

TERMS & CONDITIONS FOR HSBC AMANAH MPOWER PLATINUM CREDIT CARD-i

This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 01st October 2023

- Clause 24, Table 3: The Charity Merchant Category Code (MCC) has been amended.

DEFINITION

1. "Bank" or "We" or "Our" herein means HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)).
2. "Programme" means HSBC Amanah MPower Platinum Credit Card-i Programme.
3. "Credit Card-i" means HSBC Amanah MPower Platinum Credit Card-i issued in Malaysia.
4. "Cardholder(s)" or "You" or "Your" herein means all primary and/or supplementary cardholder(s) of Credit Card-i excluding the following categories of persons:
 - a. Cardholder(s) of Credit Card-i that are not issued in Malaysia;
 - b. Cardholder(s) of invalid or cancelled Credit Card-i and/or whose accounts are delinquent ; and/or
 - c. Cardholder(s) of company and/or corporate Credit Card-i.
5. "Cash Back" means Cash Back on Eligible Spend and Bonus Cash Back collectively.
6. "Cash Back on Eligible Spend" means 0.2% cash back on Eligible Spend.
7. "Bonus Cash Back" means up to 8% Cash Back for Petrol, Groceries Spend and eWallet Transactions as defined in Clauses 16 and 17.
8. "Bonus Cash Back Cap" means the maximum amount of Bonus Cash Back to be awarded to the Cardholders each month, as described in Clause 17 below.
9. "Eligible Spend" means the eligible transactions posted to the Credit Card-i as described in Clause 17 below. "Merchants" means the selected groceries merchants listed in Table C.
10. "eWallet(s)" means the selected eWallet(s) listed in Table C.
11. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 20 to 25 below.
12. "Eligible Charity Spend" refers to transactions made at the charitable/non-profitable organization(s) which correspond with the Merchant Category Code specified in Table 3 (Part B Charity Donation by the Bank) below.
13. "Selected Charity Organization(s)" means the charity organization(s) selected by the Bank to receive the Charity Donation. For the list of Selected Charity Organization(s) refer to www.hsbc.com.my/charities.
14. "Merchant Category Code" or "MCC" means the code assigned by the respective acquiring bank to identify the type of business or service a company offers.

A. CASH BACK

0.2% CASH BACK

15. You will receive 0.2% Cash Back on each transaction spent using your Credit Card-i **except** the following:
- Fees and charges as per the Bank's Tariff and Charges and applicable tax, if any; and/or
 - Cash Advance, Balance Transfer Instalment, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through our Internet Banking, JomPay transactions, and FPX transactions; and/or
 - Transactions at the petrol stations, government related transactions, charitable/non-profitable organization related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as wire transfer money order, traveller's cheques); which correspond with MCC 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

BONUS CASH BACK

16. You will receive Cash Back based on Your accumulated spend amount for the month and the Spend Categories as described in Table B below. There is no capping on Cash Back on Eligible Spend. However, please note that the Bonus Cash Back is subject to the Bonus Cash Back Cap as described in Clause 17.

Table B: Spend Criteria and Total Cash Back

Accumulated Spend for the month (or equivalent in foreign currencies)	Spend Category	Bonus Cash Back	Cash Back on Eligible Spend	Total Cash Back
RM2,000 or above	Petrol Spend	8%	N/A	8%
	Groceries Spend	7.8%	0.2%	8%
	eWallet Transactions	7.8%	0.2%	8%
	All other Eligible Spend	N/A	0.2%	0.2%
or				
Below RM2,000	Petrol Spend	1%	N/A	1%
	Groceries Spend	0.8%	0.2%	1%
	eWallet Transactions	0.8%	0.2%	1%
	All other Eligible Spend	N/A	0.2%	0.2%

17. The following categories of spend are defined and are subject to **Bonus Cash Back Cap** as described in Table C below:

Table C: Definition of Petrol Spend, Groceries Spend and eWallet Transactions

Spend Category	Eligible Transactions	Bonus Cash Back Cap (per month)
Petrol Spend	means the Credit Card-i transactions for spend at petrol merchants with MCC 5541 or MCC 5542	RM15
Groceries Spend	means the Credit Card-i transactions for spend at any of the following groceries Merchants only with MCC 5411 or MCC 5499: (a) Giant; (b) Lotus's (formerly known as Tesco); (c) Aeon Big; and (d) Mydin.	RM15
eWallet Transactions	means any reload/top-up or payment authorization transactions made using the Credit Card-i on any of the following eWallets: (a) SamsungPay; (b) GrabPay; (c) Touch & Go; and (d) FavePay.	RM15

18. The following are examples on the calculations of Cash Back for transactions spent with Credit Card-i.

Example 1: Primary Cardholder spent RM850 with Credit Card-i. Supplementary Cardholder spent RM800. Total spend is RM1,650 for the month of November 2023 as illustrated in Table 1 below:

Table 1: Illustration of Total Cash Back Earned for RM1,650 accumulated spend in a month

	Spend Categories	Spend Amount	Calculation	Cash Back Earned
Primary Cardholder				
(a)	Petrol	RM150	$RM150 \times 1\%$	RM1.50
(b)	Groceries: Giant	RM400	$RM400 \times 0.2\% + RM400 \times 0.8\%$	RM4.00
(c)	Utility bill through JomPay	RM300	RM0 (<i>JomPay transactions do not earn Cashback</i>)	RM0.00
Supplementary Cardholder				
(d)	Dining	RM200	$RM200 \times 0.2\%$	RM0.40
(e)	eWallet: FavePay	RM100	$RM100 \times 0.2\% + RM100 \times 0.8\%$	RM1.00
(f)	Other purchases	RM500	$RM500 \times 0.2\%$	RM1.00
Total Cash Back Earned				RM7.90

Of which, Bonus Cash Back Earned	$RM150 \times 1\% + RM400 \times 0.8\% + RM100 \times 0.8\%$	RM5.50
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Example 2: Primary Cardholder spent RM1,350 with Credit Card-i. Supplementary Cardholder spent RM800. Total spend is RM2,150 for the month of November 2023 as illustrated in Table 2 below:

Table 2: Illustration of Total Cash Back Earned for RM2,150 accumulated spend in a month

	Spend Categories	Spend Amount	Calculation	Cash Back Earned
Primary Cardholder				
(a)	Petrol	RM200	$RM200 \times 8\%$ (capped at RM15)	RM15.00
(b)	Groceries: Giant	RM800	$RM800 \times 0.2\% + RM800 \times 7.8\%$ (capped at RM15)	RM16.60
(c)	Takaful	RM350	$RM350 \times 0.2\%$	RM0.70
Supplementary Cardholder				
(d)	Dining	RM200	$RM200 \times 0.2\%$	RM0.40
(e)	eWallet: GrabPay	RM100	$RM100 \times 0.2\% + RM100 \times 7.8\%$	RM8.00
(f)	Other purchases	RM500	$RM500 \times 0.2\%$	RM1.00
Total Cash Back Earned				RM41.70
Of which, Bonus CB Earned (capped at RM15 per category)			$RM200 \times 8\% + RM800 \times 7.8\% + RM100 \times 7.8\%$	RM37.80

19. 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 the Credit Card-i made by the primary Cardholder and/or his/her supplementary/ies credit card cardholder(s) will be consolidated and will not be viewed individually in meeting the Bonus Cash Back Cap for the respective categories.

B. CHARITY DONATION BY THE BANK

20. HSBC will make a Charity Donation to Selected Charity Organization(s) which is equivalent to 1% of the Eligible Charity Spend made by Eligible Cardholders, up to a maximum of RM500,000 per year ("Annual Charity Donation Capping"). The Annual Charity Donation Capping is a shared capping among HSBC's participating credit card programmes and is pooled together with HSBC Amanah Malaysia Berhad's participating credit card-i programmes. The full list of participating credit card-i programme is available [here](#).
21. The Charity Donation will be made on a quarterly basis to the Selected Charity Organization(s) and the amount of the Charity Donation will be equally divided amongst the Selected Charity Organization(s). Each Selected Charity Organization can receive Charity Donation up to a maximum annual limit of 15% of its gross annual income. An illustration is provided in Example 4 below on how the Charity Donation amount will be divided amongst the Selected Charity Organizations. The Bank will provide a notice on the Bank's public website on a yearly basis on the total Charity Donation amount donated to the Selected Charity Organization(s). For the list of Selected Charity Organization(s) refer to www.hsbc.com.my/charities.
22. The Eligible Charity Spend made by Eligible Cardholders shall correspond with Merchant Category Codes provided in Table 3 below. Any other charitable/non-profitable organization related transactions

which do not correspond with the Merchant Category Codes provided in Table 3 will not be classified as Eligible Charity Spend.

23. Please note that, as provided in Clause 15, Eligible Charity Spend **will not** be awarded with any Cash Back under this Programme.
24. An example of the Charity Donation Calculation is illustrated in Example 3 below:

Example 3: Charity Donation calculation

Eligible Cardholder	Donation Type	Eligible Charity Spend by Eligible Cardholders (RM)	Charity Donation by the Bank	
			Calculation	Charity Donation given to the Selected Charity Organization (RM)
A	Donated to WWF	1,500	RM1,500 x 1% of the Eligible Charity Spend	15
B	Donated to World Vision	3,500.50	RM3,500.50 x 1% of the Eligible Charity Spend	35 <i>(Rounded down to the nearest sen)</i>
C	Donated to Makna	850	RM850 x 1% of the Eligible Charity Spend	8.50
Total		5,850.50	Total	58.50

Table 3: The Charity Merchant Category Code (MCC)

Category	Merchant Category Code ("MCC")
Charitable organization	8398

25. An example of how the Charity Donation is divided amongst the Selected Charity Organizations is illustrated in Example 4 below. This is for illustration purposes only.

Example 4: How Charity Donation amount is divided amongst the Selected Charity Organizations

Assuming the total Charity Donation amount is RM210,000 for Quarter 1, 2023 and we have 3 Selected Charity Organization for this Quarter. If we divide the amount equally, RM70,000 is to be given to each organization. However, PERTIWI is entitled to a maximum amount of RM 50,000. So the balance RM20,000 is to be divided equally amongst the remaining Selected Charity Organizations who are eligible.

Selected Charity Organizations	Annual limit on Charity Donation = 15% total gross annual income of the Charity (RM)	Charity Donation by the Bank
Pintar Foundation	150,000	RM70,000 + RM10,000 =RM80,000
Global Environment Centre (GEC)	100,000	RM70,000 + RM10,000 =RM80,000
PERTIWI	50,000	RM50,000
Total		RM210,000

Note: If a Selected Charity Organization reaches its maximum annual limit of 15% of its gross annual income, it will not be eligible for Charity Donation for the remaining quarters of the year.

26. 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 Cash Back are not credited to Your Credit Card-i account due to the incorrect assignment of MCC and MID by the acquiring bank, please take note that We are not responsible for such discrepancies which are beyond Our control.

GENERAL TERMS AND CONDITIONS

27. For clarity, Cash Back will be awarded based on the transaction date and rounded down to the nearest sen (Ringgit Malaysia).
28. Only the primary Cardholders will receive the Cash Back in this Programme. The Cash Back will be credited into the primary Cardholder's Credit Card-i account within 6 weeks after the end of each calendar month and will be reflected in the following month's Credit Card-i statement.
29. At the time of crediting of the Cash Back, the primary Cardholder's Credit Card-i account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, and/or invalid or cancelled within our definition, otherwise the Cardholder(s) will be disqualified from participating in this Programme and/or from receiving the Cash Back.
30. We reserve the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice to You.
31. We will not entertain any request from You or any other person to credit the Cash Back to Your other accounts or to any other third party's account.
32. We reserve the right to amend these Terms and Conditions or terminate this Programme, if necessary, with 3 days' prior notice.
33. We may communicate to You in relation to this Programme via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC internet website(s);

such notices shall be deemed to be effective on and from the 4th day after its delivery.

34. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Programme. In the event of inconsistency, these terms shall prevail in relation to this Programme.
35. The below terms also apply :
 - a. HSBC Bank Universal Terms and Conditions (“UTCs”) which is available at www.hsbc.com.my;
 - b. HSBC Bank Cardholder Agreements;
 - c. PDPA Notice.
36. We shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
37. To the fullest extent permitted by law, we expressly exclude 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 Merchants and eWallets in this Programme.
38. You shall be responsible for any applicable taxes.
39. Our decision on all matters relating to this Programme shall be final and binding.