet the Participation Criteria. Eligible Spend made by the primary credit card/-i cardholder and his/her supplementary/ies credit/debit card/-i cardholder(s) **will be consolidated** and will not be viewed individually to meet the respective Eligible Spend and Participation Criteria for the Promotion.
18. For avoidance of doubt, only the **primary cardholder** stands to win the Prizes for this Promotion. Therefore, all contest entries received by the supplementary cardholder(s) will be consolidated with the contest entries received by the respective primary cardholder.
19. For Eligible Cardholder(s) with more than one (1) Participating HSBC Debit Card/-i(s), the Eligible Spend will be accumulated to make up the total Participating HSBC Debit Card/-i(s) contest entries of the Eligible Cardholder(s).

Example: Cardholder A has an HSBC Premier Debit Card and an HSBC Advance Debit Card. All transactions on Eligible Spend made/contest entries earned with all of those Participating HSBC Debit Card/-i(s) will be accumulated and will not be viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

20. The tracking of the Eligible Spend and Participation Criteria is based on transaction dates (Malaysian Time).

PRIZES TERMS AND CONDITIONS

Grand Prize

21. A total of 1 unit of Grand Prize of a **RM100,000 CashBack** (“Grand Prize”) is to be given out throughout the Promotion Period based on the Grand Prize Selection Process in Clause 22 below.
22. The Grand Prize Selection Process is as follows:
- All entries earned throughout the Promotion Period is assigned with a serial number in HSBC’s randomizer system.
 - To determine the Grand Prize Winner, HSBC will perform a one (1) time randomization of the entries received.
 - The entry ranked 1st from the randomization results will be shortlisted as Potential Grand Prize Winner.
 - The Potential Grand Prize Winner will receive an SMS notifying that he/she stands to receive the Grand Prize, subject to answering a question via SMS correctly. He/she must answer/reply the question via SMS within 5 days from the date of receipt of the SMS to receive the Grand Prize.
 - An SMS will be sent to confirm the Grand Prize Winner
 - He/she who has not fulfilled the requirements under Clause 22(d) will be forfeited as a Potential Grand Prize Winner.

- g. In the event HSBC has not selected 1 Grand Prize Winner due to Clause 22(f), the next entry from the randomization results in Clause 22(b) (i.e. ranked 2nd) will be shortlisted as the Potential Grand Prize Winner, and the same process in Clause 22(d) to (f) shall repeat up to two (2) rounds, and thereafter the Grand Prize if any will be forfeited.

23. Terms and Conditions of the Grand Prize:

- a. The Grand Prize will be credited into the Grand Prize Winner's HSBC/HSBC Amanah Deposit Account/-i or HSBC/HSBC Amanah Credit Card/-i within 10 to 16 weeks after the Promotion Period. The Grand Prize Winner will receive a SMS notification of the Grand Prize credited into the account, and this will be reflected in the HSBC/HSBC Amanah Savings/Current Account/-i Monthly Statement.
- b. The Grand Prize Winner may be required to attend a prize presentation ceremony and/or other publicity programs on this Promotion at his/her own costs and expenses. If the Grand Prize Winner is unable to attend such ceremony and/or other publicity programs, the Grand Prize Winner shall promptly notify HSBC to nominate a proxy with valid reason.

Monthly Prize

24. A total of 1 unit Monthly Prize of **13-inch MacBook Pro** ("Monthly Prize(s)") will be given out each Promotion Month.

25. Each Eligible Cardholder can only receive a maximum of 1 Monthly Prize throughout the Promotion Period.

26. The Monthly Prize Selection Process is as follows:

- a. All entries earned in each Promotion Monthly will be grouped together and is assigned with a serial number in HSBC's randomizer system.
- b. To determine the Monthly Prize Winners, HSBC will perform a one (1) time randomization of the entries received for each Promotion Monthly.
- c. The entry ranked 1st from the randomization results for each Promotion Month will be shortlisted as Potential Monthly Prize Winner.
- d. The Potential Monthly Prize Winner(s) will receive an SMS notifying that he/she stands to receive the Monthly Prize, subject to answering a question via SMS correctly. He/she must answer/reply the question via SMS within 5 days from the date of receipt of the SMS to receive the Monthly Prize.
- e. An SMS will be sent to confirm the Monthly Prize Winner(s).
- f. He/she who has not fulfilled the requirements under Clause 26(d) will be forfeited as a Potential Monthly Prize Winner.
- g. In the event HSBC has not selected 1 Monthly Prize Winner due to Clause 26(f), the next entry from the randomization results in Clause 26(b) (i.e. ranked 2nd) will be shortlisted as the Potential Monthly Prize Winner, and the same process in Clause 26(d) to (f) shall repeat up to two (2) rounds, and thereafter the Monthly Prize if any will be forfeited.

eVouchers

27. Eligible Cardholder who tapped on the Balloon with HSBC logo during the game, may receive a maximum of 10 units of eVoucher throughout the Game Promotion Period, subject to availability.

28. The maximum units of eVoucher allocated each day throughout the Game Promotion Period is 100 units.

29. In the event the eVouchers allocated for a participating say has not been fully given out, the unutilized units will be brought forward to the next participating day.

- a. All eVouchers shall be subject to the terms and conditions of the respective participating merchants and the validity period as stated in the eVouchers. Any unused or unredeemed eVouchers after the end of the validity period will lapse and be invalid.
- b. For avoidance of doubt, if the purchase at the participating merchants is for a value less than the amount of the eVouchers, the difference between the eVouchers and the purchase will be forfeited and no refund will be given to the eVouchers Winners. If the value of the eVouchers is less than the value of the item(s) purchased, the difference shall be borne by the eVouchers Winners.
- c. The eVouchers are not transferable and cannot be exchanged for cash, credit or in kind.
- d. Any query and/or dispute on the redemption of the eVouchers shall be directed to, and resolved directly with the participating merchants.

Overall Top Scorer Prize

30. The Overall Top Scorer Prize of Sony Wireless Noise Cancelling Headphone will be awarded to 10 Eligible Cardholders with the highest Game Points during the Game Promotion Period.
31. Each Eligible Cardholder can only receive a maximum of 1 Overall Top Scorer Prize throughout the Game Promotion Period based on the Top Scorer Selection Process in Clause 30 above.

Monthly Top Scorer Prize

32. The Monthly Top Scorer Prize will be awarded to the Eligible Cardholders with the highest Game Points for the Participating Month.
33. A total of 15 units of Game Monthly Top Scorer Prize of **RM500 Lazada eVoucher** will be given out as per **Table 8**, and capped at maximum 1 unit per **primary** Eligible Cardholder throughout the Game Promotion Period based on the Monthly Top Scorer Selection Process in Clause 32 above.
34. Table 8 sets out the total units of RM500 Lazada eVoucher allocated for each Participating Month ("**Game Monthly Prize Capping**"):

Table 8

Participating Month	Total Monthly Prize Allocation
14 August 2020 – 31 August 2020	2 units of RM500 Lazada eVoucher
1 September 2020 – 30 September 2020	6 units of RM500 Lazada eVoucher
1 October 2020 – 31 October 2020	5 units of RM500 Lazada eVoucher
1 November 2020 – 30 November 2020	2 units of RM500 Lazada eVoucher

Weekly Top Scorer Prize

35. The Weekly Top Scorer Prize will be awarded to 10 Eligible Cardholders with the highest Game Points for the participating week.
36. A total of 160 units of Weekly Top Scorer Prize of The **Entertainer Key** to be given out and capped at maximum 1 unit per Eligible Cardholder throughout the Game Promotion Period based on the Weekly Top Scorer Prize Selection Process in Clause 35 above.

37. Table 9 sets out the total units of The Entertainer Key allocated for each Participating Week (“**Weekly Top Scorer Prize Capping**”):

Table 9

Participating Week	Promotion Dates	Weekly Top Scorer Prize
1	14 August -20 August 2020	10 units of The Entertainer Key
2	21 August - 27 August 2020	10 units of The Entertainer Key
3	28 August – 3 September 2020	10 units of The Entertainer Key
4	4 September – 10 September 2020	10 units of The Entertainer Key
5	11 September – 17 September 2020	10 units of The Entertainer Key
6	18 September 24 September 2020	10 units of The Entertainer Key
7	25 September – 1 October 2020	10 units of The Entertainer Key
8	2 October – 8 October 2020	10 units of The Entertainer Key
9	9 October – 15 October 2020	10 units of The Entertainer Key
10	16 October – 22 October 2020	10 units of The Entertainer Key
11	23 October – 29 October 2020	10 units of The Entertainer Key
12	30 October – 5 November 2020	10 units of The Entertainer Key
13	6 November – 12 November 2020	10 units of The Entertainer Key
14	13 November – 19 November 2020	10 units of The Entertainer Key
15	20 November – 26 November 2020	10 units of The Entertainer Key
16	26 November – 30 November 2020	10 units of The Entertainer Key

38. Prizes to be given out under this Promotion are pooled together with the HSBC Amanah Power Up Your 2020 Promotion, HSBC Power Up Your 2020 Acquisition Campaign, HSBC Amanah Power Up Your 2020 Acquisition Promotion, HSBC Power Up Your 2020 Balances Promotion, HSBC Amanah Power Up Your 2020 Balances Promotion. HSBC Bank is the sole provider for all Prizes in this Promotion.

39. The following terms and conditions apply to all Prizes:-

- a. The Prizes is provided on an “As Is” basis.
- b. The Prizes is not transferable and cannot be exchanged for cash, credit or in kind.
- c. HSBC reserves the right, at its sole discretion, to provide all Prizes in any colour that is available.
- d. The Monthly Prize, Game Top Scorer Prize, Game Monthly Top Scorer Prize and Game Weekly Top Scorer Prize will be couriered within 16 weeks after the Promotion Period to the primary Eligible Cardholder’s address as maintained in HSBC’s records. HSBC will not entertain any request to deliver the Prize to an overseas address, a P.O. Box address and/or an address other than that maintained in HSBC’s record. During the call for delivery address confirmation, Prize Winners with an overseas address shall nominate, a proxy in Malaysia with a Malaysian address who will receive the Prize on behalf of the said Prize Winner.
- e. HSBC reserves the right to substitute the Prizes with any other item of similar value at any time with 3 days prior notice.
- f. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Prizes received under this Promotion.
- g. Any loss or damage to the Prizes is passed on to the Winners upon delivery of the Prizes.
- h. 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 Prizes.
- i. The Prizes does not include any accessories or items that are shown in the leaflet or website or any marketing materials, as they are for illustration purposes only.

- j. Apple, Sony, Lazada and Entertainer are not participants in or sponsors of this Promotion. Apple, Sony, Lazada and The Entertainer and their logos and products are trademarks of Apple, Sony, Lazada and The Entertainer registered in the U.S. and other countries.

GENERAL TERMS & CONDITIONS

40. At the time of fulfilment of the Prizes during the Promotion Period, all the Participating HSBC/HSBC Amanah Credit/ Debit Card/-i (s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Prizes from this Promotion.
41. HSBC reserves the right to publish or display the name, last 4 digit of Identification Card, picture and city of residence of the Eligible Cardholder who have been selected to receive the Prizes for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholder hereby consent to and agree that HSBCs shall be at liberty to publish their names, last 4 digit of Identification Card, pictures and city of residence without compensation for advertising and publicity purposes.
42. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
43. HSBC 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 the HSBC's records;
 - II. press advertisements;
 - III. notice in the Eligible Cardholder's credit card/-i and/or HSBC/HSBC Amanah CASA/-i statement(s);
 - IV. display at its business premises; or
 - V. 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.
44. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit/ debit card/-i (s) facilities by HSBC. 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.
45. 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.
46. HSBC reserves 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 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.
47. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC have been advised of the possibility of such loss or damage.

48. 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.
49. HSBC's decision on all matters relating to this Promotion shall be final and binding.