

TERMS & CONDITIONS
HSBC Premier Dining Cashback Campaign 2021

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 Premier Dining Cashback Campaign 2021 (“Promotion”) shall run from 15 November 2021 to 28 February 2022, both dates inclusive (“Promotion Period”).

ELIGIBILITY

3. This Promotion is open to the following primary and supplementary credit cardholders of HSBC: -
 - a. **HSBC Bank Credit Card(s)**: HSBC Premier Travel Credit Card and HSBC Premier World MasterCard Credit Card,
 - b. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah Premier World MasterCard Credit Card-i
(herein after referred to as 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’s definition at any time during the Promotion Period; and/or
- iii. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s)

(collectively, the “**Eligible Cardholder(s)**”).

ELIGIBLE SPEND CRITERIA

4. The Eligible Cardholders must spend a minimum of RM500 and above on eligible dining spend in a single receipt/transaction (or equivalent in foreign currency) using a Participating HSBC Credit Card/-i(s) during the Promotion Period (“**Eligible Spend**”):
5. Eligible Spend for the Promotion are:
 - a. Transactions on **Dining Category (as defined in Clause 6 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 Category;
 - c. **Excluding** all local and foreign currency transactions that do not match the prescribed Merchant Category Codes in Clause 6 below, cash advances, Cash Instalment Plan, Balance Transfer Instalment, standing instructions/auto-billing, interest charges, finance charges/management fees, credit card annual fees and credit card service tax

(the “**Eligible Spend**”).

6. Transactions on Dining Category are all transactions with the Merchant Category Codes of 5422, 5441, 5451, 5462, 5499, 5811, 5812, 5814:
7. Once the Eligible Cardholder satisfies the Eligible Spend Criteria as per Clause 4 above in any Participating Months as per Table 1 below, the Eligible Cardholder stand to receive a RM50 Cash Back (“Cash Back”), subject to availability of the Cash Back allocation for that Participating Month on a first come, first serve basis, and the terms and conditions herein.

Table (1): Participating Month(s) & Cash Back allocation

	Participating Month(s)	Cash Back Allocation (#)	Value of Cash Back (RM)
Month 1	15 November 2021 to 30 November 2021	1500	75,000
Month 2	1 December 2021 to 31 December 2021	1500	75,000
Month 3	1 January 2022 – 31 January 2022	1500	75,000
Month 4	1 February 2022 – 28 February 2022	1500	75,000
	Total	6000	300,000

8. Only the **primary Eligible Cardholder** stands to win the Cash Back 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.

Example: Cardholder A has a HSBC Premier Travel credit card, an HSBC Premier World MasterCard credit card and 2 supplementary HSBC Premier World MasterCard credit cards. All transactions on Eligible Spend made with all of those Participating HSBC/HSBC Amanah Credit Card/-i(s) will be consolidated and not be viewed individually for this Promotion.

9. The tracking of the Eligible Spend is based on transaction posting date in Malaysia.

CASH BACK CONDITIONS

10. 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 four (4) units of Cash Back worth a total of RM200 throughout the Promotion Period, capped at maximum of one (1) unit of Cash Back worth RM50 per Participating Month during the Promotion Period subject to the availability of the Cash Back for that Participating Month on a first come, first serve basis. There is a maximum value of RM300,000 in Cash Back allocation to be given out throughout the Promotion Period, which is pooled together with the HSBC Amanah Premier Dining Campaign 2021. HSBC Bank is the sole provider of all the Cash Back in these Campaigns.
11. The balance Cash Back allocated in the respective Participating Month that are not utilized (if any) will be brought forward to the next Participating Month throughout the Promotion Period.
12. The Cash Back will be credited within 6 weeks from the end of each Participating Month into the primary Eligible Cardholder's Participating HSBC Bank Credit Card/-i(s) account with the highest card type. *For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Cards/-i ranking are in the following order: HSBC Premier Travel Credit Card being the highest card type, followed by HSBC Premier World MasterCard Credit Card and HSBC Amanah Premier World MasterCard Credit Card-i.* Fulfilment of the Cash Back will be reflected in the credit card/-i statement that follows after the date of the crediting of the Cash Back.
13. At the time of fulfilment of the Cash Back, the Participating HSBC/HSBC Amanah Credit Card/-i(s) account **MUST NOT** be delinquent, and/or invalid or cancelled within HSBC's definition, otherwise they will be disqualified from participating or receiving the Cash Back from this Promotion.
14. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back value to the Eligible Cardholder's other or any third party's HSBC/HSBC Amanah Credit Card/-i(s) account.
15. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cash Back received in this Promotion.

General Terms and Conditions

16. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
17. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other Promotion materials advertising this Promotion.
18. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
 - a) 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; or
 - b) press advertisements; or
 - c) notice in the Eligible Cardholder's credit card/-i statement(s); or
 - d) display at its business premises; or
 - e) 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.

19. 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.
20. 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.
21. 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.
22. 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 or have been advised of the possibility of such loss or damage.
23. 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.
24. HSBC decision on all matters relating to this Promotion shall be final and binding.