### TERMS & CONDITIONS HSBC SPICE UP YOUR LIFE 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 Spice Up Your Life Promotion" ("**Promotion**") shall run from 20 July 2021 – 19 October 2021, both dates inclusive, comprising the following periods:-

## Table 1: Promotion Months

<b>Promotion Month</b>	Promotion Date(s)				
1	20 July 2021 to 19 August 2021				
2	20 August 2021 to 19 September 2021				
3	20 September 2021 to 19 October 2021				

(hereinafter collectively referred to as the "Promotion Period").

#### PROMOTION

3. Eligible Cardholders who meet the Registration Criteria and Eligible Spend Criteria as stated in Clauses 6 to 14 below during the Promotion Period stand to receive up RM200 or RM500 Cashback subject to the Cashback Capping in Clause 16 and the Terms and Conditions herein.

### ELIGIBILITY

- 4. Subject to Clause 5 below, this Promotion is open to all primary and/or supplementary cardholders of the following Credit/ Debit Cards/-i of HSBC who receive an SMS and/ or Electronic Direct Mailer ("EDM") invitation from HSBC to participate in this Promotion:
  - a) Credit Card/-i(s)
  - i) HSBC Bank Mastercard Credit Cards: HSBC Premier Travel Credit Card, HSBC Premier World Mastercard Credit Card and HSBC Mastercard PlatinumCredit Card
  - ii) HSBC Bank Visa Credit Cards: HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card
  - jj) HSBC Amanah Mastercard Credit Card-i(s): HSBC Amanah Premier World MasterCard Credit Card-i
  - iii) HSBC Amanah Visa Credit Card-i(s): MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i
  - b) <u>Debit Card/-i(s)</u>
  - i) HSBC Bank Visa Debit Cards:

HSBC Premier Debit Card, HSBC Advance Debit Card, HSBC Debit Card, HSBC Premier Everyday Global Debit Card, HSBC Advance Everyday Global Debit Card and HSBC Everyday Global Debit Card; and

ii) HSBC Amanah Visa Debit Card-i(s):

HSBC Amanah Premier Debit Card-i, HSBC Amanah Advance Debit Card-i, HSBC Amanah Debit Card-i, HSBC Amanah Premier Everyday Global Debit Card-i, HSBC Amanah Advance Everyday Global Debit Card-i and HSBC Amanah Everyday Global Debit Card-i;

with either one of the following **individual** HSBC/HSBC Amanah Current or Savings Accounts/-i ("HSBC/HSBC Amanah CASA/-i") linked to the aforesaid Debit Card/-i(s):

- a. HSBC/HSBC Amanah Premier Account/-i
- b. HSBC/HSBC Amanah Advance Bank Account/-i
- c. HSBC/HSBC Amanah Basic Savings Account/-i
- d. HSBC/HSBC Amanah Current Account/-i
- e. HSBC/HSBC Amanah Savings Account/-i
- f. HSBC/HSBC Amanah Premier Everyday Global Account/-i
- g. HSBC/HSBC Amanah Advance Everyday Global Account/-i
- h. HSBC/HSBC Amanah Everyday Global Account/-i

(collectively referred to as the "Participating HSBC Credit/Debit Card/-i(s)")

- 5. The following categories of persons are **<u>EXCLUDED</u>** from this Promotion:
  - i. Cardholder(s) of HSBC Credit/Debit Card/-i(s) that are not issued in Malaysia; and/or
  - ii. Cardholder(s) of invalid or cancelled HSBC Credit/Debit 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/Debit Card/-i(s); and/or
  - iv. Permanent and/or contract employees of HSBC in Marketing, Customer Value Management (Credit Card, Deposits, and Debit Card), Data Analytics and Information Management departments; and/or
  - v. Cardholder(s) of HSBC Premier Junior Savers Debit Card/-i(s)
  - vi. Joint accountholder(s) of HSBC/HSBC Amanah Debit Card/-i or HSBC/HSBC Amanah CASA/-i

(hereinafter collectively referred to as the "Eligible Cardholder(s)").

### **REGISTRATION CRITERIA**

6. To participate in this Promotion, the Eligible Cardholder must register one of his/her Participating HSBC Credit Card/Debit Card/-i via SMS or follow the instruction to register in the EDM invitation or respective marketing communication materials from HSBC during the Promotion Period. All his/her other Participating HSBC Credit Card/-i including supplementary credit card/-i and Participating HSBC Debit Card/-i shall automatically be tracked in the manner stated in Clause 10 to Clause 14 below for the purpose of tabulating the Eligible Spend Criteria (defined in Clause 10 below).

Registration process:

- a. SMS: J1<space>your last 6-digit Participating HSBC/HSBCAmanah Credit Card/-i (s) number to 66300;
- b. SMS: J2<space>your last 6-digit Participating HSBC/HSBCAmanah Debit Card/-i (s) number to 66300;
- c. SMS: J3<space>your last 6-digit Participating HSBC EGA Debit Card/-i (s) number to 66300 or
- d. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the instruction to register as stated therein; or

e. Follow the instruction to register in the EDM invitation or respective marketing communication materials. Note: Standard telecommunication charges will apply for each SMS registration sent.

- 7. For Credit Card/-i, registration can be performed by either the primary or supplementary Eligible Cardholder.
- 8. 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.
- 9. 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 Cardholders must ensure they have keyed in the correct Participating HSBC Credit Card/Debit Card/-i number in the SMS.

#### **ELIGIBLE SPEND CRITERIA**

- 10. Upon successful registration and subject to the terms and conditions herein, the Eligible Cardholders must spend on Eligible Spend (defined in Clause 11 below) using:
  - (i) Participating HSBC Credit Card/-i(s) to a chieve the Minimum Spend Amount in a Promotion Month set out in Table 2; and/or
  - (ii) Participating HSBC Debit Card/-i(s) to achieve the Minimum Spend Amount in a Promotion Month set out in Table 3;

and the primary Eligible Cardholders to stand to receive the RM200 Cashback or the RM500 Cashback ("Cashback").

#### Table 2: Cashback based on Minimum Spend Amount using Participating HSBC Credit Card/-i(s)

Note: If you have more than one Participating HSBCCredit Cards/-i, Eligible Spend made via all your primary and supplementary Participating HSBC Credit Card/-i(s) will be totaled up for the purpose of calculating Minimum Spend Amount in a Promotion Month.

Promotion Tier	Minimum Spend Amount in a Promotion Month (or equivalent if spend is made in foreign currency) in a single or cumulative receipts/transactions	Cashback
Tier 1	RM2,000 to RM4,999.99	RM200
Tier 2	RM5,000 and above	RM500

### Table 3: Cashback based on Minimum Spend Amount using Participating HSBC Debit Card/-i(s)

Note: If you have more than one Participating HSBC Debit Cards/-i, Eligible Spend made via all your Participating HSBC Debit Card/-i(s) will be totaled up for the purpose of calculating Minimum Spend Amount in a Promotion Month.

Promotion Tier	Minimum Spend Amount in a Promotion Month (or equivalent if spend is made in foreign currency) in a single or cumulative receipts/transactions	Cashback
Tier 1	RM2,000 to RM4,999.99	RM200
Tier 2	RM5,000 and above	RM500

### 11. Eligible Spend for this Promotion are those that:

- a. Includes all online transactions, local and overseas retail transactions, 0% instalment plans; e-wallet; and
- b. **Excludes** cash advances, Cash Instalment Plan, Balance Transfer, Balance Conversion Plan, standing instructions/auto-billing, finance charges/management fees, and credit card/-i annual fees

(hereinafter referred to as the "Eligible Spend").

12. All **primary and supplementary/ies** Participating HSBC Credit Card/-i(s) spend will be consolidated and taken into account to meet the Eligible Spend Criteria. Eligible Spend made by the primary and supplementary Participating HSBC Credit Card/-i cardholder **will be consolidated** and will not be viewed individually to meet the respective Eligible Spend Criteria for this Promotion.

All Participating HSBC Debit Card/-i(s) spend will be consolidated and taken into account to meet the Eligible Spend Criteria.

13. For avoidance of doubt, only the **primary Eligible Cardholder** stands to win the Cashback in this Promotion. Therefore, Eligible Spend made by the supplementary Eligible Cardholder(s) will be consolidated with the Eligible Spend made by the respective primary Eligible Cardholder.

## <u>Example A</u>:

Cardholder A has a HSBC Visa Signature credit card, an HSBC Visa Platinum credit card and 2 s upplementary HSBC Visa Platinum credit cards. All transactions on Eligible Spend made with all of those Participating HSBC Credit Cards/-i will be consolidated and not be viewed individually to meet the respective Eligible Spend Criteria of this Promotion.

## Example B:

Cardholder B has a HSBC Visa Signature credit card, an HSBC Visa Platinum credit card, 2 supplementary HSBC Visa Platinum credit cards and 2 HSBC Debit Cards.

All transactions on Eligible Spend made with all of those Participating HSBC Credit Cards /-i will be consolidated and not be viewed individually to meet the Eligible Spend Criteria in Table 2 above.

Whereas, all transactions on Eligible Spend made with all of those Participating HSBC Debit Cards/-i will be consolidated and not be viewed individually to meet the Eligible Spend Criteria in Table 3 above.

14. The tracking of the Eligible Spend and Eligible Spend Criteria is based on transaction dates (Malaysian time).

## **CASHBACK TERMS & CONDITIONS**

- 15. There is a maximum of RM334,800 Cashback (total of RM225,000 for Eligible Credit Cardholders and RM109,800 for Eligible Debit Cardholders) to be given out based on a first come, first served basis for this Promotion as per Table 4 below which is pooled together with the "HSBC Amanah Spice Up Your Life Promotion". HSBC Bank is the sole provider for all the Cashback in this Promotion.
- 16. The Cashback will be awarded to the **primary** Eligible Cardholder only. The maximum Cashback a primary Eligible Cardholder may receive under this Promotion is as follows:
  - (i) For Participating HSBC Credit Card/-i(s) cardholders, they may receive maximum one unit of RM200 or RM500 Cashback;
  - (ii) For Participating HSBC Debit Card/-i(s) cardholders, they may receive maximum one unit of RM200 or RM500 Cashback;

based on Promotion Tier (Table 2 & 3) throughout the Promotion Period, subject to the Cashback Allocation (Table 4) on a first come first served basis.

(hereinafter referred to as the "Cashback Capping").

## Table 4: Cashback Allocation ("Cashback Capping"):

Participating Cards	Promotion Tier	Maximum units of Cashback throughout Campaign Period	Maximum units of Cashback per month	Cashback per Unit (RM)	Maximum Cashback per Primary Eligible Cardholder (RM)	Total Cashback Allocation (RM)
Participating HSBC/HSBC Amanah Credit Card/-i	Tier 1	450	150	200	200	90,000
	Tier 2	270	90	500	500	135,000
Participating HSBC/HSBC Amanah Debit Card/-i	Tier 1	279	93	200	200	55,800
	Tier 2	108	36	500	500	54,000
	TOTAL	1,107	369			334,800

- 17. In the event the Cashback allocated for a specific Promotion Tier has not been fully given out, the unutilised Cashback will be forfeited.
  - i. For Participating HSBC/HSBC Amanah Credit Card/-i(s), in the event of a tie in transaction time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cashback. In the event the Eligible Spend amounts are the same, the Eligible Spend made by an Eligible Cardholder with the <u>highest card</u> type\_of Participating HSBC Credit Card/-i(s) will get the Cashback (For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Card/-i(s) ranking are in the following order: <u>HSBC Premier</u> Travel Credit Card being the highest card type. followed by HSBC Premier World MasterCard Credit Card, <u>HSBC Amanah Premier World MasterCard Credit Card -i, HSBC Awanah Premier World MasterCard Credit Card, HSBC Visa Platinum Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Amanah MPower Visa Platinum Credit Card-i,</u>
  - ii. For Participating HSBC / HSBC Amanah Debit Card/-i(s), in the event of a tie in transaction time, the Eligible Cardholder with the higher Eligible Spend amount will get the Cashback. In the event of a tie in Eligible Spend amount, the Eligible Cardholder with the highest number of Eligible Spend transactions will get the Cashback.
- 18. The Cashback will be credited within ten (10) to sixteen (16) weeks after the end of the Promotion Period into the primary Eligible Cardholder's Participating HSBC/HSBC Amanah Credit Card/-i(s) or HSBC/HSBC Amanah CASA-i linked to the Participating HSBC / HSBC Amanah Debit Card/-i(s) account with the highest Eligible Spend activities.

The primary Eligible Cardholders will receive a SMS notification once Cashback has been credited into the respective account, and this will be reflected in the HSBC/HSBC Amanah Credit Card/-i or HSBC/HSBC Amanah CASA-i linked to the Participating HSBC/ HSBC Amanah Debit Card/-i monthly statement.

# GENERAL TERMS & CONDITIONS

- 19. At the time of fulfilment of the Cashback during the Promotion Period, all the Participating HSBC Credit/ Debit Card/-i (s) MUST NOT be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise the Eligible Cardholder will be disqualified from participating or receiving the Cashback from this Promotion.
- 20. HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Cashback to any third party other than the Eligible Cardholders.
- 21. HSBC reserves the right to publish or display the name, last 4 digit of I dentification Card, picture and city of residence of the Eligible Cardholder who have been selected to receive the Cashback for this Promotion for advertising and publicity purposes. By participating in this Promotion, the selected Eligible Cardholder hereby consent to and agree that HSBC shall be at liberty to publish their names, last 4 digit of I dentification Card, pictures and city of residence without compensation for advertising and publicity purposes.
- 22. HSBC reserves the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 23. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - 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;
  - II. press advertisements;
  - III. notice in the Eligible Cardholder's credit card and/or HSBC/HSBC Amanah CASA/-i statement(s);
  - IV. displayatits 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.

- 24. 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/ debit card/--i (s) facilities by HSBC. The UTCs are available at <u>www.hsbc.com.my</u> and <u>www.hsbcamanah.com.my</u>. 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. Additional Debit Card information can be obtained via <u>https://www.paywithdebit.com.my</u>.
- 25. 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.
- 26. 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 da mages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
- 27. The 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.
- 28. 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 have been advised of the possibility of such loss or damage.
- 29. 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.
- 30. HSBC's decision on all matters relating to this Promotion shall be final and binding.