

TERMS & CONDITIONS
RM80 Dining Cashback Promotion

1. HSBC Bank Malaysia Berhad Company No. 198401015221 (127776-V) will be referred to as “HSBC Bank” and HSBC Amanah Malaysia Berhad Company No. 200801006421 (807705-X) will be referred to as “HSBC Amanah”, collectively referred to as “HSBC”.

THE PROMOTION PERIOD

2. The “HSBC RM80 Dining Cashback Promotion” (“**Promotion**”) shall run from **1 February 2022 to 30 April 2022**, both dates inclusive, comprising the following periods:

Table 1: Promotion Month

Promotion Month	Promotion Dates
1	1 February 2022 – 28 February 2022
2	1 March 2022 - 31 March 2022
3	1 April 2022 – 30 April 2022

(collectively, the “**Promotion Period**”).

ELIGIBILITY

3. This Promotion is open to the primary and supplementary credit cardholders of the following credit cards/-i who receive an SMS and/or Electronic Direct Mailer (“EDM”) invitation from HSBC on this Promotion:
- a. **HSBC Bank Credit Cards:** HSBC Premier Travel Credit, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card and HSBC Platinum MasterCard Credit Card; and
 - b. **HSBC Amanah Credit Card-i(s):** HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Amanah MPower Platinum Credit Card-i and HSBC Amanah MPower Credit Card-i
(collectively, the “**Participating HSBC Credit Card/-i(s)**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia; and/or
- ii. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent within HSBC Bank and HSBC Amanah’s definition at any time during the Promotion Period; and/or
- iii. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and/or

(hereinafter collectively referred to as the “**Eligible Cardholder(s)**”).

ELIGIBLE SPEND CRITERIA

4. The Eligible Cardholders who spend a minimum amount of **RM100 on Dining and Entertainment Category (“Eligible Spend”)** in a single receipt/transaction (or equivalent in foreign currency) using their Participating HSBC Credit Card/-i(s) during a Promotion Month stands to receive cash back (“**Cash Back**”), as illustrated in Table 1 and subject to the Cash Back Capping (as defined in Clause 13) and the terms and conditions herein.

Table 1: Cash Back Mechanics

Minimum Spend Amount in a Promotion Month in a single receipt/transaction (or equivalent in foreign currency)	Cashback on Eligible Spend
RM100 on Dining and Entertainment Category	RM10 (subject to the Cash Back Capping)

5. Eligible Spend for the Promotion:

- a. **Includes** all local and foreign currency transactions on **Dining & Entertainment Category (as defined in Clause 6 below)** that are charged to any of the Eligible Cardholder's Participating HSBC Credit Card/-i(s) within the Promotion Period;
- b. **Excludes** all local and foreign currency transactions that do not match the prescribed Merchant Category Codes in Clause 6 below, cash advances, Cash Instalment Plan, Balance Transfer, Balance Transfer Instalment, standing instructions/auto-billing, interest charges, finance charges/management fees, credit card annual fees and credit card service tax

(the "Eligible Spend").

6. Transactions on Dining & Entertainment Category are all transactions with the following Merchant Category Codes:

Category	Merchant Category Codes ("MCC")
Dining & Entertainment	5813
	7832
	7911
	7922
	7929
	7993
	7994
	5813
	7932
	7933
	7941
	7991
	7996
	7999
	5812
	5814
	5422
	5441
	5451
	5462
5499	
5811	
5812	
5814	

7. Both primary and supplementary/ies credit card/-i spend will be taken into account to meet the Eligible Spend. If the Eligible Cardholder has multiple Participating HSBC Bank/HSBC Amanah Credit Card/-i accounts, Eligible Spend made on all Participating HSBC Bank/ HSBC Amanah Credit Card/-i by the primary credit card/-i cardholder and his/her supplementary/ies credit card/-i cardholder(s) will be consolidated to the primary credit card/-i account and will not be viewed individually to meet the respective Eligible Spend for the Promotion.

Example: Cardholder A has an HSBC Visa Signature credit card, an HSBC Visa Platinum credit card and 2 supplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC Bank/HSBC Amanah Credit Card/-i will be consolidated to the primary credit card/-i account and not viewed individually to meet the respective Eligible Spend of the Promotion.

8. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time).

CASHBACK CONDITIONS

9. The Cash Back will be awarded to the **primary** Eligible Cardholder only. The maximum Cash Back a primary Eligible Cardholder may receive under this Promotion is RM80 throughout the Promotion Period, subject to the Monthly Cash Back Allocation on a first come first served basis. There is a maximum of RM380,000 Cash Back to be given out throughout the Promotion Period per Table 2, which is pooled together with “HSBC Amanah RM80 Dining Cashback Promotion”. HSBC Bank is the sole provider for the Cash Back in this Promotion.

(the “Cash Back Capping”)

Table 2: Monthly Cash Back Allocation

Promotion Month	Total Cash Back Allocation (RM)	Maximum Cash Back per Eligible Cardholder throughout Promotion Period (RM)
1	120,000	80
2	130,000	
3	130,000	
TOTAL	380,000	

10. In the event the Cash Back allocated for a specific Promotion Month has not been fully given out, the unutilised Cash Back will be brought forward to the following Promotion Month.
11. In the event of a tie in transaction time, the Eligible Cardholder with the higher Eligible Spend amount for a Promotion Month will get the Cash Back. In the event the Eligible Spend amount is the same for a Promotion Month, the Eligible Cardholder with the higher card type of Participating HSBC Credit Card will get the Cash Back *(For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card, HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Platinum MasterCard Credit Card, HSBC Amanah MPower Platinum Credit Card-i and HSBC Amanah MPower Credit Card-i.*
12. The Cash Back will be credited into the **primary** Eligible Cardholder’s Participating HSBC Credit Card/-i(s) account with the highest spend activities within twelve (12) to sixteen (16) weeks from the end of the Promotion Period. Fulfilment of the Cash Back will be notified in the credit card statement that follows after the date of the crediting of the Cash Back.
13. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Cash Back to any third party other than the Eligible Cardholders.
14. During the Promotion Period and at the time of fulfilment of the Cash Back, if any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, or the Eligible Cardholder’s Participating HSBC Credit Card/-i(s) is delinquent, and/or invalid or cancelled within HSBC’s definition, the Eligible Cardholder will be disqualified from participating or receiving the Cash Back from this Promotion.

GENERAL TERMS & CONDITIONS

15. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.

16. These Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
17. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - I. 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 HSBC's records;
 - II. press advertisements;
 - III. notice in the Eligible Cardholder's credit card statement(s);
 - IV. display at its business premises; or
 - V. notice on HSBC'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.
18. These Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC. The UTCs are available at www.hsbc.com.my and www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
19. 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.
20. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC 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.
21. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC'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 has been advised of the possibility of such loss or damage.
22. 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 Promotion.
23. HSBC's decision on all matters relating to this Promotion shall be final and binding.