

# TERMS & CONDITIONS FOR HSBC LIVE+ CREDIT CARD PROGRAMME

(EFFECTIVE 25 JUNE 2024)

## DEFINITION

1. "Bank" or "We" or "Our" or "Us" herein means HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)).
2. "Programme" means HSBC Live+ Credit Card Programme.
3. "Credit Card" means HSBC Live+ Credit Card issued in Malaysia.
4. "Cardholder(s)" or "You" or "Your" herein means all primary and/or supplementary cardholders of HSBC Credit Card excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Credit Cards that are not issued in Malaysia;
  - b. Cardholder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent;
  - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
5. "Cashback" means Base Cashback and Bonus Cashback earned on Eligible Spend collectively.
6. "Base Cashback" means 0.2% cashback on domestic spend transacted in local currency and 0.5% cashback for overseas spend transacted in foreign currency, subject to the exclusion list under Clause 14.
7. "Bonus Cashback" means up to 8% cashback on Dining, Entertainment and Shopping Spend Categories in accordance with respective minimum spend as stated in Table 1 below. For avoidance of doubt, the Base Cashback forms part of the Bonus Cashback.
8. "Monthly Capping" means the maximum amount of cashback to be awarded to You in each statement month as described in Table 1 below.
9. "Eligible Spend" means the eligible transactions successfully posted to Your HSBC Credit Card, subject to the exclusion list under Clause 15. For avoidance of doubt, Eligible Spend includes Dining, Entertainment and Shopping Spend Categories.
10. "Merchant Category Code" or "MCC" means the code assigned by the respective acquiring bank to identify the type of business or service the company offers.

## A. CASHBACK

11. You will receive Base Cashback for every Eligible Spend on Your HSBC Credit Card (or equivalent in foreign currency) as illustrated in Table 1 below, except for transactions listed in Clause 14.
12. There is no minimum spending requirement and no capping on Base Cashback.
13. You may also receive Bonus Cashback on the following spend categories (which correspond with MCC defined in Table 2 below) capped at RM30 each, subject to the Monthly Eligible Spend requirement as illustrated in Table 1 below:
  - a. Dining
  - b. Shopping
  - c. Entertainment
 (collectively, “Spend Category(ies)”).

**Table 1: Illustration of cashback earned**

Monthly Eligible Spend (per statement month)	Dining	Shopping	Entertainment	Other Domestic Spend (No minimum spend)	Other Overseas Spend (No minimum spend)
<b>Cashback Type</b>	<b>Bonus Cashback</b>	<b>Bonus Cashback</b>	<b>Bonus Cashback</b>	<b>Base Cashback</b>	<b>Base Cashback</b>
Minimum spend <b>RM1,000</b>	1%	1%	1%	0.2%	0.5%
Minimum spend <b>RM2,500</b>	2%	2%	2%	0.2%	0.5%
Minimum spend <b>RM5,000 &amp; above</b>	8%*	8%*	8%*	0.2%	0.5%
<b>Monthly Capping</b>	<b>RM30</b>	<b>RM30</b>	<b>RM30</b>	<b>Unlimited</b>	<b>Unlimited</b>

**\*NOTE:**

The 8% Cashback for minimum Monthly Eligible Spend of RM5,000 and above comprise the following:

- a. 5% Cashback on Spend Categories; and
- b. an additional 3% Cashback on Spend Categories until 31 December 2024 [subject to further extension (if any)].

**Table 2: Definition of Spend Category for Bonus Cashback**

Spend Category	Merchant Category Code (MCC)	Description	Examples
<b>Dining</b>	<ul style="list-style-type: none"> <li>▪ Restaurants &amp; eating place: 5812.</li> <li>▪ Fast-food restaurants: 5814</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transactions made in restaurants, eating place or fast-food restaurant which registered under the listed “Dining” MCCs.</li> <li>▪ <b>Excludes</b> all food delivery services such as Grab Food, Foodpanda, ShopeeFood etc.</li> </ul>	Madam Kwans, Sushi Zanmai, Kenny Hills Bakers, Nandos, Hai Di Lao, KFC, Pizza Hut, and other merchants fall under “Dining” MCCs

Spend Category	Merchant Category Code (MCC)	Description	Examples
<b>Shopping</b>	<ul style="list-style-type: none"> <li>▪ Departmental store: 5311</li> <li>▪ Clothing Stores: 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5691, 5699</li> <li>▪ Sporting Goods: 5941</li> <li>▪ Luggage Stores: 5948</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transactions made in departmental store, clothing stores, sporting goods store or luggage stores which registered under the listed "Shopping" MCCs.</li> <li>▪ <b>Includes</b> online spend provided the registered MCC of merchant's online store falls under the listed "Shopping" MCC.</li> </ul>	ZARA, H&M, Uniqlo, Louis Vuiton, Parkson, Isetan, Aeon, Lululemon, Decathlon, Nike, Lovisa, Tumi, Babyland, JD Sports, Braun Buffel and other merchants fall under "Shopping" MCCs
<b>Entertainment</b>	<ul style="list-style-type: none"> <li>▪ Cable, Satellite, Television or Radio services: 4899</li> <li>▪ Record Stores: 5735</li> <li>▪ Digital Subscription: 5815</li> <li>▪ Cinema: 7832</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transactions made in record stores, cinema, digital subscription or purchase of cable, satellite, television, or radio services which registered under the listed "Entertainment" MCC.</li> </ul>	TGV Cinema, Disney Plus Hotstar, GSC Cinema, Spotify, Youtube Member, Netflix, and other merchants fall under "Entertainment" MCCs

## **B. EXCLUSION FOR BASE CASHBACK AND MONTHLY ELIGIBLE SPEND CALCULATION**

14. The following transactions will NOT be awarded with Base Cashback.

**Table 3: Exclusion for Base Cashback**

<b>Fees and charges</b>	This refers to any fees and charges as per the Bank's Tariff and Charges. <i>Example: Late Payment Fee, Annual Fee and Cash Advance Fee</i>
<b>Applicable taxes</b>	This refers to any taxes imposed by Malaysia government. <i>Example: Sales and Service Tax</i>
<b>Instalment plans</b>	This refers to any instalment plans provided by the Bank from time to time. <i>Example: Card Instalment Plan, Cash Instalment Plan, Balance Transfer Instalment Plan, Balance Conversion Plan, Auto Balance Conversion</i>
<b>Others</b>	This refers to any other non-retail transactions not listed above. <i>Example: JomPay, FPX transactions, Cash Advance</i>
<b>Petrol</b>	This refers to any merchants fall under MCC 5541 & 5542
<b>Government services</b>	This refers to any merchants fall under MCC 9211, 9222, 9223, 9311, 9399,

	9402 & 9405
<b>Charitable organisation</b>	This refers to any merchants fall under MCC 8398, 8641, 8651 & 8661
<b>Quasi Cash</b>	This refers to any merchants fall under MCC 6050 and 6051
<b>Education</b>	This refers to any merchants fall under MCC 8211, 8220, 8241, 8244, 8249 & 8299
<b>eWallet Top Up</b>	This refers to any merchants fall under MCC 6540
<b>Utilities</b>	This refers to any merchants fall under MCC 4900
<b>Financial Services</b>	This refers to any merchants fall under MCC 6010
<b>Insurance</b>	This refers to any merchants fall under MCC 6300

Note: MCC listed above is subject to Clause 17 (v). It may be changed from time to time.

15. Monthly Eligible Spend excludes the following transactions:

- a. Fees and charges as per the Bank's Tariff and Charges and applicable tax, if any; and/or
- b. Cash Advance, Balance Transfer Instalment, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, JomPay transactions and FPX transactions; and/or
- c. Government related transactions, charitable/non-profitable organization related transactions, Quasi-cash transactions (including but not limited to transactions relating to money orders, traveler's checks, gaming related transactions, lottery tickets and gambling); and/or
- d. Any unposted, cancelled, disputed and refunded transactions.

### C. ILLUSTRATION OF CASHBACK EARNED

16. (i) If You accumulated a Monthly Eligible Spend of RM5,000 with Your HSBC Credit Card in a statement month:-

Eligible Spend	Spend Amount (RM)	Base Cashback (RM)	Bonus Cashback (RM)	Total Cashback (RM)
Dining	1,000	$1,000 \times 0.2\% = \text{RM}2$	$1000 \times 7.8\% = \text{RM}78$ (Capped at <b>RM30</b> )	<b>32</b>
Cinema	400	$400 \times 0.2\% = \text{RM}0.80$	$400 \times 7.8\% = \text{RM}31.20$ (Capped at <b>RM30</b> )	<b>30.80</b>
Shopping (Zara)	600	$600 \times 0.2\% = \text{RM}1.20$	$600 \times 7.8\% = \text{RM}46.80$ (Capped at <b>RM30</b> )	<b>31.20</b>
Hotel in UK (in GBP currency)	Equivalent to RM2,000	$2,000 \times 0.5\% = \text{RM}10$	-	<b>10</b>
eWallet Top Up	1,000	-	-	-
<b>Monthly Eligible Spend (RM)</b>	<b>5,000</b>	<b>Total Cashback Earned (RM)</b>		<b>104</b>

- (ii) If You accumulated a Monthly Eligible Spend of RM970 with Your HSBC Credit Card in a statement month:-

Eligible Spend	Spend Amount (RM)	Base Cashback (RM)	Bonus Cashback (RM)	Total Cashback(RM)
Dining	500	$500 \times 0.2\% = \text{RM}1.00$	(No Bonus Cashback due to spend below RM1,000)	<b>1.00</b>
Netflix Subscription	150	$150 \times 0.2\% = \text{RM}0.30$	(No Bonus Cashback due to spend below RM1,000)	<b>0.30</b>
Shopping (Zara)	250	$250 \times 0.2\% = \text{RM}0.50$	(No Bonus Cashback due to spend below RM1,000)	<b>0.50</b>
Food Delivery	20	$20 \times 0.2\% = \text{RM}0.04$	-	<b>0.04</b>
eWallet Top Up	50	-	-	-
<b>Monthly Eligible Spend (RM)</b>	<b>970</b>	<b>Total Cashback Earned (RM)</b>		<b>1.84</b>

17. The following are the terms and conditions in relation to the Cashback:-

- (i) For clarity, Cashback will be awarded based on the Eligible Spend posting date (Malaysia time) and rounded down to the nearest sen (in Ringgit Malaysia).
- (ii) All Eligible Spend are calculated based **on total consolidated (primary and supplementary/ies) spending per statement month** for the respective categories. All Eligible Spend on Your HSBC Credit Card made by the primary Cardholder and/or his/her supplementary/ies cardholder(s) will be consolidated and will not be viewed individually in meeting the Cashback Monthly Capping.
- (iii) Only the primary Cardholders will receive the Cashback in this Programme. The Cashback will be credited into the primary Cardholder's HSBC Credit Card account **within 6 weeks** after the end of each statement

month and will be reflected in the following month's HSBC Credit Card statement as "**Base Cashback Credit**" and "**Bonus Cashback**".

- (iv) In case of the refund, Cashback awarded to you will be deducted from Your credit card account.
- (v) The assignment of Merchant Category Code (MCC) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC. Please take note that HSBC is not responsible for such discrepancies which are beyond HSBC's control.
- (vi) We reserve the right to substitute the Cashback with any other item of similar value at any time with 3 days prior notice to You.
- (vii) We will not entertain any request from You or any other person to credit the Cashback to Your other accounts or to any other third party's account.

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

18. We reserve the right to amend these Terms and Conditions or terminate this Programme, if necessary, with 3 days' prior notice.
19. We may communicate to You in relation to this Programme via:
  - i. via electronic means;
  - ii. press advertisements;
  - iii. notice in the 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.
20. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Programme. In the event of inconsistency, these terms shall prevail in relation to this Programme.
21. The below terms also apply:
  - i. HSBC Bank Universal Terms and Conditions ("UTCs") which is available at [www.hsbc.com.my](http://www.hsbc.com.my);
  - ii. HSBC Bank Cardholder Agreements;
  - iii. PDPA Notice.
22. We shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
23. To the fullest extent permitted by law, we expressly exclude and disclaim 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 Merchants and eWallets in this Programme.
24. You shall be responsible for any applicable taxes.
25. Our decision on all matters relating to this Programme shall be final and binding.