

**TERMS & CONDITIONS FOR HSBC ADVANCE CREDIT CARD PROGRAMME  
EFFECTIVE 1 JANUARY 2019**

**DEFINITION**

1. "HSBC" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Advance Credit Card Programme.
3. "Eligible Cardholders" refers to all primary and/or supplementary cardholders of a HSBC Advance Credit Card excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Advance Credit Cards that are not issued in Malaysia;
  - b. Cardholder(s) of invalid or cancelled HSBC Advance Credit Cards and/or whose accounts are delinquent within HSBC's definition;
  - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "HSBC Credit Card" refers to a HSBC Advance Credit Card issued in Malaysia.
5. "Reward Points" or "RP" refers to HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to the Eligible Cardholder's credit card account.
6. "Additional Reward Points" refers to additional RP awarded for below category of spend:
  - a. "Local Online Transactions and Standing Instruction/Autobilling" defined in Clause 17 below.
7. "Eligible Spend" collectively refers to transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clause 12 and Clauses 17 below.
8. "Additional Reward Points Cap" refers to the maximum Additional Reward Points to be awarded per primary Eligible Cardholder's credit card account, per calendar month.
9. "Merchant Category Code" is 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" refers to the date the transaction is charged to the 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 the Eligible Cardholder's HSBC Credit Card account except listed below:
  - a. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
  - b. 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
  - c. 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:

<b>Category</b>	<b>Merchant Category Code ("MCC")</b>
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 RP, Eligible Cardholders also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points cap:

- a. 2x Additional Reward Points for Local Online Transactions and Standing Instruction/Autobilling per Clause 17 below.

14. The Additional Reward Points is capped at 6,000 Additional Reward Points per month.

15. The total RP 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)	Local online transactions and standing instructions/ auto billing	1x RP per Clause 12 above	2x Additional Reward Points for Eligible Spend per Clause 17 below	3x	6,000

16. For clarity, 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 spends RM533.35 in Gardens Mall with the HSBC Credit Card, and subsequently makes a utility bill payment of RM350.80 the same. The 1x RP and Additional Reward Points calculated are illustrated in Table 2 below:

**Table 2: Illustration of 1x RP and Additional Reward Points Calculation**

	Category	Spend amount	1x RP	Additional Reward Points	Total RP
(a)	Spend in Gardens Mall	RM533.35	1x RP per Clause 12 above	-	<u>533</u> (RM533.35 rounded down to nearest Ringgit)
(b)	Auto billing of Utility Bill	RM350.80	1x RP per Clause 12 above	2x Additional Reward Points per Clause 17 below	<u>350</u> (RM350 x 1x) + 700 (RM350 x 2x) = <u>1,050</u>
<b>TOTAL REWARD POINTS EARNED</b>					<b>1,583</b>

17. Spend on Local online transactions and standing instructions/ auto billing eligible for 2x Additional Reward Points are those that:

- Are posted to the Eligible Cardholder's HSBC Credit Card account; and
- Includes** local spend where transactions are made via the internet and standing instructions/auto billing charged to Eligible Cardholder's HSBC Credit Card; and
- Excludes** those stated in Clause 12 above, all overseas spend, insurance and utility payments (refers to Clause 18 on MCC) that are not charged through standing instructions/ auto billing.

18. For clarity, 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

19. The tracking of the Eligible Spend is based on posting date (Malaysian Time).

20. 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 HSBC Credit Card made by the primary Eligible Cardholder and/or his/her 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.

21. 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 the Eligible Cardholder's HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC shall not be held responsible for such discrepancies which are beyond HSBC's control.

#### EXAMPLES:

*Example 1: Cardholder A spent RM3,700 with his HSBC Advance Visa Platinum Credit Card for the month of January 2019 as illustrated in the table below. Total Reward Points earned by the cardholder is 8,100 Reward Points. The breakdown is as follows:*

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Jan 2019	Shopping at Mid Valley Megamall	1,000	1,000 RP	-	1,000 RP
12 Jan 2019	Shopping at Zalora.com	600	600 RP	2x RM600 = 1,200 RP	1,800 RP
19 Jan 2019	Purchase of Ticket at Airasia.com	1,000	1,000 RP	2x RM1,000 = 2,000 RP	3,000 RP
26 Jan 2019	Auto bill payment with Maxis	600	600 RP	2xRM600= 1,200 RP	1,800 RP
28 Jan 2019	Overseas Spend	500	500 RP	-	500 RP
<b>Total Spend</b>		<b>RM3,700</b>			
<b>Total Reward Points Earned</b>			<b>3,700 RP</b>	<b>4,400 RP</b>	<b>8,100 RP</b>

*Example 2: Cardholder B spent RM5,600 with his HSBC Advance Visa Platinum credit card for the month of January 2019 as illustrated in the table below. Total Reward Points earned by the cardholder is 11,600 Reward Points. The breakdown is as follows:*

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Jan 2019	Shopping at Mid Valley Megamall	1,800	1,800 RP	-	1,800 RP
4 Jan 2019	Shopping at Zalora.com	1,500	1,500 RP	2x RM1,500 = 3,000 RP	4,500 RP
12 Jan 2019	Purchase of Ticket at Airasia.com	1,000	1,000 RP	2x RM1,000 = 2,000 RP	3,000 RP
19 Jan 2019	Auto bill payment with Maxis	800	800 RP	2xRM500 = 1,000 RP *(max 800 RP)	1,800 RP
26 Jan 2019	Overseas Spend	500	500 RP	-	500 RP
<b>Total Spend</b>		<b>RM5,600</b>			
<b>Total Reward Points Earned</b>			<b>5,600 RP</b>	<b>6,000 RP</b>	<b>11,600 RP</b>

*\*Note: Cardholder B earns 3x on RM500 and 1x for the remaining spend of RM300 on his auto bill payment with Maxis due to the 6,000 Additional Reward Points Cap.*

#### **REWARD POINTS VALIDITY AND FULFILLMENT**

22. 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 the Eligible Cardholder's HSBC Credit Card monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Reward Points/Additional Reward Points.
23. At the time of Eligible Spend or receipt of the Reward Points, the primary Eligible Cardholder's HSBC Credit Card account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme and/or from receiving the Reward Points/Additional Reward Points.
24. HSBC may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to credit cardholders. In such a case, Eligible Cardholders will receive Reward

Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion the Eligible Cardholder first participated in.

25. The Reward Points/Additional Reward Points will be credited into the primary Eligible Cardholder's HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. The Eligible Cardholder will receive notification of the same through his/her HSBC Bank Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.
26. HSBC will not entertain any request from any Eligible Cardholder to credit the Reward Points/Additional Reward Points to any other HSBC Credit Card account, nor are Eligible Cardholders allowed to transfer or sell their Reward Points/Additional Reward Points to any other person.
27. 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/Additional Reward Points.
28. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points/Additional 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/Additional Reward Points with another prize will be entertained. HSBC reserves 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.
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/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.

#### **GENERAL TERMS & CONDITONS**

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. This Terms & 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:
  - a. 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](http://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, the redemption of Vouchers and Online Vouchers or redemption of air miles from HSBC Rewards Catalogues ("Air Miles") 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/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.
39. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.