

TERMS & CONDITIONS
HSBC HAPPY HOUR PROMOTION

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

THE PROMOTION PERIOD

2. The “HSBC Happy Hour Promotion” (“**Promotion**”) shall run from 1 December 2017 to 28 February 2018, both dates inclusive (“**Promotion Period**”).
3. Eligible Cardholder (as defined in Clause 5) who meets the Participation Criteria and Eligible Spend requirements in Clauses 10 and 11 will receive one unit of Cash Back per Participating Day during the Promotion Period subject to the Cash Back Capping (as defined in Clause 15) and the Terms and Conditions herein.
4. Table 1 below illustrates the types of Cash Back available under this Promotion, which consists of:-
 - (a) Happy Hour Cash Back;
 - (b) Non-Happy Hour Cash Back; and
 - (c) Cash Back on Foreign Currency Transactions.
 (collectively referred to as “**Cash Back**”)

Table 1:

A. Local Currency Transactions			
Tier	Minimum spend in a single receipt	Happy Hour Cash Back	Non-Happy Hour Cash Back
1	RM100 to RM499.99	RM10	RM5
2	RM500 and above	RM30	RM15

B. Foreign Currency Transactions		
Tier	Minimum spend in a single receipt	Cash Back on Foreign Currency Transaction
3	Minimum RM500 equivalent in any foreign currency	RM30

Notes:-

(i). Happy Hour Cash Back refers to cash back on Eligible Spend transacted in Ringgit Malaysia at any time between 11:00:00 to 11:59:59, 17:00:00 to 17:59:59 and 18:00:00 to 18:59:59 (Malaysian Time) (“**Happy Hour**”) during a Participating Day.

(ii). Non-Happy Hour Cash Back refers to cash back on Eligible Spend transacted in Ringgit Malaysia at any time/hour other than the Happy Hour (“**Non-Happy Hour**”) between 10:00:00 to 21:59:59 (Malaysian Time) during a Participating Day.

(iii). Cash Back on Foreign Currency Transactions is capped at RM30 per Eligible Spend of at least RM500 equivalent in any foreign currency transacted between 00:00:00 to 23:59:59 (Malaysian Time) during a Participating Day.

ELIGIBILITY

5. The Promotion is open to all primary and supplementary cardholders of the following credit cards issued by HSBC:
 - 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 and HSBC Visa 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.

(collectively, the “**Participating HSBC/HSBC Amanah Credit Cards/-i**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) who has registered in the “HSBC Happy Spend & Get Cash Back Promotion” and/or “HSBC Amanah Happy Spend & Get Cash Back Promotion”;
- ii. Cardholder(s) of HSBC/HSBC Amanah Credit Cards/-i that are not issued in Malaysia;
- iii. Cardholder(s) of invalid or cancelled HSBC/HSBC Amanah Credit Cards/-i and/or whose accounts are delinquent within HSBC’s definition at any time during the Promotion Period; and/or
- iv. Cardholder(s) of company and/or corporate of HSBC/HSBC Amanah Credit Cards/-i

(collectively, the “**Eligible Cardholder(s)**”).

REGISTRATION CRITERIA

6. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC /HSBC Amanah Credit Card/-i number(s) via SMS or any other manners as instructed in the invitation from HSBC during the Promotion Period. All his/her other Participating HSBC/HSBC Amanah Credit Cards/-i including supplementary credit card/-i(s) if any shall automatically be tracked for the purpose of tabulating the Participation Criteria in Clause 10 below.

Registration process:

- a. **SMS: H1<space>your 16-digit Participating HSBC/HSBC Amanah Credit Card/-i number to 63839; or**
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or
- c. Follow the instruction to register in the respective marketing communication materials.

Standard telecommunication charges will apply for each SMS sent.

7. Registration can be performed by either the primary or supplementary Eligible Cardholder.
8. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.
9. 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/HSBC Amanah Credit Card/-i number in the SMS.

PARTICIPATION & ELIGIBLE SPEND CRITERIA

10. Upon successful registration, the Eligible Cardholder must spend using their Participating HSBC/HSBC Amanah Credit Card/-i in the following manner:-
 - a. Spend a minimum of RM100 or a minimum of RM 500 equivalent in a foreign currency in a single receipt/transaction after receiving a confirmation upon successful registration during the Promotion Period; and
 - b. Spend on any retail transactions as per Clause 11 below

(the “**Participation Criteria**”).

11. Eligible Spend for this Promotion are those that:
 - a. Are charged to any of the Eligible Cardholder’s Participating HSBC/HSBC Amanah Credit Card/-i including the supplementary credit card(s) within the Promotion Period;
 - b. **Include** all internet transactions, local and overseas retail transactions, 0% card instalment plans; and
 - c. **Exclude** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/ management fees, and credit card annual fee

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

12. All the primary and supplementary/ies credit card/-i spend will be taken into account to meet the Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC/HSBC Amanah Credit Card/-i, Eligible Spend made on all Participating HSBC/HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit 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 Period.

Example: Cardholder A has a HSBC Visa Signature credit card, a HSBC Visa Platinum credit card and 2 supplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC/HSBC Amanah Credit Cards/-i will be consolidated and not viewed individually to meet the respective Eligible Spend and Participating Criteria of the Promotion.

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

CASH BACK TERMS & CONDITIONS

14. There is a maximum of RM718,710 Cash Back to be given out under this Promotion which is pooled together with the “HSBC Amanah Happy Hour Promotion”. HSBC Bank is the sole provider for all the Cash Back in this Promotion.
15. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is RM300 throughout the Promotion Period, capped at ONE (1) unit of Cash Back per day during the Promotion Period (“**Participating Day**”) subject to the Daily Cash Back Allocation in Clause 17 on a first come first served basis. In the event a primary Eligible Cardholder performs more than one Eligible Spend in a Participating Day, one (1) unit of Cash Back will be allocated to the Eligible Spend with the highest Cash Back.

(hereinafter referred to as the “**Cash Back Capping**”).

16. Table 2 sets out the total units of Cash Back allocated for each Participating Day and time (“**Daily Cash Back Allocation**”).

Table 2:
A. Daily Cash Back Allocation for Local Currency Transactions

Day	Happy Hour Cash Back		Non Happy Hour Cash Back	
	Cash Back of RM10	Cash Back of RM30	Cash Back of RM5	Cash Back of RM15
Mondays to Fridays (except National Public Holidays)				
10:00:00 to 10:59:59			20	16
11:00:00 to 11:59:59	30	25		
12:00:00 to 12:59:59			20	16
13:00:00 to 13:59:59			20	16
14:00:00 to 14:59:59			20	16
15:00:00 to 15:59:59			20	16
16:00:00 to 16:59:59			20	16
17:00:00 to 17:59:59	30	25		
18:00:00 to 18:59:59	30	25		
19:00:00 to 19:59:59			20	16
20:00:00 to 20:59:59			20	16
21:00:00 to 21:59:59			20	16
Total units of Cash Back per Day (#)	90	75	180	144
Daily Cash Back Allocation (RM)	900	2,250	900	2,160

Day	Happy Hour Cash Back		Non Happy Hour Cash Back	
	Cash Back of RM10	Cash Back of RM30	Cash Back of RM5	Cash Back of RM15
Saturdays, Sundays & National Public Holidays				
10:00:00 to 10:59:59			28	20
11:00:00 to 11:59:59	38	28		
12:00:00 to 12:59:59			28	20
13:00:00 to 13:59:59			28	20
14:00:00 to 14:59:59			28	20

15:00:00 to 15:59:59			28	20
16:00:00 to 16:59:59			28	20
17:00:00 to 17:59:59	38	28		
18:00:00 to 18:59:59	38	28		
19:00:00 to 19:59:59			28	20
20:00:00 to 20:59:59			28	20
21:00:00 to 21:59:59			28	20
Total units of Cash Back per Day (#)	114	84	252	180
Daily Cash Back Allocation (RM)	1,140	2,520	1,260	2,700

B. Daily Cash Back Allocation for Foreign Currency Transactions

Total Units of Cash Back Allocated per Participating Day	Total Allocation of Cash Back per Participating Day (RM)
43	1,290

17. In the event the number of units of Cash Back allocated for a Participating Day has not been fully given out, the unutilized units of Cash Back will be forfeited and will not be brought forward to the next Participating Day.
18. In the event of a tie in Transaction Time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cash Back. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the highest card type of Participating HSBC/HSBC Amanah Credit Card/-i will get the Cash Back *(For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-I, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-I and MPower Visa Credit Card-i.*
19. The Cash Back under this Promotion will be credited into the **primary** Eligible Cardholder's Participating HSBC Bank/HSBC Amanah Credit Card/-i account with the highest spend activities within eight (8) to twelve (12) weeks from the end of the Promotion Period. The Eligible Cardholder will receive notification of the Cash Back, if any, through the respective Participating HSBC Bank/HSBC Amanah Credit Card/-i's monthly credit card statement that follows after the date of the crediting of the Cash Back.

GENERAL TERMS & CONDITIONS

20. At the time of fulfilment of the Cash Back and during the Promotion Period, all the Participating HSBC/HSBC Amanah Credit Card/-i MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
21. HSBC will not entertain any request from any Eligible Cardholder or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholder.
22. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received in this Promotion.
23. HSBC reserves the right to substitute the Cash Back with any item of similar value at any time with 3 days prior notice.
24. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholder who have been selected to receive the Cash Back for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholder 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.

25. HSBC reserves the right at its absolute discretion 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.
26. 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 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.
27. 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 card/-i 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the recipient of the Cash Back for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Cardholders who participate in this Promotion and no correspondence will be entertained.
33. By participating in this Promotion, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.