

## TERMS & CONDITIONS FOR HSBC PLATINUM CREDIT CARD PROGRAMME EFFECTIVE 15 JULY 2019

This Terms and Conditions will supersede the existing Terms and Conditions for HSBC Platinum Credit Card Programme with effect from 15 July 2019.

The changes have been amended in **bold** and underlined and are summarised [here](#).

### **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 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. "Contactless Purchases" refers to purchases made using HSBC Credit Card via either Mastercard Tap & go™, Visa payWave or Samsung Pay through a contactless terminal near a point-of-sale terminal, as defined in Clause 18 below.
7. "Additional Reward Points" refers to additional RP awarded for below category of spend:
  - a. "Contactless Purchases" defined in Clause 18 below; and/or
  - b. "Groceries" defined in Clause 19 below; and/or
  - c. "Online Shopping" defined in Clause 20 below; and/or
  - d. "Overseas Spend" defined in Clause 21 below.
8. "Eligible Spend" collectively refers to transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clause 13 and Clauses 18 to 21 below.
9. "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.
10. "Merchant Category Code" or "MCC" is code assigned by the respective acquiring bank to identify the type of business or service the company offers.
11. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
12. "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.

## **REWARD POINTS EARNING**

13. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to the Eligible Cardholder's HSBC Credit Card account **except** for those listed below, where no Reward Points will be earned:
- Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
  - 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
  - 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:

<b>Category</b>	<b>Merchant Category Code ("MCC")</b>
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**

14. 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:
- 7x Additional Reward Points for Contactless Purchases per Clause 18 below; and/or
  - 4x Additional Reward Points for spend on Groceries per Clause 19 below; and/or
  - 4x Additional Reward Points for spend on Online Shopping per Clause 20 below; and/or
  - 4x Additional Reward Points for spend on Overseas Spend per Clause 21 below.
15. Each category of spend is subject to Additional Reward Points Cap per month, as below:
- Contactless Purchases: capped at 3,000 Additional Reward Points
  - Groceries: capped at 3,000 Additional Reward Points
  - Online Shopping: capped at 3,000 Additional Reward Points
  - Overseas Spend: capped at 6,000 Additional Reward Points
16. The total RP earned based on category of spend as per Table 1 below:

**Table 1: Additional Reward Points Based on Category of Spend**

	<b>Category</b>	<b>1x RP</b>	<b>Additional Reward Points</b>	<b>Total RP</b>	<b>Additional Reward Points Cap</b>
(a)	Contactless Purchases	1x RP per Clause 13 above	7x Additional Reward Points for Eligible Spend per Clause 18 below	8x	3,000
(b)	Groceries	1x RP per Clause 13 above	4x Additional Reward Points for Eligible Spend per Clause 19 below	5x	3,000

(c)	Online Shopping (see Clause 20 below for list of Participating Merchant Partners)	1x RP per Clause 13 above	4x Additional Reward Points for Eligible Spend per Clause 20 below	5x	3,000
(d)	Overseas Spend	1x RP per Clause 13 above	4x Additional Reward Points for Eligible Spend per Clause 21 below	5x	6,000

17. 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 spent RM1500 with the HSBC Credit Card, the Total Reward Points earned are illustrated in Table 2a and 2b below:

**Table 2a: Illustration of Total RP earned**

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150	150 (RM150 x 1x) + 1,050 (RM150 x 7x)	<b>1,200</b>
	Pharmacy	RM80	80 (RM80 x 1x) + 560 (RM80 x 7x)	<b>640</b>
(b)	Groceries	RM300	300 (RM300 x 1x) + 1,200 (RM300 x 4x)	<b>1,500</b>
(c)	Petrol	RM200	0 (Petrol transactions do not earn RP)	<b>0</b>
(e)	Online Shopping: Lazada	RM500	500 (RM500 x 1x) + 2000 (RM500 x 4x)	<b>2,500</b>
(f)	Overseas	RM100	100 (RM100 x 1x) + 400 (RM100 x 4x)	<b>500</b>
(g)	Utility bills paid through JomPay	RM170	0 (JomPay transactions do not earn RP)	<b>0</b>
<b>Total</b>		<b>RM1,500</b>		<b>6,340</b>

**Table 2b: Illustration of Total RP earned where Additional Reward Points Cap is met.**

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150	150 (RM150 x 1x) + 1,050 (RM150 x 7x)	<b>1,200</b>
	Pharmacy	RM80	80 (RM80 x 1x) + 560 (RM80 x 7x)	<b>640</b>
	Groceries	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x). But only 1,390 Additional RP awarded due to cap of 3,000 Additional RP	<b>1,640</b>
(b)	Groceries	RM50	50 (RM50 x 1x) + 200 (RM50 x 4x)	<b>250</b>
(c)	Petrol	RM200	0 (Petrol transactions do not earn RP)	<b>0</b>
(e)	Online Shopping: Lazada	RM500	500 (RM500 x 1x) + 2000 (RM500 x 4x)	<b>2,500</b>
(f)	Overseas	RM100	100 (RM100 x 1x) + 400 (RM100 x 4x)	<b>500</b>
(g)	Utility bills paid through JomPay	RM200	0 (JomPay transactions do not earn RP)	<b>0</b>
<b>Total</b>		<b>RM1,500</b>		<b>6,730</b>

18. Contactless Purchases eligible for 7x Additional RP are those that:
  - a. Are posted to the Eligible Cardholder's HSBC Credit Card account for local retail spend made through Mastercard Tap & go™, Visa payWave or Samsung Pay; and
  - b. **Excludes** those stated in Clause 13 above, Overseas Spend, insurance and utility payments.
19. Groceries spend eligible for 4x Additional RP are those that:
  - a. Are posted to the Eligible Cardholder's HSBC Credit Card account for local retail spend made in MCC 5411 or 5499; and
  - b. **Excludes** those stated in Clause 13 above, all Contactless Purchases, Overseas Spend, and Online Shopping.
20. Online Shopping spend eligible for 4x Additional RP are those that:
  - a. Are posted to the Eligible Cardholder's HSBC Credit Card account for local spend where transactions are made in Malaysian Ringgit via the internet in the Participating Merchants listed in **Table 3** below; and
  - b. **Excludes** those stated in 13 above, Overseas Spend made in foreign currency, online insurance, and utility payments.

**Table 3: List of Participating Merchants for Online Shopping**

No.	Participating Merchants
1.	Lazada
2.	Fave
3.	Grab
4.	Shopee
5.	HappyFresh
6.	Zalora
7.	Malindo (until 31 December 2019)
8.	Hermo (until 31 December 2019)
9.	Klook (until 30 June 2020)

21. Overseas Spend eligible for 4x Additional RP are those that:
  - a. Are posted to the Eligible Cardholder's HSBC Credit Card account for overseas spend made in foreign currency outside Malaysia; and
  - b. Excludes those stated in Clause 13 above, all local spend, all Contactless Purchases, online spend, insurance, and utility payments.
22. 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

23. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
24. 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.

25. 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.

#### **REWARD POINTS VALIDITY AND FULFILLMENT**

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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**

34. 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.
35. 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.
36. 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.
37. 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](http://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.
38. 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.
39. 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.
40. HSBC's decision on all matters relating to this Programme shall be final and binding.
41. 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.
42. 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.