

**TERMS AND CONDITIONS**  
**HSBC Amanah Additional 5% Cash Back Programme 2016**

1. “**HSBC Amanah**” refers to HSBC Amanah Malaysia Berhad (Company No. 807705-X).

**THE PROGRAMME PERIOD**

2. This Programme comprises of the following periods:
- a. Sign-Up Period is defined as the period when the customer applies for a primary/supplementary HSBC Amanah MPower Platinum Credit Card-i through HSBC Amanah’s mobile sales team/branch/telesales channel/website. Sign-up period runs from **22 February 2016 until 22 May 2016**, both dates inclusive (“**Sign-Up Period**”); and
  - b. Spend period is defined as **6 months** from the date of the Welcome Letter (“**Spend Period**”);

(hereinafter collectively referred to as the “**Programme Period**”).

**ELIGIBILITY**

3. The Promotion is open to all applicant(s) of **HSBC Amanah MPower Platinum Credit Card-i** (who may be existing HSBC Amanah/ HSBC Bank Malaysia Berhad customers) who are Malaysian residents and excludes the following categories of persons who are not eligible to participate in the Programme:
- a. Existing HSBC Amanah MPower Platinum Credit Card-i Cardholders;
  - b. Cardholders(s) who have cancelled his/her HSBC Amanah MPower Platinum Credit Card-i within three (3) months before the date of application and is applying or re-applying for an HSBC Amanah MPower Platinum Credit Card-i under the Programme;
  - c. Cardholder(s) who applied for an HSBC Amanah MPower Platinum Credit Card-i in the past 6-months;
  - d. Holder(s) of invalid or cancelled HSBC Amanah MPower Platinum Credit Card-i and/or whose accounts are delinquent within HSBC Amanah’s definition at any time during the Programme Period; and/or
  - e. Holder(s) of company and/or corporate HSBC Amanah Credit Cards/-i,

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

**PARTICIPATION CRITERIA**

4. Eligible Cardholders must during the Programme Period:-
- a. Apply for an HSBC Amanah MPower Platinum Credit Card-i;
  - b. Call to activate the HSBC Amanah MPower Platinum Credit Card-i after receiving the newly approved card; and

- c. Use the HSBC Amanah MPower Platinum Credit Card-i on Eligible Spend as per Clause 5 and Clause 7 below (after activating it).

## PROGRAMME OFFER

5. Eligible Cardholders stand to **enjoy additional 5% cash back during the Spend Period** as illustrated in in Table A below on their Petrol, and Groceries that are charged to their newly approved and activated HSBC Amanah MPower Platinum Credit Card-i:

- i. everyday within the Spend Period ; and
- ii. at any Participating Merchants for Petrol and Groceries listed in Table B below

**(“Cash Back on Petrol and Groceries”);**

subject to the Cash Back Capping as stated in Table A below; whether accumulated or in a single transaction.

6. The Cash Back given under this Programme **shall include the Core Product feature of 0.2% Cash Back** on the HSBC Amanah MPower Platinum Credit Card-i and be subjected to the monthly Cash Back Capping as stated in Table A below.

For a summary of this Programme Offer and Core Product feature, refer to Table A below.

**Table A: Cash Back**

| HSBC Amanah MPower Platinum Credit Card-i | Cash Back from the HSBC Amanah Cash Back Programme 2015  | Additional 5% Cash Back   | Cash Back from Core Product Feature   |
|---|--|---|---|
| Eligible Categories                       | Cash back up to 8% on Petrol & Groceries, Everyday (inclusive of the core product feature of 0.2% cash back on local retail spend of Petrol and Groceries) | Additional 5% Cash Back on Petrol & Groceries, Everyday during the Spend Period | Cash back of 0.2% on all other local retail spend, (excluding Petrol and Groceries as the 0.2% cash back for those 2 categories have been included in the Programme Offer column) |
| Spend Criteria                            | 8% cash back for spend RM2000 and above<br>2% cash back for spend below RM2000   | No minimum spend required   | No minimum spend required   |
| Cash Back Capping                         | RM50 per month, per Eligible Cardholder  |   | Unlimited   |

**Table B: Participating Merchants for Petrol and Groceries**

| Table B: Participating Merchants for Petrol and Groceries |          |
|---|----------|
| Petrol  | Shell    |
|   | Petronas |
|   | Caltex   |
| Groceries   | Giant    |
|   | Tesco    |
|   | Aeon Big |
|   | Mydin    |

### Eligible Spend

7. Eligible Spend for the Programme are those that:

- (a) Are charged to the primary and/or supplementary Eligible Cardholder's HSBC Amanah MPower Platinum Credit Card-i within the Spend Period ; and
- (b) Includes 0% instalment plans, internet transactions, local and overseas retail transactions;
- (c) Excludes cash advances, standing instructions/auto-billing, management fee, credit card-i annual fee and the 6% goods and service tax on the annual fee; and
- (d) Are spend calculated based on total consolidated (primary and supplementary/ies) spending. All spend on the HSBC Amanah MPower Platinum Credit Card-i made by the primary cardholder and his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the spend criteria (**"Eligible Spend"**).

The tracking of the Eligible Spend is based on transaction dates (Malaysian time).

**Example 1: Cardholder A spent RM1,550 with his MPower Platinum credit card-i for the month of April 2016 as illustrated in the table below. Total cash back entitled by cardholder is RM40.00**

| Total spend of RM1550 for March   |                   |                |                                   |
|---|-------------------|----------------|-----------------------------------|
| Spend Categories  | Spend Amount (RM) | % of Cash Back | Amount of Cash Back Received (RM) |
| Petrol from Shell   | 150               | 7%             | 10.00                             |
| Groceries from Tesco  | 400               | 7%             | 28.00                             |
| Total eligible cash back paid out from the Programme Offer (A)<br><b>Note: Maximum cap of RM50 in this categories</b> | 550               |                | 38.00                             |
| Dining at XYZ restaurant  | 200               | 0.20%          | 0.40                              |
| Other Purchases   | 800               | 0.20%          | 1.60                              |

|  |             |              |
|--|-------------|--------------|
| Total eligible cash back from Core Product Feature (B) | 1000        | 2.00         |
| <b>Total Cash Back Received (A +B)</b>                 | <b>1550</b> | <b>40.00</b> |

**Example 2: Cardholder B spent RM2200 with his MPower Platinum Credit Card-i for the month of April 2016 as illustrated in the table below. Total cash back entitled by cardholder is RM53.00**

| Total spend of RM2200 for March   |                          |                       |  |
|---|--------------------------|-----------------------|--|
| <b>Spend Categories</b>   | <b>Spend Amount (RM)</b> | <b>% of Cash Back</b> | <b>Amount of Cash Back Received (RM)</b> |
| Petrol from Shell   | 200                      | 13%                   | 26.00                                    |
| Groceries from Tesco  | 500                      | 13%                   | 65.00                                    |
| Total eligible cash back paid out from the Programme Offer (A)<br><b>Note: Maximum cap of RM50 in this categories</b> | 700                      |                       | 50.00                                    |
| Dining at XYZ restaurant  | 300                      | 0.20%                 | 0.60                                     |
| Other Purchases   | 1200                     | 0.20%                 | 2.40                                     |
| Total eligible cash back from Core Product Feature (B)  | 1500                     |                       | 3.00                                     |
| <b>Total Cash Back Received (A +B)</b>  | <b>2200</b>              |                       | <b>53.00</b>                             |

#### CASH BACK ON PETROL, &GROCERIES

8. Only the primary Eligible Cardholder will receive the Cash Back on Petrol and Groceries. This Cash Back will be credited into the primary Eligible Cardholders' HSBC Amanah MPower Platinum Credit Card-i account within 6 weeks after the end of each Participating Month and will be reflected in the following month's statement.
9. At the time of crediting of the Cash Back, the primary Eligible Cardholder's HSBC Amanah MPower Platinum Credit Card-i account MUST NOT be delinquent, and/or invalid or cancelled within HSBC Amanah's definition, otherwise they will be disqualified from participating in this Programme and from receiving the Cash Back.
10. 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.
11. 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.
12. The maximum Cash Back of RM500,000 which will be awarded/given out on a first come, first served basis to Eligible Cardholders under this Programme.

## General Terms

13. 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.
14. 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.
15. These Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
16. 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.

17. These Terms and Conditions are in addition and shall be read together with the HSBC Amanah Cash Back Programme 2015/2016 ("HSBC Amanah Cash Back Programme 2015/2016") Terms and Conditions and 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 and HSBC Amanah Cash Back Programme 2015/2016 Terms & Conditions are available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between these Terms and Conditions, the UTC and HSBC Amanah Cash Back Programme 2015/2016, these terms and conditions shall prevail in relation to this Programme.
18. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah'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 Amanah have been advised of the possibility of such loss or damage.
19. 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.

- 20.** 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.
- 21.** HSBC Amanah's decision on all matters relating to this Programme and in case of any dispute, shall be final and binding on all Eligible Cardholder of this Programme and no correspondence will be entertained.
- 22.** By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.