

**TERMS & CONDITIONS FOR HSBC AMANAH MPOWER PLATINUM CREDIT CARD-I PROGRAMME  
EFFECTIVE 1 JANUARY 2019**

**DEFINITION**

1. "HSBC Amanah" refers to HSBC Amanah Malaysia Berhad (Company No. 807705-X).
2. "Programme" refers to HSBC Amanah MPower Platinum Credit Card-i Programme.
3. Eligible Cardholder(s)" refers to all primary and/or supplementary cardholders of a HSBC Amanah MPower Platinum Credit Card-i excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Amanah MPower Platinum Credit Card-i that are not issued in Malaysia; and/or
  - b. Cardholder(s) of invalid or cancelled HSBC Amanah MPower Platinum Credit Card-i and/or whose accounts are delinquent within HSBC Amanah's definition;
  - c. Cardholder(s) of company and/or corporate HSBC Amanah Credit Card-i.
4. "HSBC Amanah Credit Card-i" refers to a HSBC Amanah MPower Platinum Credit Card-i issued in Malaysia.
5. "Cash Back" refers to Cash Back on Eligible Spend and Cash Back on Petrol and Groceries Spend collectively.
6. "Cash Back on Eligible Spend" refers to 0.2% cash back on Eligible Spend as defined in Clause 11 below.
7. "Participating Merchants" refers to merchants as defined in Table C, Clause 13 below.
8. "Cash Back on Petrol and Groceries Spend" refers to up to 8% cash back for Petrol and Groceries Spend made at Participating Merchants as defined in Clause 13 below.
9. "Maximum Cash Back" refers to the maximum amount of Cash Back on Petrol and Groceries Spend to be awarded in this Programme for each month, on a first come, first served basis, as defined in Clause 14 below.
10. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service a company offers.

**CASH BACK EARNING**

11. Eligible Cardholders who spend using their HSBC Amanah Credit Card-i will earn 0.2% Cash Back on each transactions **except** the following ("Cash Back on Eligible Spend"):
  - a. Transactions eligible for Cash Back on Petrol and Grocery Spend (save for groceries spend described in Clause 16 below which will be awarded with 0.2% cash back); and/or
  - b. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
  - c. Cash Advance, Balance Transfer, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Amanah Internet Banking, JomPay transactions, and FPX transactions; and/or
  - d. Transactions at the petrol stations, government related transactions, charitable/non-profitable organisation related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as wire transfer money order, traveller's cheques); which correspond with Merchant Category Code listed below:

**Table A: Excluded Merchant Category Codes**

Category	Merchant Category Code ("MCC")
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661
Quasi Cash Transactions	6050, 6051

**CASH BACK ON PETROL AND GROCERIES SPEND**

12. Eligible Cardholder stand to receive up to 8% Cash Back on Petrol and Groceries Spend posted to the HSBC Amanah Credit Card-i account if he/she fulfils the Spend Criteria in Table B below in the corresponding calendar month. However, Cash Back on Petrol and Groceries Spend is subject to the Monthly Capping and Maximum Cash Back as described in Clause 14 below.

**Table B: Spend Criteria and Monthly Capping**

Spend Category	Petrol and Groceries Spend	Eligible Spend
<b>Spend Criteria</b>	<ul style="list-style-type: none"> <li>Accumulated monthly spend of RM2,000 and above = 8% cash back; or</li> <li>Accumulated monthly spend of less than RM2,000 = 2% cash back.</li> </ul>	No monthly spend requirement. 0.2% cash back on all Eligible Spend (as defined in Clause 11 above)
<b>Monthly Capping</b>	Maximum RM50 per month, per primary Eligible Cardholder	No capping

13. Petrol and Groceries Spend are those that:
- Includes** local retail spend made in Participating Merchants listed only in **Table C** below; and
  - Excludes** those stated in Clause 11 above, all overseas spend and transactions performed over the internet.

**Table C: Participating Merchant(s) for Petrol and Groceries Spend**

Spend Category	Participating Merchants
Petrol	Shell
	Petronas
	Caltex
Groceries	Giant
	Tesco
	Aeon Big
	Mydin

14. Subject to Clause 15, the Monthly Capping on Cash Back on Petrol and Groceries Spend is capped at RM50 per month for each primary Eligible Cardholder. This means a primary Eligible Cardholder stands to receive maximum Cash Back on Petrol and Groceries Spend of RM50 per month notwithstanding that he/she has one or more supplementary HSBC Amanah Credit Card(s)-i. In

calculating the Cash Back on Petrol and Groceries to be awarded, the accumulated monthly spend made by the primary Eligible Cardholder and his/her supplementary Eligible Cardholder(s) will be consolidated and will not be viewed individually as illustrated in Example 1 and Example 2 below..

15. Total Cash Back on Petrol and Groceries Spend to be awarded under this Programme is capped at RM600,000 each calendar month and will be awarded on a first come, first served basis (“Maximum Cash Back”). Any unutilized Maximum Cash Back will be brought forward to the next calendar month. In the event the Maximum Cash Back has been fully awarded for any calendar month, HSBC Amanah may, but does not have any obligation to, inform the Eligible Cardholders that the Maximum Cash Back has been fully awarded.
16. No cash back will be awarded on petrol spend in the following instances:
  - a. where Eligible Cardholder spends on petrol at Participating Merchants and Monthly Capping in Table B and/or the Maximum Cash Back has been fully utilized/awarded; or
  - b. where Eligible Cardholder spends on petrol at merchants other than the Participating Merchant.
17. 0.2% cash back will be awarded on groceries spend in the following instances:
  - a. where Eligible Cardholder fulfilled spend criteria in Table A on groceries at Participating Merchants and Monthly Capping in Table B and/or the Maximum Cash Back has been fully utilized/awarded; or
  - b. where Eligible Cardholder spends on groceries at merchants other than the Participating Merchant.

**EXAMPLE:**

*Example 1: Spent by Primary Cardholder = RM950. Spent by Supplementary Cardholder = RM600. Total Spent is RM1,550 for the month of January 2019 as illustrated in Table 1 below. Total cash back entitled and credited to Primary card is RM13.00.*

**Table 1: Example 1**

<b>Spend Categories</b>	<b>Spent by</b>	<b>Spend Amount (RM)</b>	<b>Cash Back Rate</b>	<b>Cash Back Earned (RM)</b>
Petrol from Shell	Primary	150	2%	3.00
Groceries from Tesco	Supplementary	400	2%	8.00
Cash Back on Petrol and Groceries Spend <b>Note: Monthly Capping of RM50</b>		<b>550</b>		<b>11.00</b>
Dining at XYZ restaurant	Supplementary	200	0.20%	0.40
Other Purchases	Primary	800	0.20%	1.60
Cash Back on Eligible Spend (B)		<b>1,000</b>		<b>2.00</b>
<b>Total Cash Back Received (A +B)</b>		<b>1,550</b>		<b>13.00</b>

Example 2: Spent by Primary Cardholder = RM1,400. Spent by Supplementary Cardholder = RM800. Total Spent is RM2,200 for the month of January 2019 as illustrated in the Table 2 below. Total cash back entitled and credited to Primary card is RM53.00.

**Table 2: Example 2**

Spend Categories	Spent by	Spend Amount (RM)	Cash Back Rate	Cash Back Earned (RM)
Petrol from Shell	Primary	200	8%	16.00
Groceries from Tesco	Supplementary	500	8%	40.00
Cash Back on Petrol and Groceries Spend <b>Note: Monthly Capping of RM50</b>		<b>700</b>		<b>50.00</b>
Dining at XYZ restaurant	Supplementary	300	0.20%	0.60
Other Purchases	Primary	1200	0.20%	2.40
Cash Back on Eligible Spend (B)		<b>1500</b>		<b>3.00</b>
<b>Total Cash Back Received (A +B)</b>		<b>2,200</b>		<b>53.00</b>

#### GENERAL TERMS AND CONDITIONS

18. For clarity, Cash Back will be awarded based on transaction posted to the Eligible Cardholder's HSBC Amanah Credit Card-i account and rounded down to the nearest cent.
19. All transactions made by the primary Eligible Cardholder and his/her supplementary Eligible Cardholder(s) will be consolidated and will not be viewed individually in calculating the Cash Back to be awarded. Only the primary Eligible Cardholders will receive the Cash Back in this Programme. The Cash Back will be credited into the primary Eligible Cardholders's HSBC Amanah Credit Card-i account within 6 weeks after the end of each calendar month and will be reflected in the following month's credit card-i statement.
20. At the time of crediting of the Cash Back, the primary Eligible Cardholder's HSBC Amanah Credit Card-i account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, and/or invalid or cancelled within HSBC Amanah's definition, otherwise he/she will be disqualified from participating in this Programme and/or from receiving the Cash Back.
21. HSBC Amanah reserves the right to substitute the Cash Back with any other prize or item of similar value at any time with 3 days prior notice.
22. 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 accounts or to any other third party's account.
23. HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders for this Programme for advertising and publicity purposes. By participating in this Programme, the Eligible Cardholders hereby consent to and agree that HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.
24. HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice and such amended Terms and Conditions shall prevail over any

provisions or representations contained in any other promotional materials advertising this Programme.

25. HSBC Amanah 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 Amanah's records;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card-i statement(s);
  - d. display at its business premises; or
  - e. notice on 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.

26. These Terms and Conditions are in addition to the Universal Terms and Conditions for HSBC Amanah of which the Cardholder Agreement is a part of and which regulates the provision of credit card-i facilities by HSBC Amanah ("UTC"). The UTC is available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions and the UTC, this terms and conditions shall prevail in relation to this Programme.
27. In no event will HSBC Amanah be liable for any losses or damages (including without limitation, loss of income, profit 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 Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
28. 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 Amanah.
29. HSBC Amanah 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 Amanah of this Programme shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Amanah 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.
30. HSBC Amanah's decision on all matters relating to this Programme shall be final and binding.