# **TERMS & CONDITIONS**

## HSBC Cashback Acquisition Promotion 2024 ("Promotion")

1. HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") and HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") (collectively as "HSBC").

## **PROMOTION PERIOD**

- 2. "Promotion Period":
  - a. "Sign-Up Period" runs from 1 January 2024 to 31 December 2024, both dates inclusive for customers to apply for a primary Participating HSBC Credit Card/-i (collectively as "Participating HSBC Credit Card/-i(s)"); and
  - b. **"Welcome Period**" is 60 days from the date of HSBC welcome letter for the new Participating HSBC Credit Card/i(s).

## **PARTICIPATION & ELIGIBILITY**

3. This Promotion is open to New or Existing Primary Cardholders and Supplementary Cardholders who apply at least one of the following primary Participating HSBC Credit Card/-i(s) as set out in Table 1 below ("Eligible Cardholder(s)") during the Sign-Up Period.

#### Table 1: Participating HSBC Credit Card/-i(s)

HSBC Bank Credit Card	HSBC Premier Travel Mastercard Credit Card
	HSBC Premier World Mastercard Credit Card
	HSBC Visa Signature Credit Card
	HSBC Visa/Mastercard Platinum Credit Card
	HSBC Advance Visa Platinum Credit Card
	HSBC TravelOne Credit Card
HSBC Amanah Credit Card-i	HSBC Amanah Premier World Mastercard Credit Card-i
	HSBC Amanah MPower Platinum Credit Card-i
	HSBC Amanah MPower Credit Card-i

- 4. "New Primary Cardholders" are defined as new primary cardholders of Participating HSBC Credit Card/-i(s) who currently does not hold any existing Participating HSBC Credit Card/-i(s).
- 5. **"Existing Primary Cardholders**" are defined as existing primary cardholders of Participating HSBC Credit Card/-(s) who applies for another new primary Participating HSBC Credit Card/-i(s).
- 6. "Supplementary Cardholders" are defined as individual who applies for a supplementary Participating HSBC Credit Card/-i(s).
- 7. The following categories of persons are **<u>not eligible</u>** to participate in this Promotion:
  - a. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to this Promotion;
  - b. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and
  - c. Cardholder(s) who are participating in any other concurrent HSBC Credit Card/-i(s) sign-up promotions via any channels either by HSBC or authorized third parties, except the HSBC/HSBC Amanah Activate & Spend Cashback Acquisition Promotion 2024.
- 8. Eligible Cardholders whose primary Participating HSBC Credit Card/-i(s) are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Promotion Period or at the time of fulfillment of the rewards will be not eligible to join and/or receive any Cashback/rewards under this Promotion.

#### **PROMOTION MECHANICS**

- 9. Eligible Cardholders must during the Promotion Period:
  - a. Apply for any Participating HSBC Credit Card/-i through HSBC branches, mobile sales, roadshows, telesales, authorised third party sales agency;
  - b. Call to activate his/her newly approved Participating HSBC Credit Card/-i and create PIN (Personal Identification Number) according to the activation steps in the HSBC welcome letter; and
  - c. Use his/her Participating HSBC Credit Card/-i on Retail Spend and e-Wallet top up (as per Clause 10 & 11 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 2 below.

(the "Participation Criteria").

- 10. "**Retail Spend**" for this Promotion are those that are charged to the Participating HSBC Credit Card/-i (single or cumulative receipt):
  - a. <u>includes</u>: local and overseas retail transactions (including online transactions), insurance, standing instructions/ auto-billing; and
  - b. <u>excludes</u>: Cash Advance, Late Payment Fee, interest charges, finance charges/management fees, credit card/-i annual fee, Sales and Services Tax (SST), quasi cash transactions, Balance Transfer Instalment ("BTI"), Cash Instalment Plan ("CIP").
- 11. "e-Wallet" means e-Wallet(s) in Malaysia only includes GrabPay, Touch & Go, Boost, BigPay, Lazada Wallet and ShopeePay.
- 12. For avoidance of doubts, Retail Spend(s) and e-Wallet top up must be the transaction posted (Malaysia time) within the Welcome Period and HSBC will not be held responsible for any late posting.

Offer	Eligible Cardholder	Eligibility Criteria	Cashback	Maximum Units
1	New Primary Cardholder	Spend <b>at least ten (10) Retail Spend</b> transactions within the Welcome Period AND perform <b>at least ten (10) e-Wallet</b> top up within the Welcome Period (no minimum amount)	RM200 Cashback	25,000 units
2	Existing Primary Cardholder	Spend <b>at least five (5) Retail Spend</b> transactions within the Welcome Period AND perform <b>at least five (5) e-Wallet</b> top up within the Welcome Period (no minimum amount)	RM100 Cashback	18,000 units
3	Supplementary Cardholder	Spend <b>at least five (5) Retail Spend</b> transactions within the Welcome Period AND perform <b>at least five (5) e-Wallet</b> top up within the Welcome Period (no minimum amount)	RM50 Cashback	6,000 units

## Table 2: Promotion Eligibility Criteria

## Scenarios:

Scenario	Scenario	Gift
1	New Primary Cardholder perform eleven (11) Retail Spend & perform ten (10) e-Wallet top up at GrabPay	RM200 Cashback
2	New Primary Cardholder perform nine (9) Retail Spend & perform ten (10) e-Wallet top up at GrabPay	Not eligible as ten (10) Retail Spend is required

3	Existing Primary Cardholder perform ten (10) Retail Spend & perform ten (10) e-Wallet top up at FavePay	Not eligible as FavePay is not an eligible e-Wallet
4	Supplementary Cardholder perform ten (10) Retail Spend & perform four (4) e-Wallet top up at BigPay	Not eligible as five (5) e-Wallet top up is required
5	Supplementary Cardholder perform ten (10) Retail Spend & perform five (5) e-Wallet top up at ShopeePay	RM50 Cashback

13. New Primary Cardholders stand to receive additional 3.88% CIP Offer as set out in Table 3 subject to the terms and conditions herein.

#### Table 3: Additional offer for New Primary Cardholder

Eligible Cardholder	Eligibility Criteria	Gift
New Primary Cardholder	Apply for CIP at 3.88% p.a. interest rate/management fee	CIP at 3.88% p.a.

## CASHBACK TERMS & CONDITIONS

- 14. Each New/Existing Primary Cardholder stands to receive up to <u>two (2) units of Cashback</u> under Offer 1/Offer 2 throughout the Promotion Period regardless of the number of primary Participating HSBC Credit Card/-i(s) applied for.
- 15. Each Supplementary Cardholder stands to receive up to <u>two (2) units of Cashback</u> under Offer 3 throughout the Promotion Period regardless of the number of supplementary Participating HSBC Credit Card/-i(s) applied for.
- 16. <u>The Cashback under Offer 1 and Offer 2</u> will be credited into the New/Existing Primary Cardholder's Participating HSBC Credit Card/-i account which first satisfies the Eligibility Criteria in Table 2 above. Crediting of the Cashback will be made <u>60 days after the Welcome Period</u> and this will be reflected in the New/Existing Primary Cardholder's Participating HSBC Credit Card/-i statement in the following month.
- 17. <u>The Cashback under Offer 3</u> will be credited into the Primary Cardholder's Participating HSBC Credit Card/i account which first satisfies the Eligibility Criteria in Table 2 above. Crediting of the Cashback will be made <u>60 days after the Welcome Period</u> and this will be reflected in the Primary Cardholder's Participating HSBC Credit Card/-i statement in the following month.
- 18. The <u>Cashback</u> is awarded on first-come first-served basis, and the maximum units of Cashback to be given out are listed in Table 2 above which is pooled together with HSBC Amanah Cashback Acquisition Promotion 2024. HSBC Bank is the sole provider of all the Cashback in this Promotion.

#### 3.88% CIP OFFER TERMS & CONDITIONS

- 19. A New Primary Cardholder may apply for CIP for cash advance via his/her Participating HSBC Credit Card/-i at 3.88% p.a. interest rate/management fee and repay the cash advanced amount ("CIP Amount") together with the applicable interest rate/management fee in equal monthly instalments ("CIP Monthly Instalment ") for a repayment period of 12 months ("CIP Tenure").
- 20. To participate in this 3.88% CIP Offer, New Primary Cardholder must apply for the CIP during the credit card application for the primary Participating HSBC Credit Card/-i and in accordance to the terms below:
  - i. By completing the CIP portion of the Participating HSBC Credit Card/-i application form;
  - ii. At 3.88% p.a. interest rate/management fee for CIP tenure;
  - iii. Provide details of his/her Nominated Bank Account. 'Nominated Bank Account' refers to an active bank account held with a banking institution licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the CIP Amount;

- iv. After the New Primary Cardholder makes the above selections and nomination at the point of application, the New Primary Cardholder will not be able to change/alter the CIP Tenure, CIP Amount and/or the CIP Monthly Instalment;
- v. <u>The minimum CIP Amount for the CIP application is RM1,000 and shall not exceed 60% of the newly</u> <u>approved credit limit of New Primary Cardholder's Participating HSBC Credit Card/-1;</u>
- 21. Each New Primary Cardholder can apply maximum of one (1) CIP only under this 3.88% CIP Offer regardless of the number of Participating HSBC Credit Card/-i applied for under this Promotion.
- 22. In the event the CIP is applied together with BTI and the combined amount of CIP and BTI exceeds 60% of the newly approved credit limit of the Participating HSBC Credit Card/-i, the application for BTI shall take priority for approval. In this instance, the CIP Amount will be reduced to not be lower than RM1,000. However, if the CIP Amount is lower than RM1,000, HSBC reserves the right to reject the CIP application.
- 23. The transfer of the approved CIP Amount to New Primary Cardholder's Nominated Bank Account will commence within fourteen (14) working days from the date of HSBC welcome letter or fourteen (14) working days from the date of CIP application approved. The New Primary Cardholder will be notified of his/her approved CIP via SMS or letter sent to the New Primary Cardholder's mobile phone number or address respectively maintained in HSBC's records.
- 24. HSBC reserves the right to:
  - i. Approve the CIP Amount applied; or
  - ii. Approve the CIP Amount at a lower amount. HSBC will notify the New Primary Cardholder if the approved CIP amount is lower than what was applied for; or
  - iii. Decline the CIP application, as HSBC deems fit. HSBC is not obliged to assign any reason to the New Primary Cardholder with regards to the exercise of its discretion pursuant to this clause.
- 25. If the New Primary Cardholder wishes to opt for an early settlement of the CIP, the New Primary Cardholder shall give HSBC prior notice by calling HSBC's Contact Centre at 03 8321 5400 (HSBC Bank) or 03 8321 5200 (HSBC Amanah). Once the early settlement request is processed by HSBC, the total unbilled principal CIP Amount shall immediately become due and payable by the New Primary Cardholder as an outstanding amount in the New Primary Cardholder's Participating HSBC Credit Card/-i account.
- 26. The CIP is also subject to HSBC Bank/ HSBC Amanah Cash Instalment Plan Terms and Conditions ("CIP Terms and Conditions") (a copy of which can be downloaded from <u>www.hsbc.com.my/credit-cards/features/cash-instalment-plan/</u> and <u>www.hsbcamanah.com.my/credit-cards/features/cash-instalment-plan/</u>).</u>

## **GENERAL TERMS & CONDITIONS**

- 27. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 28. HSBC may communicate to the Eligible Cardholder in relation to this Promotion via:
  - i. via electronic means;
  - ii. press advertisements;
  - iii. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
  - iv. display at its business premises; or
  - v. notice on HSBC internet website(s);

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

- 29. 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 Promotion. In the event of inconsistency, this terms shall prevail in relation to this Promotion.
- 30. The below terms also applies :
  - i. HSBC and HSBC Amanah Universal Terms and Conditions ("**UTCs**") which are available at <u>www.hsbc.com.my</u> and <u>www.hsbcamanah.com.my</u>;
  - ii. HSBC and HSBC Amanah Cardholder Agreements;
  - iii. HSBC and HSBC Amanah Balance Transfer Instalment Terms and Conditions which are available at https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/features/balance-transferinstalment/terms-and-conditions.pdf and

<u>https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/credit-cards/features/balance-transfer-instalment/terms-and-conditions.pdf</u> apply;

- iv. HSBC and HSBC Amanah Cash Instalment Plan Terms and Conditions which are available at <a href="http://www.hsbc.com.my/credit-cards/features/cash-instalment-plan/">www.hsbc.com.my/credit-cards/features/cash-instalment-plan/</a> and <a href="http://www.hsbcamanah.com.my/credit-cards/features/cash-instalment-plan/">www.hsbc.com.my/credit-cards/features/cash-instalment-plan/</a>
- v. HSBC and HSBC Amanah Tariffs and Charges; and
- vi. HSBC's Notice Relating to the Personal Data Protection Act 2010.
- 31. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 32. The Eligible Cardholders shall be responsible for any applicable taxes.
- 33. HSBC's decision on all matters relating to this Promotion shall be final and binding.