

TERMS & CONDITIONS FOR HSBC AMANAH MPOWER PLATINUM CASH BACK PROGRAMME 2018 (“PROGRAMME”)

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

PROGRAMME PERIOD

2. This Programme shall run from 1 January 2018 until 31 December 2018, both dates inclusive (hereinafter referred to as “**Programme Period**”).

ELIGIBILITY

3. This Programme is open to all new and existing primary and/or supplementary Cardholders of an HSBC Amanah MPower Platinum Credit Card-i issued by HSBC Amanah (hereinafter referred to as “**Credit Card-i**”) EXCEPT for the following categories of persons:-
 - i. Holder(s) of HSBC Amanah Credit Card-i that are not issued in Malaysia; and/or
 - ii. Holder(s) of invalid or cancelled HSBC Amanah Credit Card-i and/or whose accounts are delinquent within HSBC Amanah’s definition at any time during the Promotion Period; and/or
 - iii. Holder(s) of company and/or corporate HSBC Amanah Credit Card-i,

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

PROGRAMME OFFER

4. By participating in this Programme, Eligible Cardholders stand to receive 0.2% cash back on all Eligible Spend (as defined in Clause 8) that are charged to their Credit Card-i within a Participating Month (listed in Table B) (“**Cash Back on Eligible Spend**”).
5. Eligible Cardholders stand to receive up to 8% cash back on petrol and groceries spend made at any Participating Merchants (listed in Table C) (“**Petrol and Groceries Spend**”) that are charged to their Credit Card-i within a Participating Month (listed in Table B) (“**Cash Back on Petrol and Groceries Spend**”). This shall be subject to the Spend Criteria and Monthly Capping as stated in Table A and the Maximum Cash Back in Clause 13 below.
6. No cash back will be awarded in the following instances:
 - a. where Eligible Cardholder spends on petrol at Participating Merchants and Monthly Capping in Table A and/or the Maximum Cash Back in Clause 13 has been fully utilized/awarded; or
 - b. where Eligible Cardholder spends on petrol at merchants other than the Participating Merchant.
7. 0.2% cash back will be awarded in the following instance:
 - a. where Eligible Cardholder spends on groceries at Participating Merchants and Monthly Capping in Table A and/or the Maximum Cash Back in Clause 13 has been fully utilized/awarded; or
 - b. where Eligible Cardholder spends on groceries at merchants other than the Participating Merchant.

Table A: Cash Back

Spend Category	Petrol and Groceries Spend	Eligible Spend
Spend Criteria	(1) Accumulated monthly spend of RM2000 and above = 8% cash back ; OR (2) Accumulated monthly spend of less than RM2000 = 2% cash back.	No monthly spend requirement. 0.2% cash back on all Eligible Spend (as defined in clause 8 below)
Monthly Capping	<u>Maximum</u> RM50 per month, per Eligible Cardholder	No capping

Note: Cash Back on Petrol and Groceries Spend and Cash Back on Eligible Spend Feature are collectively referred to as the “Cash Back”.

Table B: Participating Month(s)

Participating Month	Dates
Month 1	1 January 2018 – 31 January 2018
Month 2	1 February 2018– 28 February 2018
Month 3	1 March 2018 – 31 March 2018
Month 4	1 April 2018 – 30 April 2018
Month 5	1 May 2018 – 31 May 2018
Month 6	1 June 2018 – 30 June 2018
Month 7	1 July 2018 – 31 July 2018
Month 8	1 August 2018 – 31 August 2018
Month 9	1 September 2018 – 30 September 2018
Month 10	1 October 2018– 31 October 2018
Month 11	1 November 2018 – 30 November 2018
Month 12	1 December 2018 – 31 December 2018

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

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

ELIGIBLE SPEND

8. Eligible Spend under this Programme means spend that:

- (a) are charged to the Eligible Cardholder’s Credit Card-i within the respective Participating Month; and
- (b) **includes** 0% instalment plans, internet transactions, local and overseas retail transactions;
- (c) **excludes** spend on petrol and groceries, 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 per Participating Month. All spend on the 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.

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

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

Example 1: Cardholder A spent RM1,550 with his Credit Card-i for the month of January 2018 as illustrated in Table D below. Total cash back entitled is RM13.00.

Table 1: Example 1

Spend Categories	Spend Amount (RM)	% of Cash Back	Amount of Cash Back Received (RM)
Petrol from Shell	150	2%	3.00
Groceries from Tesco	400	2%	8.00
Cash Back on Petrol and Groceries Spend (A) Note: Maximum monthly cap of RM50	550		11.00
Dining at XYZ restaurant	200	0.20%	0.40
Other Purchases	800	0.20%	1.60
Cash Back on Eligible Spend (B)	1,000		2.00
Total Cash Back Received (A +B)	1,550		13.00

Example 2: Cardholder B spent RM2,200 with his Credit Card-i for the month of January 2018 as illustrated in the Table 2 below. Total cash back entitled is RM50.00.

Table 2: Example 2

Spend Categories	Spend Amount (RM)	% of Cash Back	Amount of Cash Back Received (RM)
Petrol from Shell	200	8%	16.00
Groceries from Tesco	500	8%	40.00
Cash Back on Petrol and Groceries Spend(A) Note: Maximum monthly cap of RM50	700		50.00

Dining at XYZ restaurant	300	0.20%	0.60
Other Purchases	1200	0.20%	2.40
Cash Back on Eligible Spend (B)	1500		3.00
Total Cash Back Received (A +B)	2,200		53.00

CASH BACK TERMS AND CONDITIONS

9. Only the primary Eligible Cardholder will receive the Cash Back. The Cash Back will be credited into the primary Eligible Cardholders' Credit Card-i account within 6 weeks after the end of each Participating Month and will be reflected in the following month's credit card-i statement.
10. At the time of crediting of the Cash Back, the primary Eligible Cardholder's Credit Card-i accounts 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.
11. 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.
12. 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.
13. The maximum Cash Back on Petrol and Groceries Spend is subject to a cap of RM1,500,000 for every Quarter, as detailed in Table D below, and will be awarded/given out on a first come, first served basis ("**Maximum Cash Back**"). Any unutilized Cash Back on Petrol and Groceries Spend will be brought forward to the next Quarter. In the event the Maximum Cash Back has been fully awarded for any Quarter, HSBC Amanah may, but does not have any obligation to, inform the Eligible Cardholders that the Maximum Cash Back has been fully awarded.

Table D: Maximum Cash Back for Cash Back on Petrol and Groceries Spend

Quarter	Participating Months	Maximum Capping
First Quarter	Month 1 to Month 3	RM1,500,000
Second Quarter	Month 4 to Month 6	RM1,500,000
Third Quarter	Month 7 to Month 9	RM1,500,000
Fourth Quarter	Month 10 to Month 12	RM1,500,000

GENERAL TERMS AND CONDITIONS

14. 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.
15. 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.
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 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. In the event of inconsistency between these Terms and Conditions and the UTC, this terms and conditions shall prevail in relation to this Programme.
18. 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.
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.