

TERMS AND CONDITIONS
HSBC Amanah Cash Back Programme 2015/2016

Notice is hereby given that these Terms & Conditions are hereby amended to re-name the Programme (include 2016 in the name), update of the name of the HSBC Amanah Credit Card-i in this Programme (clause 3) and update of the maximum cash back for this Programme in 2016 (clause 12). The HSBC Amanah Cash Back Programme 2015/2016 will take effect from the following dates until the end of the Programme Period:

29 January 2016 for the new Eligible Cardholders; and

2 February 2016 for existing Eligible Cardholders who participated in this Programme between 1 January 2015 to 28 January 2016.

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

THE PROGRAMME PERIOD

2. This Programme shall run from 1 January 2015 until 31 December 2016, both dates inclusive (**"Programme Period"**).

ELIGIBILITY

3. This Programme is open to all HSBC Amanah cardholders of **MPower Platinum Credit Card-i** by HSBC Amanah (hereinafter referred to as **"HSBC Amanah Cash Back Cards-i"**) EXCEPT for the following categories of persons:-
 - i. Holder(s) of HSBC Amanah Credit Cards-i that are not issued in Malaysia; and/or
 - ii. Holder(s) of invalid or cancelled HSBC Amanah Credit Cards-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 Cards-i,

(hereinafter collectively referred to as the **"Eligible Cardholder"**).

PROGRAMME OFFER

4. Eligible Cardholders stand to receive cash back as illustrated in the column "Cash Back from Programme Offer" in Table A below on their petrol, and groceries (**"Cash Back on Petrol and Groceries"**) that are charged to their Participating HSBC Amanah Cash Back Cards:
 - **everyday within a Participating Month** in Table B below; and
 - at any participating merchant listed in Table C below;subject to the Cash Back Capping as stated in Table A below; whether accumulated or in a single transaction using their HSBC Amanah Cash Back Cards-i in a Participating Month (**"Total Monthly Spend"**).

5. The Cash Back on Petrol and Groceries is inclusive of the Core Product feature of 0.2% cash back on the HSBC Amanah Cash Back Cards-i and subject to the monthly Cash Back Capping as stated in Table A. For a summary of this Programme Offer and Core Product feature, refer to Table A below.

Table A: Cash Back

Participating HSBC Amanah Credit Card - i	Cash Back from Programme Offer	Cash Back from Core Product Feature
	<u>MPower Platinum Credit Card-i</u>	<u>MPower Platinum Credit Card-i</u>
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)	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)
Cash Back Capping	RM50 per month, per Eligible Cardholder	Unlimited
Spend Criteria	<u>8% cash back for spend RM2000 and above</u> <u>2% cash back for spend below RM2000</u>	Nil

Table B: Participating Month(s)**Date of Participating****Month (s)****1 January 2015 – 31 January 2015****1 February 2015 – 28 February 2015****1 March 2015 – 31 March 2015****1 April 2015 – 30 April 2015****1 May 2015 – 31 May 2015****1 June 2015 – 30 June 2015****1 July 2015 – 31 July 2015****1 August 2015 – 31 August 2015****1 September 2015 – 30 September 2015****1 October 2015 – 31 October 2015****1 November 2015 – 30 November 2015****1 December 2015 – 31 December 2015****1 January 2016 – 31 January 2016****1 February 2016 – 28 February 2016****1 March 2016 – 31 March 2016****1 April 2016 – 30 April 2016****1 May 2016 – 31 May 2016****1 June 2016 – 30 June 2016****1 July 2016 – 31 July 2016****1 August 2016 – 31 August 2016****1 September 2016 – 30 September 2016****1 October 2016 – 31 October 2016****1 November 2016 – 30 November 2016****1 December 2016 – 31 December 2016**

Table C:

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

Eligible Spend

6. (i) Eligible Spend for the Programme are those that:
- (a) Are charged to the primary and/or supplementary Eligible Cardholder's HSBC Amanah Cash Back Cards within the respective Participating Month of the Programme 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-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 HSBC Amanah Cash Back Cards 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 October 2016 as illustrated in the table below. Total cash back entitled by cardholder is RM13.00

Total spend of RM1550 for September			
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
Total eligible cash back paid out from the Programme Offer (A) Note: Maximum cap of RM50 in this categories	550		11.00
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
Total Cash Back Received (A +B)	1550		13.00

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

Total spend of RM2200 for September			
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
Total eligible cash back paid out from the Programme Offer (A) <i>Note: Maximum cap of RM50 in this categories</i>	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
Total Cash Back Received (A +B)	2200		53.00

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' 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 Cash Back Card 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.
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 on Petrol and Groceries is capped at **RM4,800,000** throughout 2016 and will be awarded/given out on a first come, first served basis.

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 and such amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

- 20.** 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.
- 21.** By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.