# TERMS & CONDITIONS FOR HSBC VISA SIGNATURE CREDIT CARD PROGRAMME 2017/2018 ("PROGRAMME")

The Terms and Conditions of this Programme has been amended to clarify the Eligible Spend in Participating Shopping Malls (as highlighted in **yellow** in Table 1(a), clause 11b and 17). This Amended Terms and Conditions will supersede the existing, pre-amended Terms and Conditions with effect on <u>1</u> <u>December 2017</u> until the end of the Programme.

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

#### **PROGRAMME PERIOD**

- 2. This Programme shall run from 1 September 2017 to 31 August 2018 ("Programme Period").
- 3. This Programme comprises of the following periods:
  - a. Additional Reward Points Accumulation Period: 1 September 2017 to 31 August 2018
  - b. Online Vouchers Redemption Period: 1 September 2017 to 31 August 2018

#### **ELIGIBILITY**

- 4. This Programme is open to all primary and/or supplementary existing cardholders and new cardholders ("Eligible Cardholders") of an HSBC Visa Signature Credit Card ("Participating HSBC Credit Card"), excluding the following categories of persons:
  - i. Cardholder(s) of HSBC Visa Signature Credit Cards that are not issued in Malaysia; and/or
  - ii. Cardholder(s) of invalid or cancelled HSBC Visa Signature Credit Cards 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.

#### A. REWARD POINTS ACCUMULATION PERIOD (1 SEPTEMBER 2017 TO 31 AUGUST 2018)

- 5. For clarity, 1x Reward Points\* will be awarded to the following spend, as per the normal HSBC Reward Points, where every RM1.00 transaction posted to the Eligible Cardholder's credit card account will generate 1 Reward Point:
  - i. any spend, including spend which is not under Eligible Spend (defined in Clause 11 to 13 below) for this Programme; and
  - ii. any spend above the Maximum Additional Rewards Points (defined in clause 8 below).

For avoidance of doubt, no Reward Points will be awarded for cash advances, standing instructions/auto-billing, finance charges, balance transfers, card instalment plans, credit card annual fee, goods and services tax (GST) on the annual fee and petrol.

- \*"Reward Points" or "RP" mean the reward points earned through the use of the Participating HSBC Credit Card.
- 6. Apart from the 1x Reward Points, Eligible Cardholders also stand to receive Additional Reward Points as per Table 1 below:

Table 1: Additional Reward Points Based on Category of Spend

	Category	1x Reward Points	Additional Reward Points	Total Reward Points
(a)	Participating	1x as per the normal	4x Reward Points for Eligible	5x
	Shopping Malls (see clause 11)	HSBC Reward Points	Spend (defined in Clause 11) during the Participating	
	and Table 3		Month (see Table 2)	
	below for		(000 0000 2)	
	<mark>eligible spend</mark>			
	<mark>requirements</mark>			
	and list of			
	Participating Participating Participation Pa			
	Shopping Malls)			
(b)	Online	1x as per the normal	4x Reward Points for Eligible	5x
	Transactions	HSBC Reward Points	Spend (defined in Clause 11)	
			during the Participating	
			Month (see Table 2)	
(c)	Overseas Spend	1x as per the normal	7x Reward Points for Eligible	8x
		HSBC Reward Points	Spend (defined in Clause 12)	
			during the Participating	
			Month (see Table 2)	

- 7. There is a maximum of <u>3 billion</u> Additional Reward Points to be given out throughout the Programme Period on a first come, first served basis.
- 8. The maximum Additional Reward Points is capped at 30,000 Reward Points per Eligible Cardholder, per Participating Month ("Maximum Additional Reward Points").
- 9. For clarity, Additional Reward Points will be awarded based on transaction posted to the Eligible Cardholder's credit card account and rounded down to the nearest Ringgit.

### For example:

Customer makes a utility bill payment of RM350.80, with the Participating HSBC Credit Card, and subsequently spends RM533.35 overseas with the same. The Reward Points and Additional Reward Points calculated are illustrated below:

	Category	Spend amount	1x Reward Point	Additional Reward Points	Total Reward Points
(a)	Utility Bill	RM350.80	1x as per the normal	-	350
			HSBC Reward Points		(RM350.80 rounded down to
					nearest Ringgit)
(b)	Overseas	RM533.35	1x as per the normal	7x Reward	533 (RM533 x 1x) + 3731
	Spend		HSBC Reward Points	Points for	(RM533 x 7x) = 4,264
				Eligible Spend	
		4,614			

10. The Participating Months for the Additional Reward Points Accumulation Period are set out in Table 2 below:

**Table 2: Participating Month(s)** 

Month1	1 September 2017 – 30 September 2017
Month 2	1 October 2017 – 31 October 2017
Month 3	1 November 2017 – 30 November 2017
Month 4	1 December 2017 – 31 December 2017
Month 5	1 January 2018 – 31 January 2018
Month 6	1 February 2018 – 28 February 2018
Month 7	1 March 2018 – 31 March 2018
Month 8	1 April 2018 – 30 April 2018
Month 9	1 May 2018 – 30 May 2018
Month 10	1 June 2018 – 30 June 2018
Month 11	1 July 2018 – 31 July 2018
Month 12	1 August 2018 – 31 August 2018

#### **ELIGIBLE SPEND**

- 11. Eligible Spend in Participating Shopping Malls (item (a) in Table 1 above) are those that:
  - a. Are posted to the primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card account within the Participating Month during the Programme Period;
  - b. Includes local spend made in selected outlets (the list is available at the following link in the Bank's public website <u>www.hsbc.com.my/mall-MID</u>) in the Participating Shopping Malls listed in **Table 3** below (including, but not limited to the following Merchant Category Codes: Fashion, Electrical, Furniture, Gadgets, Jewellery, Entertainment, Groceries and Dining); and
  - c. **Excludes** overseas retail transactions, cash advances, standing instructions/auto-billing, and card instalment plans.

Table 3: List of Participating Shopping Malls ("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
25.	Midvalley Megamall
26.	The Gardens Mall
	Penang
27.	Gurney Plaza
28.	Queensbay Mall
29.	Gurney Paragon Mall
30.	Sunway Carnival
	Johor
31.	KSL
32.	AEON Tebrau City
33.	Sutera Mall
34.	Johor Premium Outlets (JPO)
35.	Johor Bahru City Square
	East Malaysia
36.	One Borneo

- 12. Eligible Spend on Online Transactions (item (b) in Table 1 above) are those that:
  - a. Are posted to the primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card account within the Participating Month during the Programme Period;
  - b. Includes local spend where transactions are made via the internet in Malaysian Ringgit; and
  - c. **Excludes** standing instructions/auto-billing, utility payments as per the Utility Merchant Category Code (MCC) defined in HSBC's system, and card instalment plans.
  - d. Online Transactions made in foreign currency will be subject to Clause 13.
- 13. Eligible Spend on Overseas Spend (item (c) in Table 1 above) are those that:
  - a. Are posted to the primary and/or supplementary Eligible Cardholder's Participating HSBC Credit Card account within the Participating Month during the Programme Period;
  - b. **Includes** overseas spend made in foreign currency outside Malaysia and online transactions made in foreign currency; and
- c. **Excludes** cash advances, standing instructions/auto-billing and finance charges (Eligible Spend defined in clauses 11 to 13 collectively referred to as "Eligible Spend").
- 14. No Reward Points will be awarded for spend in the following category:

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

- 15. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
- 16. 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/or his/her supplementary/ies

credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Maximum Additional Reward Points.

17. The assignment of Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct Merchant Identity Description. In the event that Additional Reward Points are not credited to the Eligible Cardholder's credit card account due to the incorrect assignment of Merchant Identity Description by the acquiring bank, the Eligible Cardholder agree that HSBC shall not be held responsible for such discrepancies which are beyond the reasonable control of HSBC.

"Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.

#### **EXAMPLES:**

Example 1: Cardholder A spent RM2,800 with his HSBC Visa Signature credit card for the month of September 2017 as illustrated in the table below. Total Reward Points earned by the cardholder is 15,800.

Posting Date**	Spend Category	Spend Amount (RM)	1x Reward Points	Additional Reward Points Multiplier	Total Reward Points Earned
2 September 2017	Shopping at Zara, Mid Valley	400	400 RP	4x RM400 = 1,600 RP	2,000 RP
4 September 2017	Shopping at Debenhams, Curve	200	200 RP	4x RM200 = 800 RP	1,000 RP
12 September 2017	Groceries from Mercato, Pavilion KL	200	200 RP	4x RM200 = 800 RP	1,000 RP
19 September 2017	Shopping on Lazada	500	500 RP	4x RM500 = 2,000 RP	2,500 RP
26 September 2017	Flight tickets from Air Asia	200	200 RP	4x RM200 = 800 RP	1,000 RP
28 September 2017	Overseas Dining Spend	1,000	1,000 RP	7x RM1,000 = 7,000 RP	8,000 RP
29 September 2017	Dining at Shangri La, Kuala Lumpur	300	300 RP	-	300 RP
Total Spend	2,800				
<b>Total Reward Points E</b>		2,800	13,000	15,800	

Example 2: Cardholder B spent RM6,250 with his HSBC Visa Signature credit card for the month of September 2017 as illustrated in the table below. Total Reward Points earned by the cardholder is 36,250.

Posting Date**	Spend Category	Spend Amount (RM)	1x Reward Points	Additional Reward Points Multiplier	Total Reward Points Earned
2 September 2017	Shopping at Zara, Mid Valley	700	700	4x RM700 = 2,800 RP	3,500
4 September 2017	Shopping at Debenhams, Curve	350	350	4x RM350 = 1,400 RP	1,750
12 September 2017	Groceries from Mercato, Pavilion KL	400	400	4x RM400 = 1,600 RP	2,000
19 September 2017	Shopping on Lazada	500	500	4x RM500 = 2,000 RP	2,500
26 September 2017	Flight Tickets from AirAsia	300	300	4x RM300 = 1,200 RP	1,500
29 September 2017	Overseas Hotel Spend	3,000	3,000	7x RM3,000 = 21,000 RP	24,000
30 September 2017	Overseas Dining spend*	1,000	1,000	-	1,000
Total 9	6,250				
Total Reward I		6,250	30,000	36,250	

<sup>\*</sup>Note 1: Cardholder B earns only 1x Reward Point for Overseas Dining spend of RM1,000 and no additional Reward Points multiplier due to meeting the Maximum Additional Reward Points monthly cap of 30,000 Reward Points on 30 September 2017.

#### **TERMS & CONDITIONS ON REWARD POINTS**

- 18. All Reward Points are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC Credit Card monthly statement. HSBC Bank will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the 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 BE PIN ACTIVATED** and MUST NOT be delinquent, invalid and/or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme or from 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

<sup>\*\*</sup>Posting Date refers to the date the transaction is charged to the credit card and may be a few days later than the actual transaction date.

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.

## B. ONLINE VOUCHERS REDEMPTION PERIOD (1 SEPTEMBER 2017 TO 31 AUGUST 2018)

- 26. Primary Eligible Cardholders will be entitled to redeem online vouchers from selected merchants using their Reward Points ("Online Vouchers"). The Online Vouchers will be available for redemption via HSBC Rewards Catalogue on HSBC's website: <a href="www.hsbc.com.my/rewards">www.hsbc.com.my/rewards</a>. The list of selected merchants will be available in the Rewards Catalogue and may be subject to change from time to time at the Bank's absolute discretion.
- 27. Primary Eligible Cardholders can then utilise the Online Vouchers on merchants' websites, mobile applications or at merchant's premises, where applicable.
- 28. The maximum Reward Points for redemption of the Online Vouchers is capped at 60,000 Reward Points per Primary Eligible Cardholder for each Participating Month.
- 29. There is a total of 35,000,000 Reward Points available for the redemption of Online Vouchers throughout the Participating Month, based on a first come, first served basis.
- 30. The redemption of Online Vouchers is also subject to the *Terms and Conditions for HSBC Rewards Programme (August 2017 Edition)* which is available on <a href="https://www.hsbc.com.my/rewards.">www.hsbc.com.my/rewards.</a>
- 31. The Primary Eligible Cardholder is responsible for ensuring that all information submitted on <a href="https://www.hsbc.com.my/rewards">www.hsbc.com.my/rewards</a> for the redemption of the Online Voucher(s), is accurate and valid. HSBC will process the redemption based on the information submitted by the Primary Eligible Cardholder.
- 32. HSBC shall not be held liable for any mishaps, injuries, incidents or accidents that may occur in the redemption or the usage of these Online Vouchers.
- 33. The merchants are not participants in or sponsors of this Promotion. Their intellectual property rights, registered in the relevant jurisdictions, belong to them respectively.

34. HSBC reserves the right, at its absolute discretion, in the allocation of these Online Vouchers to the Primary Eligible Cardholders and no request by the Primary Eligible Cardholders or any other party for the exchange or substitution of these Online Vouchers with another prize will be entertained.

#### **GENERAL TERMS & CONDITONS**

- 35. 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.
- 36. 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.
- 37. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. This Terms & 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.
- 38. 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.
- 39. HSBC may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholders:
  - 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.

40. 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.
- 41. 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.
- 42. 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.
- 43. 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, the redemption of Vouchers and Online Vouchers or redemption of air miles from HSBC Rewards Catalogues ("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.
- 44. 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.
- 45. 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 Vouchers and Online Vouchers, 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.
- 46. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.