TERMS & CONDITIONS FOR HSBC PREMIER WORLD MASTERCARD TRAVEL PROGRAMME 2017 ("PROGRAMME")

The following clauses have been amended (underlined and in bold) to reflect the revised terms:

(i) Clauses 2, 3 and 11 – the Programme Period has been extended until 31 December 2017;

(ii) Clauses 5 and 10 – Revised Registration Criteria and Additional Reward Points capping, respectively.

These amendments shall take effect on 27 January 2017.

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC".

PROGRAMME PERIOD

- 2. This Programme shall run from 1 January 2017 to 31 December 2017 ("Programme Period").
- 3. This Programme comprises of the Registration & Additional Reward Points Accumulation Period between 1 January 2017 and <u>31 December 2017</u> (both dates inclusive).

ELIGIBILITY

- 4. This Programme is open to all primary and/or supplementary Existing Eligible Cardholders and New Eligible Cardholders (both as defined below) of an HSBC Premier World MasterCard Credit Card (referred to as the "Participating HSBC Credit Card") excluding the following categories of persons:
 - i. Cardholder(s) of HSBC Credit Cards that are not issued in Malaysia; and/or
 - ii. Cardholder(s) of invalid or cancelled Participating HSBC Credit Card and/or whose accounts are delinquent within HSBC's definition at any time during the Programme Period;
 - iii. Cardholder(s) of company and/or corporate HSBC Credit Cards,

For the purposes of this Programme,

- A. "Existing Eligible Cardholders" means, the existing eligible cardholders of the Participating HSBC Credit Cards who have had their Participating HSBC Credit Card approved before 15 April 2013; and
- B. "New Eligible Cardholders" means, the new eligible cardholders of the Participating HSBC Credit Cards who hold a Participating HSBC Credit Card approved after 15 April 2013 and <u>/or</u> those who have participated in the 2014, 2015, 2016 and/or 2017 Programme.

The Existing Eligible Cardholders and the New Eligible Cardholders shall hereinafter collectively be referred to as "Eligible Cardholders".

REGISTRATION CRITERIA

- 5. To participate in this Programme:
 - i. Existing Eligible Cardholders are required to perform a one-time registration via SMS to participate
 - ii. New Eligible Cardholders are automatically registered for this Programme.

SMS Registration process is as follows:

- a. SMS: S4<space>your 16-digit Participating HSBC Credit Card number to 63839.
- b. Eligible Cardholders who receive an SMS invitation from HSBC Bank to participate in this Programme must follow the instruction to register as stated therein.

Standard telecommunication charges will apply for each SMS sent.

- 6. Registration may be performed by the primary Eligible Cardholders only.
- 7. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS. Such confirmation will be sent to the mobile number used for the registration and the confirmation SMS will cost the Eligible Cardholder RM0.30.
- 8. 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. However, the Eligible Cardholder must ensure that they have keyed in the correct Participating HSBC Credit Card number in the SMS.

A. ADDITIONAL REWARD POINTS

9. Eligible Cardholders stand to receive additional reward points for the Eligible Spend (defined in Clause 15 below) made during the Participating Month (set out in Table 1 below) on the following categories:

Local Spend Category	Additional Reward Points	
5x RP Participating Shopping Malls	Ev	
(particularised in Table 2A)	5x	
8x RP Participating Shopping Malls	8x	
(particularised in Table 2B)	δX	
Travel (set out in Table 2C)	5x	
Hotel (set out in Table 2D)	5x	
Overseas Spend Category	Additional Reward Points	
Overseas Spend (defined in Clause 13)	10x	

(hereinafter collectively referred to as "Additional Reward Points")

- 10. There is a maximum of <u>1 billion</u> Reward points to be given out as Additional Reward Points throughout the Programme Period on a 'first come, first served' basis. The term RP used in the clauses below refer to Reward points.
- 11. The Participating Months for the Additional Reward Points are set out in Table 1 below:

Table 1: Participating Month(s)

Month 1	1 January 2017 – 31 January 2017
Month 2	1 February 2017 – 28 February 2017
Month 3	1 March 2017 – 31 March 2017
Month 4	1 April 2017 – 30 April 2017
Month 5	1 May 2017- 31 May 2017

Month 6	<u>1 June 2017 – 30 June 2017</u>
Month 7	<u>1 July 2017 – 31 July 2017</u>
Month 8	1 August 2017 – 31 August 2017
Month 9	1 September 2017 – 30 September 2017
Month 10	1 October 2017 – 31 October 2017
Month 11	<u> 1 November 2017 – 30 November 2017</u>
Month 12	<u>1 December 2017 – 31 December 2017</u>

B. LOCAL SPEND CATEGORY

12. The 5X /8X RP are only awarded up to a maximum spend amount of RM1,500 per Participating Month ("Local Maximum Spend Amount") cumulatively for all Eligible Spend made in the respective categories.

For example, if Eligible Cardholder A spends RM500 in 5X RP Participating Shopping Malls, RM1,000 in 8X RP Participating Shopping Malls, RM500 for booking of a hotel in Kuala Lumpur in Participating Month 1, he/she will receive 5X RP for RM500, 8X RP RM1,000 and 1X RP for the remaining RM500.

Table 2A: List of Shopping Malls for 5X RP ("5X RP Participating Shopping Malls")

No.	Shopping Malls			
	Klang Valley			
1.	1 Mont Kiara			
2.	Bangsar Shopping Centre			
3.	Bangsar Village			
4.	Lot 10			
5.	Low Yat Plaza			
6.	Publika Shopping Gallery			
7.	Hartamas Shopping Centre			
8.	Pavilion Kuala Lumpur			
9.	Suria KLCC			
10.	Sungei Wang Plaza			
11.	Sogo			
12.	Starhill Gallery			
13.	1 Utama			
14.	The Curve			
15.	IPC Shopping Centre			
16.	Paradigm Mall			
17.	Tropicana City Mall			
18.	Empire Shopping Gallery			
19.	Sunway Pyramid			
20.	Setia City Mall			
21.	Sunway Putra Mall			
22.	Atria Shopping Gallery			
23.	Nu Sentral			
24.	IOI City Mall			
	Penang			
25.	Gurney Plaza			
26.	Queensbay Mall			
27.	Gurney Paragon Mall			
28.	Sunway Carnival			
	Johor			

29.	KSL		
30.	AEON Tebrau City		
31.	Sutera Mall		
32.	Johor Premium Outlets (JPO)		
33.	Johor Bahru City Square		
	East Malaysia		
34.	One Borneo		

Table 2B: List of Shopping Malls for 8X RP ("8X RP Participating Shopping Malls")

No.	Shopping Malls
	Klang Valley
1.	Midvalley Megamall
2.	The Gardens Mall

Table 2C: List of airlines under Travel Category

No.	Purchase of airline tickets directly from the following airlines		
1.	Malaysia Airline		
2.	Singapore Airline		
3.	Cathay Pacific		
4.	Emirates Airline		
5.	Qatar Airline		

Table 2D: Hotel Category

	No.	Hotel
Ī	1.	Hotel charges within Malaysia which carry the Merchant Category Code of "Hotel" and
		"Dining" as per HSBC's system including hotel bookings made via internet transaction
		at Agoda.com, Hostelworld.com or Booking.com.

C. OVERSEAS SPEND CATEGORY

13. The 10X RP for Overseas Spend are only awarded up to a maximum spend amount of RM2,000 per Participating Month ("Overseas Maximum Spend Amount") cumulatively for Eligible Spend made for hotel charges and dining outlets outside Malaysia which carry the Merchant Category Code of "Hotel" and "Dining" as per HSBC's system.

For example, if Eligible Cardholder B spends RM4,000 in this category, he/she will receive 10X RP for RM2,000 and 1X RP for the remaining RM2,000.

14. 1X RP will be awarded for any other spend which is not Eligible Spend for this Programme and any spend above the Local/Overseas Maximum Spend Amount, as per the normal HSBC Reward points, where every RM1.00 of transaction posted to the Eligible Cardholder's credit card account will generate one (1) RP.

To avoid any doubt, spend in the following category will not be awarded any RP:

Category	Merchant Category Code ("MCC")
Petrol	5541, 5542

ELIGIBLE SPEND

- 15. Eligible Spend made in 8X and 5X RP Participating Shopping Malls are those that are charged to primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card within the Participating Month of the Programme Period which:
 - a. **Exclude** petrol, internet transactions, overseas retail transactions, cash advances, standing instructions/auto-billing, interest charges, card instalment plans, credit card annual fee and the goods and services tax on the annual fee; and
 - b. **Include** local spend made in all outlets in the participating shopping malls listed in Table 2A and Table 2B including but not limited to the following MCCs: Fashion, Electrical, Furniture, Gadgets, Jewellery Entertainment, Groceries and Dining.
- 16. Eligible Spend made in Travel and Hotel category are those that:
 - a. Are charged to primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card within the respective Participating Month of the Programme Period;
 - b. Are local spend made in Travel and Hotel MCCs including spend made via internet transaction; and
 - c. Excludes petrol, overseas retail transactions, cash advances, standing instructions/ autobilling, card instalment plans, interest charges, credit card annual fee and the goods and services tax on the annual fee.
- 17. Eligible Spend made in Overseas Spend category are those that:
 - a. Are charged to primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card within the respective Participating Month of the Programme Period;
 - b. **Excludes** internet transactions, cash advances, standing instructions/auto-billing, interest charges, card instalment plans, credit card annual fee and the goods and services tax on the annual fee; and
 - c. Are overseas spend made in foreign currency for hotel charges and dining outlets outside Malaysia which carry the Merchant Category Code of "Hotel" and "Dining" as per HSBC's system.

(hereinafter collectively referred to as the "Eligible Spend").

18. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per Participating Month for the respective categories. All Eligible Spend on the Participating HSBC Credit Card 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 respective Local Maximum Spend Amount/Overseas Maximum Spend Amount

<u>Example 1: Cardholder A spent RM3,000 with his HSBC Premier World MasterCard credit card for the month of January 2017 as illustrated in the table below. Total Reward points earned by the cardholder is 23,700 RP.</u>

Date of Posting of Transaction	Spend Category	Spend Amount (RM)	Reward Points Multiplier	Reward Points Earned
2 January 2017	Shopping at Mid Valley Megamall	400	8	3,200
4 January 2017	Shopping at The Curve	200	5	1,000
12 January 2017	Groceries from Mercato, Pavilion KL	200	5	1,000
19 January 2017	Malaysia Airline Ticket	500	5	2,500
26 January 2017	Dining at Shangri-La Hotel	200	5	1,000
28 January 2017	Overseas Hotel Spend	1,000	10	10,000
28 January 2017	Overseas Dining	500	10	5,000
Total Spend		3,000		
Total Reward Points Earned				23,700

<u>Example 2: Cardholder B spent RM3,700 with his HSBC Premier World MasterCard credit card for the month of January 2017 as illustrated in the table below. Total RP earned by the cardholder is 25,300 RP.</u>

Date of Posting of Transaction	Spend Category	Spend Amount (RM)	Reward Points Multiplier	Reward Points Earned
2 January 2017	Shopping at Mid Valley Megamall	700	8	5,600
4 January 2017	Shopping at The Curve	400	5	2,000
12 January 2017	Groceries from Mercato, Pavilion KL	400	5	2,000
19 January 2017	Malaysia Airline Ticket	500	11	500
26 January 2017	Dining at Shangri-La Hotel	200	1 ¹	200
28 January 2017	Overseas Hotel Spend	1,000	10	10,000
28 January 2017	Overseas Dining	500	10	5,000
Total Spend		3,700		
Total Reward Points Earned				25,300

Note:

¹Cardholder B earns 1X RP for the remaining spend of RM500 on his travel spend and 1X RP on his RM200 on dining spend due to the RM1,500 monthly cap.

TERMS & CONDITIONS ON REWARD POINTS

- 19. At the time of Eligible Spend or receipt of the Additional Reward Points, the primary Eligible Cardholder's HSBC Credit Card account(s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme or receiving the Additional Reward Points.
- 20. HSBC may run simultaneous similar promotions or programmes in awarding Additional Reward Points to their credit cardholders. In such a case, Eligible Cardholders will receive Additional Reward Points under one programme or promotion only based on the earlier programme or promotion the Eligible Cardholder first participated in.
- 21. The Additional Reward Points will be credited into the primary Eligible Cardholder's Participating HSBC Credit Card account within 6 weeks after the end of each Participating Month. The Eligible Cardholder will receive notification of the same through his/her Participating HSBC Bank Credit Card's monthly statement in the month after the crediting of the Additional Reward Points.
- 22. The Additional Reward Points earned cannot be exchanged for cash or credit.
- 23. HSBC will not entertain any request from any Eligible Cardholder to credit the Additional Reward Points to any other HSBC Credit Card account, nor are Eligible Cardholders allowed to transfer or sell their Additional Reward Points to any other person.
- 24. 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 Additional Reward Points for this Promotion.
- 25. HSBC reserves the right, at its absolute discretion, in the allocation of the 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 Additional Reward Points with another prize for this Promotion will be entertained.
- 26. The Reward Points must be redeemed prior to their expiry as stated in the Eligible Cardholder's Participating HSBC Credit Card monthly statement, subject to Clauses 22-25. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the redemption period of the Reward Points.

GENERAL TERMS & CONDITONS

- 27. HSBC reserves the right to substitute the Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
- 28. 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 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.
- 29. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days' prior notice. The Terms and 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.
- 30. 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.
- 31. 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.

- 32. 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. 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.
- 33. 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.

- 34. 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.
- 35. HSBC's decision on all matters relating to this Programme including but not limited to eligibility to participate in this Programme, the selection of the recipients for, or the allocation of the Additional Reward Points or redemption of the Air miles and in case of any dispute, shall be final and binding on all Eligible Cardholders participating in this Programme and no correspondence will be entertained.
- 36. 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.
- 37. 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 Additional Reward Points, redemption of the Air miles, any flight or merchandise redeemed with the Air Miles or items redeemed with the Additional Reward Points awarded under this Programme.
- 38. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.