## **TERMS & CONDITIONS**

# **HSBC** Dine Shop Win Promotion

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 Dine Shop Win Promotion" ("**Promotion**") shall run from 1 April 2022 – 30 June 2022, both dates inclusive, comprising the following periods: -

<b>Promotion Month</b>	Promotion Dates		
1	1 April 2022 – 30 April 2022		
2	1 May 2022 - 31 May 2022		
3	1 June 2022 – 30 June 2022		

Promotion Week	Promotion Dates			
1	1 April 2022 – 3 April 2022			
2	4 April 2022 – 10 April 2022			
3	11 April 2022 – 17 April 2022			
4	18 April 2022 – 24 April 2022			
5	25 April 2022 – 1 May 2022			
6	2 May 2022 – 8 May 2022			
7	9 May 2022 – 15 May 2022			
8	16 May 2022 – 22May 2022			
9	23 May 2022 – 29 May 2022			
10	30 May 2022 – 5 June 2022			
11	6 June 2022 – 12 June 2022			
12	13 June 2022 – 19 June 2022			
13	20 June 2022 – 26 June 2022			
14	27 June 2022 – 30 June 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 who receive an SMS and/or Electronic Direct Mailer ("EDM") invitation from HSBC to participate in this Promotion:

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

- (i) HSBC Bank Visa Credit Cards:
  - HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card
- (ii) 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 Bank Mastercard Credit Cards:
  - HSBC Premier Travel Credit Card, HSBC Premier World Mastercard Credit Card and HSBC Mastercard Platinum Credit Card
- (ii) HSBC Amanah Mastercard Credit Card-i(s):
  - HSBC Amanah Premier World MasterCard Credit Card-i

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

- 4. The following categories of persons are **EXCLUDED** from this Promotion:
  - 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'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 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)")

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

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

5. The Eligible Cardholders who spend a minimum amount of RM2,000 per **Promotion Month** on any retail transaction in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Credit Card/i (s) throughout the Promotion Period stands to receive TNG PIN worth RM100 ("**Monthly Prize(s)**"), as illustrated in Table 1 and subject to the Prize Capping in Table 3 below and the terms and conditions herein.

#### Table 1:

Minimum Spend Amount in a Promotion Month	Monthly Prize(s)	
Min Spend of RM2,000 per month on any retail transactions	TNG e-Wallet Reload PIN worth RM100	

6. The Eligible Cardholders who spend a minimum amount of RM350 on eligible Groceries and Dining spend ("Eligible Spend") per Promotion Week in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Credit Card/i (s) throughout the Promotion Period stands to receive 10% Cashback ("Weekly Prize(s)"), as illustrated in Table 2 and subject to the Cashback Capping in Table 4 below and the terms and conditions herein.

# <u>Table 2:</u>

Minimum Spend Amount in a Promotion Week	Weekly Prize(s)	
Min Spend RM350 on Groceries and Dining	10% Cashback (subject to Cashback Capping)	

- 7. Eligible Spend for this Promotion are those that are:
  - a. (i) Charged to any of the Eligible Cardholder's Participating HSBC Credit Card/i including the supplementary credit card(s) within the Promotion Period; or
    - (ii) Transactions on **Groceries or Dining Category (as defined in Clause 8 below)** that are charged to any of the Eligible Cardholder's Participating HSBC Credit Card/-i(s) within the Promotion Period;
  - b. Includes all internet transactions, local and overseas retail transactions, 0% instalment plans; and
  - c. **Excludes** cash advances, Cash Instalment Plan, Balance Transfer, Balance Transfer Instalment, standing instructions/auto-billing, management fees, credit card annual fees and credit card service tax.

(the "Eligible Spend").

8. Merchant Code Table:

Eligible Spend	Merchant Category Code			
Category	(MCC)			
Category	Dining '5811, 5812, 5813, 5814, 5422, 5441, 5451, 5462, 5499  Groceries '5311, 5411, 5499, 5300			

"Selected Merchants" refers to retail transactions at participating merchants with Merchant Category Code (MCC)

9. Both primary and supplementary/ies Participating HSBC Credit Card/i spend will be taken into account to meet the Eligible Spend and Participation Criteria. If the Eligible Cardholder has multiple Participating HSBC Credit Card/i accounts, Eligible Spend made on all Participating HSBC 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 and Participation Criteria for the Promotion.

Example: Cardholder A has an HSBC Premier World Mastercard Credit Card, an HSBC MPower Platinum Credit Card and 2 supplementary HSBC MPower Platinum Credit Card. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card will be consolidated to the primary credit card account and not be viewed individually to meet the respective Eligible Spend and Participating Criteria 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's system throughout the Promotion Period.

## **PRIZE CONDITIONS**

#### **Monthly Prize:**

11. The first 30 Eligible Cardholders with the highest accumulated Eligible Spend amount for each Promotion Month ("Monthly Prize Winner") will receive maximum one (1) unit of TNG e-Wallet Reload PIN worth RM100 ("Monthly Prize") each throughout the Promotion Period, subject to the Monthly Capping as per Table 3.

**Table 3: Monthly Prize Allocation** 

Promotion Month	Monthly Capping (units) Monthly Capping (RM)	
1	30	RM3,000
2	30	RM3,000
3	30	RM3,000
TOTAL	90	RM9,000

- 12. In the event the Eligible Cardholder is identified as ("Monthly Prize Winner") in more than one (1) Promotion Months, the Eligible Cardholder shall receive only the Monthly Prize of 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 ranked 31<sup>st</sup> and thereafter (if applicable) for that particular Promotion Month.
- 13. The following terms and conditions apply to the Monthly Prize:
  - a. The Monthly Prize will be awarded to the **primary** Eligible Cardholders only.
  - b. The Monthly Prize will be provided on an "As Is" basis.

- c. The Monthly Prize 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 of the Touch 'n Go eWallet Reload PIN via the registered mobile number in HSBC's records within twelve (12) to sixteen (16) weeks from the end of Promotion Period.
- e. The expiry date of the Monthly Prize will be reflected in the SMS and no extensions will be entertained.
- f. HSBC can substitute the Monthly Prize with any other item of similar value at any time with 3 days' prior notice.
- g. HSBC Bank will not entertain any request from any Eligible Cardholders or any other person to credit the TNG e-Wallet Reload PIN value to the Eligible Cardholder's other or any third party's HSBC Bank Credit Card account.
- h. HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Reload PIN received in this Promotion.
- i. 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 Monthly Prize.
- j. Touch 'n Go is not participant in or sponsor of this Promotion. Their logos and products are trademarks belonging to Touch 'n Go. HSBC is not in any way endorsing, sanctioning, approving or supporting the use of Touch 'n Go. Any query and/or dispute on the usage of the Monthly Prize must be directed to, and resolved directly with Touch 'n Go.

# **Weekly Prize:**

14. The first 200 Eligible Cardholders with the highest accumulated Eligible spend on Groceries and Dining ("Eligible Spend") for each Promotion Week ("Weekly Prize Winner") will receive 1 unit of RM35 ("Weekly Prize") each & maximum of RM105 throughout the Promotion Period, subject to the Weekly Prize Allocation as per Table 4.

**Table 4: Weekly Prize Allocation** 

Promotion Week	Date	Weekly Capping (units)	Week Capping (RM)	Maximum Weekly Prize per Eligible Cardholder throughout the Promotion Period (RM)
1	1 April 2022 – 3 April 2022	200	RM7,000	
2	4 April 2022 – 10 April 2022	200	RM7,000	
3	11 April 2022 – 17 April 2022	200	RM7,000	
4	18 April 2022 – 24 April 2022	200	RM7,000	
5	25 April 2022 – 1 May 2022	200	RM7,000	
6	2 May 2022 – 8 May 2022	200	RM7,000	
7	9 May 2022 – 15 May 2022	200	RM7,000	
8	16 May 2022 – 22May 2022	200	RM7,000	3x RM35
9	23 May 2022 – 29 May 2022	200	RM7,000	
10	30 May 2022 – 5 June 2022	200	RM7,000	
11	6 June 2022 – 12 June 2022	200	RM7,000	
12	13 June 2022 – 19 June 2022	200	RM7,000	
13	20 June 2022 – 26 June 2022	200	RM7,000	
14	27 June 2022 – 30 June 2022	200	RM7,000	
Total	14 Weeks	2800	RM98,000	

- 15. The following terms and conditions apply to the Weekly Prize:
  - a. The Weekly Prize will be credited into the **primary** Eligible Cardholder's Participating HSBC Credit Card/-i(s) account with within twelve (12) to sixteen (16) weeks from the end of

- <u>Promotion Period.</u> The Eligible Cardholder will receive notification of the Weekly Prize through the respective Participating HSBC Credit Card/-i's monthly credit card statement that follows after the date of the crediting of the cash back.
- b. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Weekly Prize to any third party other than the Eligible Cardholders.
- c. HSBC is entitled to substitute the Weekly Prize with any other item of similar value at any time with 3 days' prior notice.
- 16. There are a total of ninety (90) units of Monthly Prize and two thousand & eight hundred (2,800) units of Weekly Prize as per Table 3 and 4 above (collectively known as "Prize(s)") for this Promotion which are pooled together with the "HSBC Amanah Dine Shop Win Promotion". HSBC Bank is the sole provider for all the Prizes in this Promotion.

(For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit 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: Customer A (holding HSBC Premier Travel Credit Card) & Customer B (holding HSBC Visa Signature Credit Card) have accumulated spend of RM2,000. Customer A is eligible as the 200<sup>th</sup> winner for the week.

- 17. At the time of fulfilment of the Prize(s) and during the Promotion Period, the Participating HSBC Credit Cards/-i accounts of the Eligible Cardholders MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Prize(s) from this Promotion.
- 18. If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent as determined by HSBC, the Prize(s) will be forfeited and the Eligible Cardholder will not receive the Prize(s) from this Promotion.

#### **GENERAL TERMS & CONDITIONS**

- 19. HSBC is entitled to vary, delete or add to any of this Promotion's Terms & Conditions with 3 days' prior notice.
- 20. 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.
- 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 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.

- 22. This Promotion's 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 <a href="www.hsbc.com.my">www.hsbc.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.
- 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 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 decision on all matters relating to this Promotion shall be final and binding.