

TERMS & CONDITIONS
AMENDED HSBC DINING AND GROCERY PROMOTION

*This Amended Terms and Conditions for HSBC Dining and Grocery Promotion will supersede the existing Terms and Conditions with effect from **10 August 2021**.*

- *Clause 2 has been amended in bold and struck through to reflect the end date of this Promotion from 10 August 2021 to 10 November 2021 and the promotion dates for promotion months 4, 5 and 6.*
- *Clause 13 has been amended in bold and struck through to reflect the monthly cashback allocation for promotion months 4, 5 and 6 and the total cashback allocation throughout the Promotion Period.*

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 Dining and Grocery Promotion” (“**Promotion**”) shall run from **11 May 2021 to 10 November 2021**, comprising the following periods:

Promotion Month	Promotion Dates
1	11 May 2021 to 10 June 2021
2	11 June 2021 to 10 July 2021
3	11 July 2021 to 10 August 2021
4	11 August 2021 to 10 September 2021
5	11 September 2021 to 10 October 2021
6	11 October 2021 to 10 November 2021

(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 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 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
- iv. Permanent and/or contract employees of HSBC in Marketing, Customer Value Management (Credit Card), Data Analytics and Information Management department

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

REGISTRATION CRITERIA

4. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC Credit Card/-i(s) via SMS or as per the instructions in the invitation from HSBC during the Promotion Period.

Registration process is as follows:

- a. SMS: DG<space>your last 6-digit Participating HSBC Credit Card/-i(s) number to 66300; or
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instructions to register as stated therein; or
- c. Follow the instructions to register in the respective marketing communication materials.

Standard telecommunication charges will apply for each SMS sent.

5. Registration can be performed by either the primary or supplementary Eligible Cardholder.
6. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost. Such confirmation will be sent to the mobile number used for the registration.
7. In the event the SMS is incomplete / invalid, an SMS will be sent to the Eligible Cardholder at no cost notifying them to re-register via SMS. The Eligible Cardholder must ensure they key in the correct Participating HSBC Credit Card/-i(s) number in the SMS.

ELIGIBLE SPEND CRITERIA

8. Upon successful registration, the Eligible Cardholders who spend a minimum amount of **RM400 on eligible dining or grocery spend ("Eligible Spend")** in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Credit Card/-i(s) during a Promotion Month stands to receive 25% Cashback on the Eligible Spend ("**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 (or equivalent in foreign currency) in a single or cumulative receipts/transactions	Cash Back on Eligible Spend
RM400 on Dining or Grocery Category	25% Cashback (subject to the Cash Back Capping)

9. Eligible Spend for the Promotion are:
 - a. Transactions on **Dining or Grocery Category (as defined in Clause 10 below)** that are charged to any of the Eligible Cardholder's Participating HSBC Credit Card/-i(s) within the Promotion Period;
 - b. **Including** all local and foreign currency transactions on Dining or Grocery Category;
 - c. **Excluding** all local and foreign currency transactions that do not match the prescribed Merchant Category Codes in Clause 10 below, cash advances, Cash Instalment Plan, Balance Transfer, standing instructions/auto-billing, interest charges, finance charges/management fees, credit card annual fees and credit card service tax

(the "**Eligible Spend**").

10. Transactions on Dining or Grocery Category are all transactions with the following Merchant Category Codes:

Category	Merchant Category Codes ("MCC")
Dining	5422, 5441, 5451, 5462, 5499, 5811, 5812, 5814
Grocery	5300, 5311, 5411, 5499

11. 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.

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

CASHBACK CONDITIONS

13. 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 RM120 per month and RM240 throughout the Promotion Period, subject to the Monthly Cash Back Allocation on a first come first served basis. There is a maximum of ~~RM91,000~~ ~~RM70,000~~ RM120,000 Cash Back to be given out throughout the Promotion Period per Table 2, which is pooled together with “Amended HSBC Amanah Dining and Grocery 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 per Month (RM)	Maximum Cash Back per Eligible Cardholder throughout Promotion Period (RM)
1	23,000	120	240
2	23,000		
3	24,000		
4	7,000		
5	7,000		
6	7,000		
TOTAL	91,000		

14. 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.
15. 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 number of Eligible Spend transactions will get the Cash Back.
16. 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.
17. 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.
18. 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

19. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. HSBC's decision on all matters relating to this Promotion shall be final and binding.