# TERMS & CONDITIONS HSBC AMANAH Travel Promotion

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

#### THE PROMOTION PERIOD

2. The "HSBC Amanah Travel Promotion" ("**Promotion**") shall run from 15 April 2022 – 31 August 2022, both dates inclusive, comprising the following periods: -

Promotion Month	Promotion Dates	
1	15 April 2022 – 30 April 2022	
2	1 May 2022 - 31 May 2022	
3	1 June 2022 - 30 June 2022	
4	1 July 2022 – 31 July 2022	
5	1 August 2022 – 31 August 2022	

(collectively, the "Promotion Period").

## **ELIGIBILITY**

3. Subject to Clause 4 below, this Promotion is open to all <u>primary and/or supplementary</u> cardholders of the following Credit Cards-i of HSBC Amanah who receive an SMS and/or Electronic Direct Mailer ("EDM") invitation from HSBC Amanah to participate in this Promotion:

## a) Visa Credit Card-i(s)

(i) HSBC Amanah Visa Credit Card-i(s):

MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i

# b) Mastercard Credit Card-i(s)

(i) HSBC Amanah Mastercard Credit Card-i(s):
HSBC Amanah Premier World MasterCard Credit Card-i

(collectively known as the "Participating HSBC Amanah Credit Card-i(s)").

- 4. The following categories of persons are **EXCLUDED** from this Promotion:
  - i. Cardholder(s) of HSBC Amanah Credit Card-i(s) that are not issued in Malaysia; and/or
  - ii. Cardholder(s) of invalid or cancelled HSBC Amanah Credit Card-i(s) and/or whose accounts are delinquent within HSBC Amanah's definition at any time during the Promotion Period; and/or
  - iii. Cardholder(s) of company and/or corporate HSBC Amanah Credit Card-i(s); and/or
  - iv. Permanent and/or contract employees of HSBC Amanah Bank Malaysia Berhad in Marketing, Customer Value Management (Credit Card), Data Analytics and Information Management department;

(hereinafter collectively referred to as the "Eligible Cardholder(s)")

<sup>\*</sup>Eligible Cardholder(s)" is referring to all the eligible cardholders excluding categories of persons in Clause 4.

#### **PARTICIPATION & ELIGIBLE SPEND CRITERIA**

- 5. Eligible spend for this Promotion:
  - a. Include all local and foreign currency transactions on Travel Category with the prescribed Merchant Category Code ("MCC") in Clause 6 below that are charged to the Eligible Cardholder's Participating HSBC Amanah Credit Card-i(s) including the supplementary credit card(s) within the Promotion Period; and
  - b. Exclude all local and foreign currency transactions that do not match the prescribed MCC in Clause 6 below, cash advances, Cash Instalment Plan, standing instructions/auto-billing, interest charges, finance charges/management fees, credit card annual fees and credit card service tax.

(the "Eligible Spend").

6. MCC Table for Travel Category:

Transactions on Travel Category are all transactions with the following Merchant Category Codes:			
Category	Merchant Category Code("MCC")		
Travel (Travel Agencies and Tour Operators / Airlines / Lodging - Hotels, Motels, Resorts)	3000 - 3299; 3500 - 3999; 4722; 7011; 4511		

(the "Travel Category").

7. The Eligible Cardholders who spend a minimum amount of RM1,000 per **Promotion Month** on **Travel Category as prescribed in clause 5 and 6 above** in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Amanah Credit Card-i(s) throughout the Promotion Period stands to receive 10% Cashback ("**Monthly Cashback**"), as illustrated in Table 1 and subject to the cashback Capping in Table 3 below and the terms and conditions herein.

<u> Table 1:</u>

Minimum Spend Amount in a Promotion Month	Monthly Cashback	
Min Spend of RM1,000 per month on Travel Category	10% Cashback (subject to Maximum Cashback Capping)	

8. The Eligible Cardholders who spend the highest Eligible Spend per Promotion Month ("Top Monthly Spender") on Travel Category as prescribed in clause 5 and 6 above throughout the Promotion Period stands to receive 1 unit of GoPro Hero10 ("Monthly Prize(s)"), as illustrated in Table 2 and subject to the Prize Capping in Table 4 below and the terms and conditions herein.

Table 2:

Top Spender in a Promotion Month	Monthly Prize(s)	
Top Monthly Travel Spenders on Travel Category	GoPro Hero10 (subject to Capping)	

9. Both primary and supplementary Participating HSBC Amanah Credit Card-i(s) spend will be taken into account to meet the Eligible Spend and Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC Amanah Credit Card-i(s) accounts, Eligible Spend made on all Participating HSBC Amanah Credit Card-i(s) by the primary Eligible Cardholder and his/her supplementary cardholder(s) will be

consolidated to the primary credit card-i account and will not be treated separately to meet the Eligible Spend and Participation Criteria by each supplementary cardholder for the Promotion.

Example: Cardholder A has a primary HSBC Amanah Premier World MasterCard Credit Card-i, and a primary HSBC Amanah MPower Visa Platinum Credit Card-i and 2 supplementary HSBC Amanah MPower Visa Platinum Credit Card-i. All transactions on Eligible Spend made with all or any of the above 2 supplementary credit card-i will be consolidated to the primary HSBC Amanah MPower Visa Platinum Credit Card-i account and not be treated separately to meet the Eligible Spend and Participating Criteria by each cardholder of the Promotion.

10. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in HSBC Amanah's system throughout the Promotion Period.

## **CASHBACK & PRIZE CONDITIONS**

#### **Monthly Cashback:**

11. Subject to clause 9 above, the Monthly Cashback will be awarded to the **primary** Eligible Cardholder only. The maximum Monthly Cashback a primary Eligible Cardholder may receive under this Promotion is RM150 per promotion month and RM300 throughout the Promotion Period, <u>subject to the Monthly Cashback</u> Allocation on a first come first served basis.

The total cashback allocation is capped at RM135,000 to be given out throughout the Promotion Period subject to the Monthly Cashback Allocation in Table 3 below. The Monthly Cashback is pooled together with "HSBC Travel Promotion". HSBC Bank is the sole provider for the Monthly Cashback in this Promotion.

Table 3:

Promotion Month	Promotion Dates	Monthly Cashback Allocation (RM)	Maximum Cashback per Eligible Cardholder per Month (RM)	Maximum Cashback per Eligible Cardholder throughout Promotion Period (RM)
1	15 April to 30 April	15,000		
2	1 May to 31 May	30,000		
3	1 June to 30 June	30,000	150	200
4	1 July to 31 July	30,000	150	300
5	1 August to 31 August	30,000		
Total		135,000		

## (the "Monthly Cashback Capping")

- 12. In the event the Monthly Cashback allocated for a specific Promotion Month has not been fully given out, the unutilised Monthly Cashback will be brought forward to the following Promotion Month.
- 13. For the last maximum Monthly Cashback Capping, the Eligible Cardholder with the higher Eligible Spend amount for a Promotion Month will get the Monthly Cashback in the event of a tie in transaction time. Whereas in the event the Eligible Spend amount is the same for a Promotion Month, the Eligible Cardholder with the higher ranking card type of Participating HSBC Credit Card/-i will get the Cashback

(For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order: <u>HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit</u>

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.

Example 1: Customer A spends RM1,000 on 15<sup>th</sup> April 2022 at 11.30am & Customer B spends RM1,500 on 15<sup>th</sup> April 2022 at 11.30am, Customer B will be eligible for the Monthly Cashback for the month which subject to the Monthly Cashback(s) Allocation on a first come first served basis.

Example 2: Customer A who holds HSBC Amanah Premier World MasterCard Credit Card-i spend RM1,000 on 15<sup>th</sup> April 2022 at 11.30am & Customer B who holds HSBC Amanah MPower Platinum Credit Card-I spends RM1,000 on 15<sup>th</sup> April 2022 at 11.30am, Customer A will\_be eligible for the Monthly Cashback for the month which subject to the Monthly Cashback(s) Allocation on a first come first served basis.

- 14. The Monthly Cashback will be credited into the **primary** Eligible Cardholder's Participating HSBC Amanah Credit Card-i(s) account within <u>twelve (12) to sixteen (16) weeks from the end of the Promotion Period</u>. Fulfilment of the Monthly Cashback will be notified in the credit card statement that follows after the date of the crediting of the Monthly Cashback.
- 15. HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to fulfil the Monthly Cashback to any third party other than the Eligible Cardholders.
- 16. During the Promotion Period and at the time of fulfilment of the Monthly Cashback, if any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, or the Eligible Cardholder's Participating HSBC Amanah Credit Card-i(s) is delinquent, and/or invalid or cancelled within HSBC Amanah's definition, the Eligible Cardholder will be disqualified from participating or receiving the Monthly Cashback from this Promotion.

## **Monthly Prize(s):**

17. Subject to clause 9 above, the Monthly Prize will be awarded to the **primary** Eligible Cardholders who are selected as the Top Monthly Spender only. The Top Monthly Spender may receive 1 unit of GoPro Hero10 only throughout the Promotion Period, <u>subject to the Monthly Prize Allocation in Table 4 below on a first come first served basis</u>.

There are total thirteen (13) units of Monthly Prizes to be given out throughout the Promotion Period subject to the Monthly Prize Allocation in Table 4. The Monthly Prize(s) to be given out are pooled together with "HSBC Travel Promotion". HSBC Bank is the sole provider for the Monthly Prize(s) in this Promotion.

**Table 4: Monthly Prize Allocation** 

Promotion Month	Promotion Dates	Monthly Prize (Go Pro Hero10)
1	15 April to 30 April	1
2	1 May to 31 May	3
3	1 June to 30 June	3
4	1 July to 31 July	3
5	1 August to 31 August	3
Total		13

# (the "Prize(s) Capping")

18. In the event the Eligible Cardholder is the Top Monthly Spender for more than one (1) Promotion Month, the Eligible Cardholder shall only receive the Monthly Prize on the first Promotion Month he/she met the

Participation Criteria. In such an event, a new Monthly Prize winner will be selected from the next Eligible Cardholder who has higher Eligible Spend for that particular Promotion Month.

- 19. The following terms and conditions apply to the Monthly Prize(s):
  - a. The Monthly Prize(s) will be awarded to the **primary** Eligible Cardholders only.
  - b. The Monthly Prize(s) will be provided on an "as Is" basis.
  - c. The Monthly Prize(s) are not transferable and cannot be exchanged for cash, credit or in kind.
  - d. The Monthly Prize winners under this Promotion will receive a SMS notification within twelve (12) to sixteen (16) weeks after the end of Promotion Period. The SMS will be sent to the mobile number of the primary Eligible Cardholder maintained in HSBC Amanah's records.
  - e. The Monthly Prize(s) will be couriered within twenty (20) weeks after the Promotion Period to the primary Eligible Cardholder's address as maintained in HSBC Amanah's records
  - f. HSBC Amanah will provide the Monthly Prize(s) in any colour that is available
  - g. HSBC Amanah will not entertain any request to deliver the Monthly Prize(s) to an overseas or third party address, a P.O. Box address and/or an address other than that maintained in HSBC Amanah's record. During the call for delivery address confirmation, the Monthly Prize winners with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Monthly Prize(s) on behalf of them.
  - h. HSBC Amanah can substitute the Monthly Prize(s) with any other item of similar value at any time with 3 days' prior notice.
  - i. HSBC Amanah will not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Monthly Prize(s) received in this Promotion.
  - j. To the fullest extent permitted by law, HSBC Amanah 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 Monthly Prize(s).
  - k. GoPro Hero10 is not participant in or sponsor of this Promotion. Their logos and products are trademarks belonging to GoPro Hero10. HSBC Amanah is not in any way endorsing, sanctioning, approving or supporting the use of GoPro Hero10. Any query and/or dispute on the usage of the Monthly Prize(s) must be directed to, and resolved directly with GoPro Hero10.
- 20. At the time of fulfilment of the Monthly Prize(s) and during the Promotion Period, the Participating HSBC Amanah Credit Cards-i accounts of the Eligible Cardholders MUST NOT be delinquent, and/or invalid or cancelled within HSBC Amanah's definition, otherwise they will be disqualified from participating or receiving the Prize(s) from this Promotion.
- 21. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent as determined by HSBC Amanah, the Eligible Cardholder will be disqualified from participating or receiving the Monthly Prize from this Promotion. In the event it has been notified to the Eligible Cardholder that he/she is the winner of the Monthly Prize, the Monthly Prize will be forfeited and the Eligible Cardholder will not receive the Monthly Prize from this Promotion.

## **GENERAL TERMS & CONDITIONS**

- 22. HSBC Amanah is entitled to vary, delete or add to any of this Promotion's Terms & Conditions with 3 days' prior notice.
- 23. This Promotion's 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.
- 24. HSBC Amanah may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - 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 Amanah'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 Amanah's internet website(s);

where such notices shall be deemed to be effective on and from the 4<sup>th</sup> 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

- 25. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC Amanah of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card-i facilities by HSBC Amanah. The UTCs are available at <a href="https://www.hsbcamanah.com.my">www.hsbcamanah.com.my</a>. In the event of inconsistency between this Promotion's Terms and Conditions and the UTCs, this Promotion's Terms and Conditions shall prevail in so far as they apply to this Promotion.
- 26. HSBC Amanah 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 Amanah.
- 27. HSBC Amanah 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 Amanah of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Amanah 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.
- 28. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah 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 Amanah has been advised of the possibility of such loss or damage.
- 29. 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.
- 30. HSBC Amanah decision on all matters relating to this Promotion shall be final and binding.