AMENDED TERMS & CONDITIONS FOR HSBC PLATINUM REWARD POINTS PROGRAMME 2018 ("PROGRAMME")

This Amended Terms and Conditions for HSBC Platinum Reward Points Programme 2018 ("Programme") will supersede the existing Terms and Conditions with effect from <u>1 September 2018</u>.

- Clause 11 and 14 have been amended in bold, underlined and struck through to reflect the maximum Additional Rewards Points to be awarded for each category.
- The tables in **Clause 17** has been amended in its entirety to reflect the changes in Clause 11 and 14.
- **Table 2A** has been amended to remove Low Yat Plaza and One Mont Kiara from the List of shopping malls for 5X Reward Points as they no longer participate in the programme.
- HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC".

PROGRAMME PERIOD

- 2. This Programme shall run from 1 January 2018 to 31 December 2018 ("Programme Period").
- 3. This Programme comprises of the Registration & Additional Reward Points Accumulation Period between 1 January 2018 and 31 December 2018 (both dates inclusive).

ELIGIBILITY

- 4. This Programme is open to all primary and/or supplementary Cardholders of an HSBC Platinum Credit Card ("Participating HSBC Credit Card"), EXCEPT for the following categories of persons:
 - i. Cardholder(s) of HSBC Credit Cards that are not issued in Malaysia;
 - ii. Cardholder(s) of invalid or cancelled Participating HSBC Credit Cards and/or whose accounts are delinquent within HSBC's definition at any time during the Programme Period; and/or
 - iii. Cardholder(s) of company and/or corporate HSBC Credit Cards.

(hereinafter collectively referred to as "Eligible Cardholders").

REGISTRATION CRITERIA FOR PARTICIPATING HSBC CREDIT CARDS APPROVED BEFORE 15 APRIL 2013

5. To participate in this Programme, Eligible Cardholders who have had their Participating HSBC Credit Card **approved before 15 April 2013** are required to register via SMS.

SMS Registration process is as follows:

- a. SMS: S4<space>your 16-digit Participating HSBC Credit Cards 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.

REWARD POINTS

- 9. 1x Reward Points* will be awarded for any other spend which is not Eligible Spend for this Programme, and any spend above the Maximum Additional Reward Points or the Additional Reward Points Cap (defined in Clause 12 and 14 below), as per the normal HSBC Reward points, where every RM1.00 transaction posted to the Eligible Cardholder's credit card account will generate one (1) RP. For avoidance of doubt, no Reward Points will be awarded for petrol, cash advances, Card Instalment Plan, government related transactions, charitable/non-profitable organization related transactions, Balance Transfer, Cash Instalment Plan, fees and charges as per the Bank's Tariff and Charges and applicable tax, if any;
 - *"Reward Points" or "RP" mean the reward points earned through the use of the Participating HSBC Credit Card.

For clarity, spend in the following category will not be awarded any Reward Points:

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

10. Apart from the 1x Reward Points, Eligible Cardholders also stand to <u>receive Additional Reward Points</u> as per Clauses 11-14 below.

ADDITIONAL REWARD POINTS

11. Eligible Cardholders who satisfy the Eligible Spend (as defined in Clause 15) for each Participating Month (as per Table 3) stand to receive Additional Reward Points as follows:

Table 1: Additional Reward Points Based on Category of Spend

	Category	1x Reward	Additional Reward	Total	<u>Additional</u>
		Points	Points*	Reward	Reward Points
				Points	<u>Cap</u>
(a)	Participating	1x as per the	4x Reward Points for	5x	<u>10,000</u>
	shopping malls	normal HSBC	Eligible Spend (defined		
	(as in Table 2A);	Reward Points	in Clause 15 during the		
	,		Participating Months		
			(see Table 3)		
(b)	Participating	1x as per the	7x Reward Points for	8x	<u>10,000</u>
	shopping malls	normal HSBC	Eligible Spend (defined		
	(as in Table 2B).	Reward Points	in Clause 15 during the		
	,		Participating Months		
			(see Table 3)		

*Subject to the **Additional Reward Points Cap** defined in Clause 14 below.

"Additional Reward Points" refers to the 4x and 7x Reward Points for Eligible Spend during the Participating Months.

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

No.	Shopping Malls
	Klang Valley
1.	One 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
20	Johor
29. 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 Reward Points ("8X Total RP Participating Shopping Malls")

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

- 12. There is a maximum of 700 million Additional Reward Points to be given out throughout the Programme Period, on a first come first served basis (hereinafter referred to as "Maximum Additional Reward Points").
- 13. The Participating Month(s) for the Programme Period is set out in Table 3 below:

Table 3: Participating Month(s)

1 January 2018 – 31 January 2018
1 February 2018– 28 February 2018
1 March 2018 – 31 March 2018
1 April 2018 – 30 April 2018
1 May 2018 – 31 May 2018
1 June 2018 – 30 June 2018
1 July 2018 – 31 July 2018
1 August 2018 – 31 August 2018
1 September 2018 – 30 September 2018
1 October 2018– 31 October 2018
1 November 2018 – 30 November 2018
1 December 2018 – 31 December 2018

14. Additional Reward Points are only awarded up to a maximum of 10.000 Additional Reward Points on Eligible Spend at Participating Shopping Malls listed in Table 2A and maximum of 10,000 Additional Reward Points on Eligible Spend at Participating Shopping Malls listed in Table 2B, per Eligible Cardholder per Participating Month ("Additional Reward Points Cap").

ELIGIBLE SPEND

- 15. Eligible Spend for the Programme are those that are posted to any of the Eligible Cardholder's Participating HSBC Credit Card account including the supplementary credit card(s) within the Participating Month which:
 - a. Include 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 Participating Shopping Malls listed in Table 2A and 2B above (including but not limited to the following Merchant Category Codes: Fashion, Electrical, Furniture, Gadgets, Jewellery, Entertainment, Groceries and Dining); and
 - b. **Exclude** overseas retail transactions, petrol, cash advances, Card Instalment Plan, government related transactions, charitable/non-profitable organization related transactions, Balance Transfer, Cash Instalment Plan, fees and charges as per the Bank's Tariff and Charges and applicable tax, if any;

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

- 16. All spends are calculated based on total consolidated (primary and supplementary/ies) spending per Participating Month for the respective categories. All 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.
- 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 <u>RM3,750</u> with his HSBC Platinum credit card for the month of January 2018 as illustrated in the table below. Total Reward Points earned by the cardholder is <u>14,700</u> Reward Points.

Date of Posting	Spend Category	Spend	1x	Additional	Total Reward
of Transaction ¹		Amount	Reward	Reward Points	Points Earned
		(RM)	Points	Multiplier	
2 January 2018	Shopping at Mid	500	500	7x RM500=	4,000 RP
	Valley Megamall			3,500 RP	
12 January 2018	Coach at Pavilion	1,600	1,600	4x RM1,600 =	8,000 RP
	KL			6,400 RP	
19 January 2018	Purchase of AirAsia	1,000	1,000	-	1,000 RP
	Ticket				
26 January 2018	Dining at Gardens	150	150	7x RM150 =	1,200 RP
	Mall			1,050 RP	
28 January 2018	Overseas Spend	500	500	-	500 RP
Total Spend		RM3,750			
Total Reward Points Earned			3,750 RP	10,950 RP	14,700 RP

Example 2: Cardholder B spent <u>RM5,500</u> with his HSBC Platinum credit card for the month of January 2018 as illustrated in the table below. Total Reward Points earned by the cardholder is **25,500** Reward Points.

Date of Posting	Spend Category	Spend	1x	Additional Reward	Total Reward
of Transaction ¹		Amount	Reward	Points Multiplier	Points Earned
		(RM)	Points		
2 January 2018	Shopping at Mid	500	500	7x RM500 = 3,500	4,000 RP
	Valley Megamall			RP	
4 January 2018	Coach at Pavilion	1,600	1,600	4x RM1,600 =	8,000 RP
	KL			6,400 RP	
12 January 2018	Purchase of	1,000	1,000	-	1,000 RP
	AirAsia Ticket				
19 January 2018	Dining at Gardens	1,500	1,500	7 x RM1,500 =	8,000 RP
	Mall			10,500 RP	
				(max 6,500 RP ²)	
26 January 2018	Shopping at	900	900	4 x RM900 = 3,600	4,500 RP
	Sunway Pyramid			RP	
Total	Total Spend				
Total Reward Points Earned			5,500 RP	20,000 RP	25,500 RP

Note:

TERMS & CONDITIONS ON REWARD POINTS AND ADDITIONAL REWARD POINTS

- 18. All Reward Points and Additional 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 and Additional Reward Points.
- 19. At the time of crediting the primary Eligible Cardholder's Participating HSBC Credit Card account(s) with the Reward Points and Additional Reward Points, the Participating HSBC Credit Card account(s) of the Eligible Cardholders **MUST BE PIN ACTIVATED** and MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating or receiving the Reward Points and 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.

¹Transactions may be posted/charged to the credit card a few days later than the actual transaction date

²Cardholder B can <u>only earn 6,500 Additional Reward Points (instead of 10,500 Additional Reward Points) for Eligible Spend at Gardens Mall on 19 January 2018 as he has reached the 10,000 <u>Additional Reward Points Cap on his transactions at Mid Valley and/or Gardens Mall for the Participating Month.</u></u>

- 21. The Reward Points will be credited into the primary Eligible Cardholder's Participating HSBC Credit Card account(s) within 6 weeks after the end of each Participating Month. The Eligible Cardholder will receive notification of the Reward Points through his/her Participating HSBC Bank Credit Card's monthly statement that follows after the date of crediting the Reward Points.
- 22. The Reward Points and Additional Reward Points earned cannot be exchanged for cash or credit.
- 23. For clarity, Reward Points and 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 an overseas spend of RM350.80, with the Participating HSBC Credit Card, and subsequently spends RM533.35 in MidValley. The Reward Points and Additional Reward Points calculated are illustrated below:

	Category	Spend amount	Reward Points Multiplier	Total Reward Points
(a)	Overseas Spend	RM350.80	1x	350
				(RM350.80 rounded down to
				nearest Ringgit)
(b)	Shopping at	RM533.35	8x	533 x 8 = 4,264
	MidValley			(RM533.35 rounded down to
				nearest Ringgit)
	TOTAL F	4,614		

Note: For clarity, all Additional Reward Points will be consolidated with all Reward Points awarded under this Programme and will be reflected in the Eligible Cardholder's monthly credit card statement as total Reward Points.

- 24. HSBC will not entertain any request from any Eligible Cardholder to credit the Reward Points and Additional Reward Points to any other HSBC Credit Card account, nor are Eligible Cardholders allowed to transfer or sell their Reward Points and Additional Reward Points to any other person.
- 25. 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 Reward Points and Additional Reward Points for this Programme.
- 26. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the Reward Points and Additional Reward Points with another prize for this Programme will be entertained.
- 27. The Reward Points and Additional Reward Points must be redeemed prior to their expiry as stated in the Eligible Cardholder's Participating HSBC Credit Card monthly statement. 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

- 28. HSBC reserves the right to substitute the Reward Points and Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
- 29. 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 Reward Points and 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.
- 30. 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.
- 31. 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.
- 32. 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.

- 33. 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.
- 34. 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.

- 35. 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.
- 36. 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 Reward Points and Additional Reward Points 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.
- 37. 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.
- 38. 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 Reward Points or items redeemed with the Reward Points received under this Programme.
- 39. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.