

**TERMS & CONDITIONS FOR HSBC PLATINUM CREDIT CARD PROGRAMME
EFFECTIVE 1 JANUARY 2019**

DEFINITION

1. "HSBC" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Platinum Credit Card Programme.
3. "Eligible Cardholders" refers to all primary and/or supplementary cardholders of a HSBC Platinum Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Platinum Credit Cards that are not issued in Malaysia; and/or
 - b. Cardholder(s) of invalid or cancelled HSBC Platinum Credit Cards and/or whose accounts are delinquent within HSBC's definition;
 - c. Cardholder(s) of HSBC Platinum Credit Cards that were approved before 15 April 2013, but did not perform a one-time registration via SMS as defined in Clauses 12 below;
 - d. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "HSBC Credit Card" refers to a HSBC Platinum Credit Card issued in Malaysia.
5. "Reward Points" or "RP" refers to HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to the Eligible Cardholder's credit card account.
6. "Additional Reward Points" refers to additional RP awarded for below category of spend:
 - a. "Participating Shopping Mall – Group A" or "Malls A" defined in Clause 21 below; and/or
 - b. "Participating Shopping Mall – Group B" or "Malls B" defined in Clause 22 below.
7. "Eligible Spend" collectively refers to transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clauses 16, 17, and Clauses 21 to 23 below.
8. "Additional Reward Points Cap" refers to the maximum Additional Reward Points to be awarded per primary Eligible Cardholder's credit card account, per calendar month.
9. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service the company offers.
10. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
11. "Posting Date" refers to the date the transaction is charged to the credit card and may be a few days later than the actual transaction date.

REGISTRATION CRITERIA FOR HSBC CREDIT CARDS APPROVED BEFORE 15 APRIL 2013

12. To participate in this Programme, Eligible Cardholders who have had their HSBC Credit Card **approved before 15 April 2013** are required to perform a one-time registration via SMS.

SMS Registration process is as follows:

- a. SMS: S4<space>your 16-digit HSBC Credit Cards number to **63839**.
- b. Eligible Cardholders who receive an SMS invitation from HSBC Bank to participate in this Programme must follow the instruction to register as stated therein.

Standard telecommunication charges will apply for each SMS sent.

For avoidance of doubt, Eligible Cardholders who have had their HSBC Credit Card approved on or after 15 April 2013 will participate in this Programme automatically and therefore no registration is required.

13. Registration may be performed by the primary Eligible Cardholders only.

14. 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.
15. 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 HSBC Credit Card number in the SMS.

REWARD POINTS EARNING

16. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to the Eligible Cardholder's HSBC Credit Card account except listed below:
 - a. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
 - b. Cash Advance, Balance Transfer, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Internet Banking, JomPay transactions, and FPX transactions; and/or
 - c. 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 gambling chips, wire transfer money order, traveller's cheques, lottery tickets); which correspond with Merchant Category Code, listed below:

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

ADDITIONAL REWARD POINTS EARNING

17. In addition to the 1x RP, Eligible Cardholders also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points Cap:
 - a. 4x Additional Reward Points for spend at Malls A per Clause 21 below; and/or
 - b. 7x Additional Reward Points for spend at Malls B per Clause 22 below.
18. Each category of spend is subject to Additional Reward Points Cap of 10,000 Additional Reward Points per category.
19. The total RP earned based on category of spend as per Table 1 below:

Table 1: Additional Reward Points Based on Category of Spend

	Category	1x RP	Additional Reward Points	Total RP	Additional Reward Points Cap
(a)	Malls A (see Clause 21 below for eligible spend requirements and list of participating shopping malls;	1x RP per Clause 16 above	4x Additional Reward Points for Eligible Spend per Clause 21 below	5x	10,000
(b)	Malls B (see Clause 22 below for eligible spend requirements and list of participating shopping malls	1x RP per Clause 16 above	7x Additional Reward Points for Eligible Spend per Clause 22 below	8x	10,000

20. For clarity, Reward Points will be awarded based on transaction posted to the Eligible Cardholder's credit card account and rounded down to the nearest Ringgit.

For example:

Customer makes a utility bill payment of RM350.80, with the HSBC Credit Card, and subsequently spends RM533.35 in Gardens Mall with the same. The 1x RP and Additional Reward Points calculated are illustrated in Table 2 below:

Table 2: Illustration of 1x RP and Additional Reward Points Calculation

	Category	Spend amount	1x RP	Additional Reward Points	Total RP
(a)	Utility Bill	RM350.80	1x RP per Clause 16 above	-	<u>350</u> (RM350.80 rounded down to nearest Ringgit)
(b)	Spend in Gardens Mall	RM533.35	1x RP per Clause 16 above	7x Additional Reward Points per Clause 22 below	533 (RM533 x 1x) + 3731 (RM533 x 7x) = <u>4,264</u>
TOTAL REWARD POINTS EARNED					4,614

21. Spend in **Malls A** eligible for 4x Additional Reward Points are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account;
 - Includes** local retail spend made in selected outlets (the list is available at the following link in the Bank's public website www.hsbc.com.my/mall-MID) in the Participating Shopping Malls listed in **Table 2A** below (limited to the following Merchant Category Codes: Fashion, Electrical, Furniture, Gadgets, Jewellery, Entertainment, Groceries and Dining); and
 - Excludes** those stated in Clause 16 above, all overseas spend, transactions performed over the internet, insurance, and utility payments (refers to Clause 23 on MCC).

Table 2A: List of Shopping Malls for 4X Reward Points ("Malls A")

No.	Shopping Malls
	Klang Valley
1.	Bangsar Shopping Centre
2.	Bangsar Village
3.	Lot 10
4.	Publika Shopping Gallery
5.	Hartamas Shopping Centre
6.	Pavilion Kuala Lumpur
7.	Suria KLCC
8.	Sungei Wang Plaza
9.	Sogo
10.	Starhill Gallery
11.	1 Utama
12.	The Curve
13.	IPC Shopping Centre
14.	Paradigm Mall
15.	Tropicana City Mall
16.	Empire Shopping Gallery
17.	Sunway Pyramid
18.	Setia City Mall
19.	Sunway Putra Mall
20.	Atria Shopping Gallery
21.	Nu Sentral

22.	IOI City Mall
	Penang
23.	Gurney Plaza
24.	Queensbay Mall
25.	Gurney Paragon Mall
26.	Sunway Carnival
	Johor
27.	KSL
28.	AEON Tebrau City
29.	Sutera Mall
30.	Johor Premium Outlets (JPO)
31.	Johor Bahru City Square
	East Malaysia
32.	One Borneo

22. Spend in Malls B eligible for 7x Additional Reward Points are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account;
 - Includes** local retail spend made in selected outlets (the list is available at the following link in the Bank's public website www.hsbc.com.my/mall-MID) in the Participating Shopping Malls listed in **Table 2B** below (limited to the following Merchant Category Codes: fashion, electrical, furniture, gadgets, jewellery, entertainment, groceries and dining); and
 - Excludes** those stated in Clause 16 above, all overseas spend, transactions performed over the internet, insurance, and utility payments (refers to Clause 23 on MCC).

Table 2B: List of Shopping Malls for 7X Reward Points ("Malls B")

No.	Shopping Malls
	Klang Valley
1.	Midvalley Megamall
2.	The Gardens Mall

23. For clarity, no Additional RP will be awarded for spend on insurance and utility payments as defined by following Merchant Category Codes:

Category	Merchant Category Code ("MCC")
Insurance	5960, 5968, 6300
Utility Payments	4784, 4813, 4814, 4816, 4899, 4900

24. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
25. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per calendar month for the respective categories. All Eligible Spend on the HSBC Credit Card made by the primary Eligible Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Additional Reward Points Cap for the respective categories.
26. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC and MID. In the event that Additional Reward Points are not credited to the Eligible Cardholder's HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC shall not be held responsible for such discrepancies which are beyond HSBC's control.

EXAMPLES:

Example 1: Cardholder A spent RM3,750 with his HSBC Platinum credit card for the month of January 2019 as illustrated in the table below. Total Reward Points earned by the cardholder is 14,700 Reward Points.

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Jan 2019	Shopping at Mid Valley Megamall	500	500 RP	7x RM500 = 3,500 RP	4,000 RP
12 Jan 2019	Coach at Pavilion KL	1,600	1,600 RP	4x RM1,600 = 6,400 RP	8,000 RP
19 Jan 2019	Purchase of AirAsia Ticket	1,000	1,000 RP	-	1,000 RP
26 Jan 2019	Dining at Gardens Mall	150	150 RP	7x RM150 = 1,050 RP	1,200 RP
28 Jan 2019	Overseas Spend	500	500 RP	-	500 RP
Total Spend		RM3,750			
Total Reward Points Earned			3,750 RP	10,950 RP	14,700 RP

Example 2: Cardholder B spent RM5,500 with his HSBC Platinum credit card for the month of January 2019 as illustrated in the table below. Total Reward Points earned by the cardholder is 25,500 Reward Points.

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Jan 2019	Shopping at Mid Valley Megamall	500	500 RP	7x RM500 = 3,500 RP	4,000 RP
4 Jan 2019	Coach at Pavilion KL	1,600	1,600 RP	4x RM1,600 = 6,400 RP	8,000 RP
12 Jan 2019	Purchase of AirAsia Ticket	1,000	1,000 RP	-	1,000 RP
19 Jan 2019	Dining at Gardens Mall	1,500	1,500 RP	7 x RM1,500 = 10,500 RP *(max 6,500 RP)	8,000 RP
26 Jan 2019	Shopping at Sunway Pyramid	900	900	4 x RM900 = 3,600 RP	4,500 RP
Total Spend		RM5,500			
Total Reward Points Earned			5,500 RP	20,000 RP	25,500 RP

*Note: Cardholder B can only earn up to 6,500 Additional Reward Points for his transaction on 19 January 2018 as he has reached the 10,000 Additional Reward Points Cap on his transactions at Malls B.

REWARD POINTS VALIDITY AND FULFILLMENT

- All Reward Points/Additional Reward Points awarded are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC Credit Card monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Reward Points/Additional Reward Points.
- At the time of Eligible Spend or receipt of the Reward Points/Additional Reward Points, the primary Eligible Cardholder's HSBC Credit Card account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme and/or from receiving the Reward Points/Additional Reward Points.
- HSBC may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to credit cardholders. In such a case, Eligible Cardholders will receive Reward Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion the Eligible Cardholder first participated in.
- The Reward Points/Additional Reward Points will be credited into the **primary** Eligible Cardholder's HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. The Eligible Cardholder will receive notification of the same through his/her HSBC Bank Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.

31. HSBC will not entertain any request from any Eligible Cardholder to credit the Reward Points/Additional Reward Points to any other HSBC Credit Card account, nor are Eligible Cardholders allowed to transfer or sell their Reward Points/Additional Reward Points to any other person.
32. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with the Reward Points/Additional Reward Points.
33. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points/Additional Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the Reward Points/Additional Reward Points with another prize will be entertained. HSBC reserves the right to substitute the Reward Points/Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
34. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who participate in or receive the Reward Points/Additional Reward Points under this Programme for advertising and publicity purposes. The Eligible Cardholders hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.

GENERAL TERMS & CONDITONS

35. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. This Terms & Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
36. In no event will HSBC 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 has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
37. HSBC may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholders:
 - 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's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC's 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.

38. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by HSBC and the Terms and Conditions for HSBC Rewards Programme. The UTCs and the Terms and Conditions for HSBC Rewards Programme are available at www.hsbc.com.my. In the event of inconsistency between these Terms and Conditions, the UTC and the Terms and Conditions for HSBC Rewards Programme, these terms and conditions shall prevail insofar as they apply to this Programme.
39. 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.
40. HSBC 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 of this Programme shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC for any and all losses or damages

suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.

41. HSBC's decision on all matters relating to this Programme shall be final and binding.
42. 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 Programme.
43. 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 Reward Points/Additional Reward Points, redemption of Vouchers and Online Vouchers, redemption of the Air Miles, any flight or merchandise redeemed with the Air Miles or items redeemed with the Reward Points/Additional Reward Points awarded under this Programme.