

**TERMS & CONDITIONS**  
**HSBC Cherish Moments Promotion (“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**” runs from **10 February 2023 to 30 April 2023**, both dates inclusive, comprising the following periods: -

**Table 1: Promotion Month**

Promotion Month	Promotion Dates
1	10 February 2023 – 28 February 2023
2	01 March 2023 – 31 March 2023
3	01 April 2023 – 30 April 2023

**Table 2: Promotion Week**

Promotion Week	Promotion Dates
1	10 February 2023 – 16 February 2023
2	17 February 2023 - 23 February 2023
3	24 February 2023 - 02 March 2023
4	03 March 2023 - 09 March 2023
5	10 March 2023 - 16 March 2023
6	17 March 2023 - 23 March 2023
7	24 March 2023 - 30 March 2023
8	31 March 2023 - 06 April 2023
9	07 April 2023 - 13 April 2023
10	14 April 2023 - 20 April 2023
11	21 April 2023 - 30 April 2023

**ELIGIBILITY**

3. This Promotion is open to primary and supplementary credit cardholders of the following Participating HSBC Credit Card/-i(s) as set out in Table 3 below who receive an SMS invitation from HSBC (“**Eligible Cardholders**”) to participate in this Promotion:

**Table 3: Participating HSBC Credit Card/-i(s)**

<b>HSBC Bank Credit Card</b>	<ul style="list-style-type: none"> <li>• HSBC Premier Travel Credit Card</li> <li>• HSBC Premier World MasterCard Credit Card</li> <li>• HSBC Advance Visa Platinum Credit Card</li> <li>• HSBC Visa Signature Credit Card</li> <li>• HSBC Platinum Mastercard Credit Card</li> <li>• HSBC Visa Platinum Credit Card</li> </ul>
<b>HSBC Amanah Credit Card-i</b>	<ul style="list-style-type: none"> <li>• HSBC Amanah Premier World MasterCard Credit Card-i,</li> <li>• HSBC Amanah MPower Platinum Credit Card-i</li> <li>• HSBC Amanah MPower Credit Card-i</li> </ul>

4. The following categories of persons are **not eligible** to participate in this Promotion:
  - a. Cardholder(s) of HSBC Credit Card/-i(s) that are not issued in Malaysia;
  - b. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and
  - c. Permanent and/or contract employees of HSBC Bank or HSBC Amanah.
5. The Eligible Cardholders whose 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 fulfilment of the Prizes will not be eligible to join and/or receive any Prizes under this Promotion.

## PROMOTION MECHANICS

### Monthly Prize:

6. The first five (5) Eligible Cardholders with the highest accumulated Eligible Spend with minimum spend of RM6,000 for each **Promotion Month** in a single or cumulative receipts/transactions (or equivalent in foreign currency) as per clause 8 below using their Participating HSBC Credit Card/-i(s) stands to receive Monthly Prize ("**Monthly Prize**") subject to the Monthly Prize Capping ("**Monthly Prize Capping**") as illustrated in Table 4 below and the terms and conditions herein.

**Table 4: Monthly Prize Capping**

Promotion Month	Promotion Dates	Monthly Prize(s)	Number of Units per Promotion Month	Minimum Eligible Spend Amount for each a Promotion Month
1	10 February 2023 – 28 February 2023	Making moments: Trip for two (2) to Japan	5	RM6,000
2	01 March 2023 – 31 March 2023	Capturing Moments: Samsung S23 Ultra	5	
3	01 April 2023 – 30 April 2023	Documenting moments: MacBook Pro 13 (256G)	5	

### Weekly Prize:

7. The first ten (10) Eligible Cardholders with the highest accumulated Eligible Spend for each **Promotion Week** in a single or cumulative receipts/transactions (or equivalent in foreign currency) as per clause 8 below using their Participating HSBC Credit Card/-i (s) stand to receive a maximum of one unit of RM300 cashback ("**Cash Back**"), subject to the Cash Back Capping in Table 5 below and the terms and conditions herein.

**Table 5: Cash Back Capping**

Promotion Week	Promotion Dates	Number of Cash Back Units per Promotion Week	Total Cash Back allocated for this Promotion (RM)	Maximum Cash Back per Eligible Cardholder throughout the Promotion Period (RM)
1	10 February 2023 – 16 February 2023	10	33,000	300
2	17 February 2023 - 23 February 2023	10		
3	24 February 2023 - 02 March 2023	10		
4	03 March 2023 - 09 March 2023	10		
5	10 March 2023 - 16 March 2023	10		
6	17 March 2023 - 23 March 2023	10		
7	24 March 2023 - 30 March 2023	10		
8	31 March 2023 - 06 April 2023	10		
9	07 April 2023 - 13 April 2023	10		
10	14 April 2023 - 20 April 2023	10		
11	21 April 2023 - 30 April 2023	10		

8. “**Eligible Spend**” for this Promotion are those transactions charged to any of the Eligible Cardholder’s Participating HSBC Credit Card/-i including the supplementary credit card(s) within the Promotion Period:
- Includes all online transactions, local and overseas retail transactions, 0% instalment plans; and
  - Excludes cash advances, Cash Instalment Plan, Balance Transfer Instalment, standing instructions/auto-billing, management fees, credit card/-i annual fees and credit card/-i service tax and insurance.
9. Both primary and supplementary/ies Participating HSBC Credit Card/-i spend will be taken into account to meet the Eligible Spend. 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 for this Promotion.
- Example: Cardholder A has an HSBC Premier World Mastercard Credit Card, an HSBC Platinum Credit Card and two (2) supplementary HSBC Platinum Credit Card. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card/-i will be consolidated to the primary credit card account and not be viewed individually to meet the respective Eligible Spend of this 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 this Promotion Period. HSBC shall not be held responsible for any late posting.
11. For avoidance of doubt, only the primary Eligible Cardholder stands to receive a maximum of one (1) unit of Monthly Prize and a maximum of one (1) unit of Weekly Prize throughout this Promotion.

## PRIZES

12. The Monthly Prize(s) and Cash Back are collectively referred to as the “Prizes”. The Prizes to be given out under this Promotion are pooled together with the HSBC Amanah Cherish Moments Promotion. HSBC Bank is the sole provider for all the Monthly Prize and Cash Back in this Promotion.
13. The following terms and conditions apply to all Prizes:
- The Prizes are not transferable and cannot be exchanged for cash, credit or in kind.
  - HSBC will not entertain any request from any Eligible Cardholders or any other person to fulfil the Prizes to any third party other than the Eligible Cardholders.
  - In the event of a tie in transaction time and/or amount for the last unit of the Prizes, the primary Eligible Cardholder with the higher-ranking card type of Participating HSBC Credit Card/-i will get the last unit of Prizes.

(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 World MasterCard Credit Card) & Customer B (holding HSBC Platinum Credit Card) have met the spend criteria of highest spend of RM10,000 per month in a single receipt/transaction at the same time & day, Customer A is eligible as the winner for the month.*

- If any Eligible Spend for the Promotion is disputed or alleged to be fraudulent, the Eligible Cardholder will be disqualified from receiving the Prizes for this Promotion.
14. The following terms and conditions apply to the **Monthly Prize**:
- The Monthly Prize will be awarded to the **primary** Eligible Cardholders only.
  - The Monthly Prize will be provided on an “as is” basis.
  - The Winner will receive SMS notification within six (6) to ten (10) weeks after the end of the Promotion Period, at the mobile numbers maintained in HSBC’s records, notifying them as the winner (“Winner(s)”).
  - The Monthly Prize will be couriered within ten (10) to twelve (12) weeks after the Promotion Period to the primary Eligible Cardholder’s address as maintained in HSBC records.
  - HSBC will provide the Monthly Prize in any colour that is available.
  - HSBC will not entertain any request to deliver the Monthly Prize to an overseas or third-party address, a P.O. Box address and/or an address other than that maintained in HSBC’s record. The Monthly Prize Winners with an overseas address shall nominate a proxy in Malaysia with a Malaysian address who will receive the Monthly Prize on behalf of them.
  - HSBC can substitute the Monthly Prize with any other item of similar value at any time with 3 days’ prior notice.
  - HSBC will not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Monthly Prize received in this Promotion.
  - 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.
  - The Monthly Prize does not include any accessories or item that are shown in the leaflet or website or any marketing materials, as they are for illustration purpose only.
  - All brands mentioned of the Monthly Prizes are not participants in or sponsors of this Promotion. All logos and trademarks of the brands are registered in the respective origin countries.
  - Any query or dispute on the usage or fitness for purpose of the Monthly Prize must be directed to and resolve directly with the respective brands.

- m. With regards to Making moments: Trip for two (2) to Japan with Apple Vacations Sdn.Bhd(“**Trip**”), the Trip offered by Apple Vacations Sdn.Bhd
  - (i) includes air ticket & accommodation
  - (ii) excludes travel insurance/takaful, visa application and fees, transportation to and from airport, transportation to and from accommodation locations, taxes, non-package scheduled transportation, meals, events, activities and services, hotel incidentals (e.g., phone, mini bar, laundry, room service etc), and other applicable service fees and charges and personal expenses;
  - (iii) and subjects to Apple Vacations Sdn. Bhd. terms and conditions

15. The following terms and conditions apply to the **Cash Back**:

- a. Both primary and supplementary/ies Participating HSBC Credit Card/-i spend will be taken into account to meet the Eligible Spend. 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 for this Promotion.

*Example: Cardholder A has an HSBC Premier World Mastercard Credit Card, an HSBC Platinum Credit Card and two (2) supplementary HSBC Platinum Credit Card. All transactions on Eligible Spend made with all of those Participating HSBC Credit Card/-i will be consolidated to the primary credit card account and not be viewed individually to meet the respective Eligible Spend of this Promotion.*

- b. The Cash Back will be credited into the primary Eligible Cardholder’s Participating HSBC Credit Card/-i(s) account within six (6) to twelve (12) weeks after each Promotion Week, which will be reflected in the Eligible Cardholders’ monthly credit card statement after the Cash Back has been credited.

#### GENERAL TERMS & CONDITIONS

16. HSBC reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days’ prior notice.

17. 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.

18. This Terms and Conditions are in addition and must be read together with the respective products(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.

The below terms also apply:

- a. HSBC Universal Terms and Conditions (“**UTCs**”) which is available at [www.hsbc.com](http://www.hsbc.com) and [www.hsbcamanah.com](http://www.hsbcamanah.com);
- b. HSBC Cardholder Agreement; and
- c. HSBC’s Notice Relating to the Personal Data Protection Act 2010.

19. HSBC shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.

20. The Eligible Cardholder shall be responsible for any applicable taxes.

21. HSBC’s decision on all matters relating to this Promotion shall be final and binding.