

**TERMS & CONDITIONS FOR HSBC PLATINUM CREDIT CARD PROGRAMME
EFFECTIVE 1 JANUARY 2021**

DEFINITION

1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).
2. "Programme" refers to HSBC Platinum Credit Card Programme.
3. "Cardholder(s)" or "You" or "Your" refers to all primary and/or supplementary cardholders of a HSBC Platinum Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Platinum Credit Cards that are not issued in Malaysia; and/or
 - b. Cardholder(s) of invalid or cancelled HSBC Platinum Credit Cards and/or whose accounts are delinquent within Our definition;
 - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "Reward Points" or "RP" means HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to Your credit card account.
5. "Contactless Purchases" means purchases made using HSBC Credit Card via either Mastercard Tap & go™, Visa payWave or Samsung Pay through a contactless terminal near a point-of-sale terminal, as defined in Clause 17 below.
6. "Additional Reward Points" means additional Reward Points awarded for below category of spend:
 - a. "Contactless Purchases" defined in Clause 17 below; and/or
 - b. "Groceries" defined in Clause 18 below; and/or
 - c. "Online Shopping" defined in Clause 19 below; and/or
 - d. "Overseas Spend" defined in Clause 20 below.
7. "Eligible Spend" means transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clause 122 and Clauses 17 to 20 below.
8. "Additional Reward Points Cap" means the maximum Additional Reward Points to be awarded to Your HSBC Credit Card account, per calendar month.
9. "Merchant Category Code" or "MCC" means code assigned by the respective acquiring bank to identify the type of business or service the company offers.
10. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
11. "Posting Date" means the date the transaction is charged to Your HSBC Credit Card and may be a few days later than the actual transaction date.

REWARD POINTS EARNING

12. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to Your account **except** for those listed below, where no Reward Points will be earned:
- Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
 - Cash Advance, Balance Transfer, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Internet Banking, JomPay transactions, and FPX transactions; and/or
 - Transactions at the petrol stations, government related transactions, charitable/non-profitable organisation related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets); which correspond with Merchant Category Code, listed below:

Category	Merchant Category Code ("MCC")
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661
Quasi Cash Transactions	6050, 6051

ADDITIONAL REWARD POINTS EARNING

13. In addition to the 1x Reward Point, You also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points Cap:
- 7x Additional Reward Points for Contactless Purchases per Clause 17 below; and/or
 - 4x Additional Reward Points for spend on Groceries per Clause 18 below; and/or
 - 4x Additional Reward Points for spend on Online Shopping per Clause 19 below; and/or
 - 4x Additional Reward Points for spend on Overseas Spend per Clause 20 below.
14. Each category of spend is subject to Additional Reward Points Cap per month, as below:
- Contactless Purchases: capped at 3,000 Additional Reward Points
 - Groceries: capped at 3,000 Additional Reward Points
 - Online Shopping: capped at 3,000 Additional Reward Points
 - Overseas Spend: capped at 6,000 Additional Reward Points
15. The total Reward Points earned based on category of spend as per Table 1 below:

Table 1: Additional Reward Points Based on Category of Spend

	Category	1x RP	Additional Reward Points	Total RP	Additional Reward Points Cap
(a)	Contactless Purchases	1x RP per Clause 12 above	7x Additional Reward Points for Eligible Spend per Clause 17 below	8x	3,000
(b)	Groceries	1x RP per Clause 12 above	4x Additional Reward Points for Eligible Spend per Clause 18 below	5x	3,000

(c)	Online Shopping (see Clause 19 below for list of Participating Merchant Partners)	1x RP per Clause 12 above	4x Additional Reward Points for Eligible Spend per Clause 19 below	5x	3,000
(d)	Overseas Spend	1x RP per Clause 12 above	4x Additional Reward Points for Eligible Spend per Clause 20 below	5x	6,000

16. Reward Points will be awarded based on transaction posted to Your HSBC Credit Card account and rounded down to the nearest Ringgit.

For example:

You spent RM1500 with Your HSBC Credit Card, the Total Reward Points earned are illustrated in Table 2a and 2b below:

Table 2a: Illustration of Total RP earned

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150	150 (RM150 x 1x) + 1,050 (RM150 x 7x)	1,200
	Pharmacy	RM80	80 (RM80 x 1x) + 560 (RM80 x 7x)	640
(b)	Groceries	RM300	300 (RM300 x 1x) + 1,200 (RM300 x 4x)	1,500
(c)	Petrol	RM200	0 (Petrol transactions do not earn RP)	0
(e)	Online Shopping: Lazada	RM500	500 (RM500 x 1x) + 2000 (RM500 x 4x)	2,500
(f)	Overseas	RM100	100 (RM100 x 1x) + 400 (RM100 x 4x)	500
(g)	Utility bills paid through JomPay	RM170	0 (JomPay transactions do not earn RP)	0
Total		RM1,500		6,340

Table 2b: Illustration of Total RP earned where Additional Reward Points Cap is met.

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150	150 (RM150 x 1x) + 1,050 (RM150 x 7x)	1,200
	Pharmacy	RM50	50 (RM50 x 1x) + 350 (RM50 x 7x)	400
	Groceries	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x). But only 1,600 Additional RP awarded due to cap of 3,000 Additional RP	1,850
(b)	Groceries	RM50	50 (RM50 x 1x) + 200 (RM50 x 4x)	250
(c)	Petrol	RM200	0 (Petrol transactions do not earn RP)	0
(e)	Online Shopping: Lazada	RM500	500 (RM500 x 1x) + 2000 (RM500 x 4x)	2,500
(f)	Overseas	RM100	100 (RM100 x 1x) + 400 (RM100 x 4x)	500
(g)	Utility bills paid through JomPay	RM200	0 (JomPay transactions do not earn RP)	0
Total		RM1,500		6,700

17. Contactless Purchases eligible for 7x Additional RP are those that:
 - a. Are posted to Your HSBC Credit Card account for local retail spend made through Mastercard Tap & go™, Visa payWave or Samsung Pay; and
 - b. **Excludes** those stated in Clause 12 above, Overseas Spend, insurance and utility payments.
18. Groceries spend eligible for 4x Additional RP are those that:
 - a. Are posted to Your HSBC Credit Card account for local retail spend made in MCC 5411 or 5499; and
 - b. **Excludes** those stated in Clause 12 above, all Contactless Purchases, Overseas Spend, and Online Shopping.
19. Online Shopping spend eligible for 4x Additional RP are those that:
 - a. Are posted to Your HSBC Credit Card account for local spend where transactions are made in Malaysian Ringgit via the internet in the Participating Merchants listed in **Table 3** below; and
 - b. **Excludes** those stated in 12 above, Overseas Spend made in foreign currency, online insurance, and utility payments.

Table 3: List of Participating Merchants for Online Shopping

No.	Participating Merchants
1.	Lazada
2.	Fave
3.	Grab
4.	Shopee
5.	HappyFresh
6.	Zalora

20. Overseas Spend eligible for 4x Additional RP are those that:
 - a. Are posted to Your HSBC Credit Card account for overseas spend made in foreign currency outside Malaysia; and
 - b. Excludes those stated in Clause 12 above, all local spend, all Contactless Purchases, online spend, insurance, and utility payments.
21. No Additional RP will be awarded for spend on insurance and utility payments as defined by following Merchant Category Codes:

Category	Merchant Category Code ("MCC")
Insurance	5960, 5968, 6300
Utility Payments	4784, 4813, 4814, 4816, 4899, 4900

22. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
23. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per calendar month for the respective categories. All Eligible Spend on Your HSBC Credit Card made by You and/or Your supplementary/ies Credit Cardholder(s) will be consolidated and will not be viewed individually in meeting the Additional Reward Points Cap for the respective categories.
24. The assignment of Merchant Category Code (MCC) and 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 MCC and MID. In the event that Additional Reward Points are not credited to Your HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, You agree that we shall not be held responsible for such discrepancies which are beyond our control.

REWARD POINTS VALIDITY AND FULFILLMENT

25. All Reward Points/Additional Reward Points awarded are valid for a period of 3 years and must be redeemed prior to their expiry as stated in Your HSBC Credit Card monthly statement. We will not entertain any request by you to extend the validity of the Reward Points/Additional Reward Points.
26. At the time of Eligible Spend or receipt of the Reward Points/Additional Reward Points, Your HSBC Credit Card account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within Our definition, otherwise you will be disqualified from participating in this Programme and/or from receiving the Reward Points/Additional Reward Points.
27. We may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to credit cardholders. In such a case, You will receive Reward Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion You first participated in.
28. The Reward Points/Additional Reward Points will be credited into Your HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. You will receive notification of the same through Your HSBC Bank Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.
29. We will not entertain any request from You to credit the Reward Points/Additional Reward Points and You are not allowed to transfer or sell Your Reward Points/Additional Reward Points to any other person.
30. We 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 Reward Points/Additional Reward Points.
31. We reserve the right, at its absolute discretion, in the allocation of the Reward Points/Additional Reward Points to You and no request by You or any other party for the exchange or substitution of the Reward Points/Additional Reward Points with another prize will be entertained. We reserve the right to substitute the Reward Points/Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
32. We reserve the right to publish or display Your name, picture and city of residence if You participate in or receive the Reward Points/Additional Reward Points under this Programme for advertising and publicity purposes. You hereby consent to and agree that We shall be at liberty to publish Your name, pictures and city of residence without compensation for advertising and publicity purposes.

GENERAL TERMS & CONDITONS

33. We reserve the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice and such Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.

34. In no event will We 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 We have advised of the possibility of such damages in advance, and all such damages are expressly excluded.
35. We may use any of the following modes to communicate notices in relation to this Programme to the You:
- individual notice to You (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in Our records;
 - press advertisements;
 - notice in Your HSBC Credit Card statement(s);
 - display at its business premises; or
 - notice on Our 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.
36. These Terms and Conditions are in addition to the HSBC Cardholder Agreement and Universal Terms and Conditions ("UTCs") available at www.hsbc.com.my. The HSBC Cardholder Agreement, 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 HSBC Cardholder Agreement, the UTC and the Terms and Conditions for HSBC Rewards Programme, these terms and conditions shall prevail in relation to this Programme.
37. We 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 Our reasonable control.
38. We reserve the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, Our cancellation, termination or suspension of this Programme shall not entitle You to any claim or compensation against us for any and all losses or damages suffered or incurred You as a direct or indirect result of the act of cancellation, termination or suspension.
39. Our decision on all matters relating to this Programme shall be final and binding.
40. You 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.
41. To the fullest extent permitted by law, We expressly excludes and disclaim 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 Reward Points/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 Reward Points/Additional Reward Points awarded under this Programme.