

TERMS & CONDITIONS FOR HSBC PREMIER TRAVEL MASTERCARD® CREDIT CARD
EFFECTIVE 1 JANUARY 2019

DEFINITION

1. "HSBC" refers to HSBC Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Premier Travel Mastercard Credit Card Programme.
3. "Eligible Cardholders" refers to all primary and/or supplementary cardholders of a HSBC Premier Travel Mastercard Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Premier Travel Mastercard Credit Cards that are not issued in Malaysia; and/or
 - b. Cardholder(s) of invalid or cancelled HSBC Premier Travel Mastercard Credit Cards and/or whose accounts are delinquent within HSBC's definition;
 - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "HSBC Credit Card" or "HSBC PTC" refers to a HSBC Premier Travel Mastercard Credit Card issued in Malaysia.
5. "Air Miles" refers to HSBC Air Miles earned through the use of a HSBC PTC for transactions charged and posted to the Eligible Cardholder's credit card account.
6. "Eligible Spend" collectively refers to transactions eligible for Air Miles earning as defined in Clauses 10 and 21.
7. "Air Miles Cap" refers to the maximum Air Miles to be awarded per Eligible Cardholder's HSBC Credit Card account, per calendar month.
8. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service the company offers.
9. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
10. "Posting Date" refers to the date the transaction is charged to the credit card and may be a few days later than the actual transaction date.
11. "Eligible Transaction" refers to airline ticket(s) purchase of RM2,500 and above, based on airline categories that correspond with any Merchant Category Code within the range of 3000 to 3350 and 4511 and 4722 as per HSBC's system.
12. "Grab Promo Code" refers to the complimentary RM80 Grab promotional code when Eligible Cardholders meet the Eligible Transaction, as defined in Clause 11 above.

PROGRAMME

13. This Programme consists of the following privileges:
 - a. [Air Miles](#)
 - b. [Complimentary Airport Lounge](#)
 - c. [Complimentary Global Preferred Wi-Fi](#)
 - d. [Agoda Offer](#)
 - e. [Expedia Offer](#)
 - f. [Complimentary Grab Ride](#)
14. The privileges extended to Eligible Cardholders are reviewed on a periodic basis and may be substituted, changed and/or withdrawn by HSBC with 3 days prior notice.

15. The privileges under this Programme are for all primary Eligible Cardholders. Supplementary Eligible Cardholders may participate or enjoy the privileges of the following:
- Section C ([Complimentary Global Preferred Wi-Fi](#))
 - Section D ([Agoda Offer](#))
 - Section E ([Expedia Offer](#))

A. AIR MILES

16. Eligible Cardholders who spend using their HSBC PTC will earn Air Miles on each transaction except listed below:
- Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
 - Cash Advance, Balance Transfer, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Internet Banking, JomPay transactions, and FPX transactions; and/or
 - Transactions at the petrol stations, government related transactions, charitable/non-profitable organisation related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets); which correspond with Merchant Category Code, listed below:

Category	Merchant Category Code ("MCC")
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661
Quasi Cash Transactions	6050, 6051

17. Eligible Cardholders will earn Air Miles for below category of spend:
- 1.1x Air Miles for every RM1.00 overseas spend in foreign currency as defined in Clause 20 below; and/or
 - 1x Air Miles for every RM4.00 local spend as defined in Clause 21 below.
18. For clarity, Air Miles will be awarded based on transaction posted to the Eligible Cardholder's HSBC Credit Card account and rounded down to the nearest Ringgit.

For example:

Eligible Cardholder spends RM1,133.52 overseas. Air Miles earned will be calculated and rounded down:

$RM1,133.52 \times 1.1 = 1,246.872$, which will be rounded down to 1,246 Air Miles

19. Each category of spend is subject to Air Miles Cap as follows:
- Overseas spend: 20,000 Air Miles
 - Local spend: 30,000 Air Miles
20. Eligible Spend for Overseas Spend are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account; and
 - Includes** overseas spend made in foreign currency outside Malaysia, and online transactions in foreign currency; and

- c. **Excludes** those stated in Clause 16 above, all local spend, insurance, and utility payments (refers to Clause 24 on MCC).

21. Eligible Spend for Local Spend are those that:

- a. Are posted to the Eligible Cardholder’s HSBC Credit Card account; and
- b. **Includes** all local spend made within Malaysia, including online transactions in local currency; and
- c. **Excludes** those stated in Clause 16 above, insurance, and utility payments.

22. The tracking of the Eligible Spend is based on posting date (Malaysian Time).

23. Air Miles will only be awarded for Local Spend of RM4 and above. If the Local Spend is below RM4.00, Air Miles will not be awarded.

24. For clarity, no Air Miles will be awarded for spend on insurance and utility payments as defined by following Merchant Category Codes:

Category	Merchant Category Code (“MCC”)
Insurance	5960, 5968, 6300
Utility Payments	4784, 4813, 4814, 4816, 4899, 4900

25. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per calendar month for the respective categories. All Eligible Spend on the HSBC Credit Card made by the primary Eligible Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Air Miles Cap.

26. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) 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 and MID. In the event that Additional Reward Points are not credited to the Eligible Cardholder’s HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC shall not be held responsible for such discrepancies which are beyond HSBC’s control.

EXAMPLES:

Example 1:

Cardholder A spent RM2,500 with his HSBC PTC for the month of November 2019 as illustrated in the table below. Total Air Miles earned is 2,070.

Posting Date	Spend Particulars	Spend Amount (RM)	Denominator	Air Miles Earned
2 Nov 2018	St. Regis Hotel, Singapore	1,200	1.1x	1320
15 Nov 2018	Shopping at The Curve, Mutiara Damansara	800	0.25x	200
27 Nov 2018	Charles & Keith, Singapore	500	1.1x	550
Total Spend		2,500		
Total Air Miles Earned				2,070

Example 2:

Eligible Cardholder B spent RM1,899.89 with his HSBC PTC for the month of November 2019 as illustrated in the table below. Total Air Miles earned is 1,702.

Posting Date	Spend Particulars	Spend Amount (RM)	Denominator	Air Miles Earned
2 Nov 2018	Hong Kong Disneyland, Hong Kong	1,444.99	1.1x	<u>1,589</u> (Round down from 1,589.489)
15 Nov 2018	Shopping at KLCC, Kuala Lumpur	454.90	0.25x	<u>113</u> (Round down from 113.725)
Total Spend		1,899.89		
Total Air Miles earned				1,702

27. The Air Miles will only be credited to the primary Eligible Cardholders' HSBC PTC account and reflected in the statement in the month following the credit.
28. Primary Eligible Cardholders may redeem their Air Miles for the participating frequent flyer miles, items and vouchers listed on the HSBC Premier Travel Rewards catalogue available at www.hsbc.com.my/rewards.
29. The Eligible Cardholder's HSBC PTC must be in good standing at all times and **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme and/or from earning Air Miles.
30. The Air Miles earned cannot be exchanged for cash or credit.
31. HSBC will not entertain requests to credit the Air Miles into any other HSBC credit card account; nor are Eligible Cardholders allowed to transfer or sell their Air Miles to any person.
32. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or usage of flight(s), stay(s) and/or item(s) redeemed with the Air Miles awarded under this Programme.
33. HSBC reserves the right, at its absolute discretion, in the allocation of the Air Miles to the Eligible Cardholders.
34. The Air Miles are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC PTC monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Air Miles.
35. Once the Air Miles have been redeemed and are reflected in the airline frequent flyer programme, HSBC bears no liability and all queries thereafter should be directed to the respective airline. HSBC is not responsible for the actions of the airlines in connection with its frequent flyer programme.

B. COMPLIMENTARY AIRPORT LOUNGE

36. Primary Eligible Cardholders are entitled to enjoy 12 complimentary visits per calendar year to LoungeKey Lounges globally ("Lounges") as listed in the LoungeKey website at <https://www.loungekey.com/MYHSBCPremierTravel> or in the LoungeKey mobile app.

37. The complimentary visits come with usage of the facilities available at the respective Lounges, which may include food & beverages, seating area, internet access, international newspapers and magazines, international TV channels and flight information. The facilities provided at each Lounge are at the respective service provider's sole discretion.
38. Once a Primary Eligible Cardholder has utilised all 12 complimentary visits in a calendar year, the Primary Eligible Cardholder will be charged for his/her 13th and subsequent visits to the Lounges. The minimum charge for a Lounge visit is USD27 and it may vary among the different Lounges. The charges are set by the respective service providers and are subject to changes at their sole discretion.
39. Each Lounge has its own restrictions on the length of time that a Primary Eligible Cardholder may stay. This is determined by the Lounge at the respective service provider's discretion. For more information on the policy for a particular Lounge, please visit <https://www.loungekey.com/MYHSBCPremierTravel>.
40. The Primary Eligible Cardholder's admission to any Lounge is subject to the presentation of their HSBC PTC and personal identification upon arrival at the reception of the said Lounge and availability of space in the Lounge.
41. The Primary Eligible Cardholder must inform the frontline staff at the Lounge that they wish to enter the Lounge using the LoungeKey programme. The LoungeKey programme will be available to the Primary Eligible Cardholder 30 days after card activation date.
42. For admission, the frontline staff at the Lounge will verify eligibility to enter the Lounge by swiping the HSBC PTC and then recording the visit through a card reader, or into a secure system. The frontline staff will also enter the number of guest(s) (if any) accompanying the Primary Eligible Cardholder and if requested, the Primary Eligible Cardholder must sign the card reader screen, which will reflect the number of accompanying guest(s), if any.
43. Complimentary visits are only applicable for Primary cardholders. A minimum fee of USD27 will be charged for supplementary cardholder(s) and each guest(s) accompanying the Eligible Cardholder for access into the said Lounge. The fee is set by the respective Lounge service providers at their sole discretion.
44. Children may or may not be allowed access to the Lounges and the charges for such visits vary among the Lounges. Primary Eligible Cardholders are advised to check the individual Lounge terms and conditions on the LoungeKey website before travelling.
45. Payment for any accompanying guest(s) and/or children must be settled by the Primary Eligible Cardholder at the point of admission into the Lounge with their HSBC PTC.
46. There is no restriction as to the number of accompanying guest(s) so long as the payment conditions are met.
47. Admission into a Lounge is subject to guest policies of the individual Lounge, which if not followed, the Primary Eligible Cardholder and/or any accompanying guest(s) or children may be requested to vacate the Lounge.
48. These complimentary visits are not transferable and cannot be exchanged for cash, credit or in kind.
49. These complimentary visits do not include any accessories or items shown in any promotional and/or communication materials, as they are for illustration purposes only.
50. The Eligible Cardholder shall indemnify and hold HSBC harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including legal fees) for injury to or death of any person and/or damage to or destruction of any property arising out of his/her use, and/or any accompanying guests(s) and/or children of this complimentary visit to any Lounge.

51. HSBC does not guarantee or give any warranty as to the quality of, or the number of facilities and/or services provided at any Lounge and shall not be liable for any deficiency, delay or imperfection of such facility and/or service or for any mishaps, injuries or accidents that may occur from any visit to the Lounges under this Programme.
52. HSBC shall not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and the respective Lounge service provider on matters concerning their visit to any Lounge such as admission into the Lounges, provision and use of facilities and/or services in the Lounges, any charges for subsequent visits, extended Lounge visits, or charges for the accompanying guest(s).

C. COMPLIMENTARY GLOBAL PREFERRED WI-FI

53. Eligible Cardholders may enjoy complimentary, worldwide Wi-Fi hotspot access offered by Boingo that allows unlimited access to over 1 million hotspots up to 4 devices by using their HSBC PTC.
54. Available hotspots in Boingo's network are subject to change at any time and there is no guarantee of participating locations or services. A current listing of locations can be found at <http://wifi.boingo.com>.
55. In order to access any Boingo Wi-Fi hotspot, Eligible Cardholders will need to create an account with Boingo at <https://hsbcmymy.boingo.com>.
56. Enrollment in Boingo is limited to Eligible Cardholders of HSBC PTC.
57. Eligible Cardholders will be required to provide their HSBC PTC number and other personal details to register for an account with Boingo. There will be no charges for registration with Boingo unless Boingo determines a nominal authorization is required for validation purposes.
58. Eligible Cardholders will be required to provide their personal data directly to Boingo, and accept Boingo's terms and conditions before a Boingo account can be created. HSBC shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Boingo.
59. Upon successful registration, Eligible Cardholders will be prompted to download the Boingo Wi-Finder application software and Boingo shall send the registered Eligible Cardholder a welcome e-mail.
60. HSBC is not responsible for and does not guarantee the quality, security, coverage and/or availability of Boingo's network of Wi-Fi hotspots or partners, and the Eligible Cardholder agrees that use of the Boingo Wi-Fi network is at the Eligible Cardholder's own risk.
61. This complimentary Wi-Fi is subject to Boingo's terms & conditions and is non-transferable. If there is a breach of any of Boingo's terms and conditions, Boingo reserves the right to suspend and/or terminate the Eligible Cardholder's Boingo Mastercard Rewards account at their discretion.
62. By downloading the Boingo Wi-Finder app, the Eligible Cardholder gives Boingo permission to access the Eligible Cardholder's locations.

D. AGODA OFFER

63. Eligible Cardholders can enjoy 7% discount for hotel bookings made through <http://www.agoda.com/hsbcmymy> using their HSBC PTC. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.

64. This Agoda Offer is applicable only to hotels with pre-paid room types that have the “Promotion Eligible” flag. “Pay at hotel” room types are not eligible for this Agoda Offer.
65. The 7% discount is applicable to hotel room charges only, and excludes local taxes, service fees and any other additional charges.
66. The 7% discount shall be applicable to the total amount regardless of the number of rooms or nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
67. The hotel room bookings are subject to availability on Agoda.
68. This Agoda Offer cannot be exchanged for cash or other products or services.
69. The 7% discount will be reflected only when the booking is confirmed after the HSBC PTC details are entered and pre-paid hotel option is selected. Once the hotel booking is made, the final amount will be charged to the HSBC PTC.
70. The Eligible Cardholder will need to present their HSBC PTC upon arrival at the hotel.
71. HSBC will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Agoda on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Agoda and/or the hotels.

E. EXPEDIA OFFER

72. Eligible Cardholders can enjoy 10% discount for hotel bookings made through <http://www.expedia.com.my/HSBCPremier> using their HSBC PTC. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
73. The Eligible Cardholder must first register for an Expedia account with their HSBC PTC or link their existing Expedia account to their HSBC PTC, at <http://www.expedia.com.my/HSBCPremier>
74. To enjoy this Expedia Offer, the Eligible Cardholder must go to the website above and key in their HSBC PTC number when a booking is made to enable a coupon code to appear at checkout. This coupon must be selected before payment is charged to the HSBC PTC.
75. The 10% discount is applicable to hotel room charges only, and excludes any taxes, applicable fees or additional costs.
76. The 10% discount shall be applicable to the total amount on one (1) room only regardless the number of nights of stay reserved as there is no set minimum or maximum number of nights of stay required.
77. The hotel room bookings are subject to availability on Expedia.
78. The coupon can only be used for bookings within the next 12 months. If a booking is made for a stay beyond the 12 months period, the coupon cannot be used.
79. This Expedia Offer cannot be used with any other discount vouchers, promotions, discounted items and fixed-price items, unless specified.
80. This Expedia Offer is not transferable and cannot be exchanged for cash or other products or services.
81. Other restrictions by Expedia may apply and Eligible Cardholders should always refer to the booking conditions set by Expedia on their website.
82. Eligible Cardholders will also enjoy a complimentary +Gold status from Expedia once they register for an Expedia account with their HSBC PTC or link their existing Expedia account to their HSBC

PTC at <http://www.expedia.com.my/HSBCPremier>. The +Gold status is valid for a period of 12 months from the date of registration.

83. The +Gold status allows Eligible Cardholders to enjoy exclusive additional privileges as stated on <https://www.expedia.com.my/rewards/gold> and is subject to Expedia's sole discretion.
84. HSBC will not be liable to the Eligible Cardholders for any disputes between the Eligible Cardholder and Expedia on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Expedia and/or the hotels.

F. COMPLIMENTARY GRAB RIDE

85. The Eligible Cardholder will receive the Grab Promo Code via SMS which is sent to his/her mobile number and/or in an email to his/her email address, both of which must be in HSBC's records after the Eligible Cardholder makes an Eligible Transaction.
86. The Eligible Cardholder will receive the Grab Promo Code within 14 days of the Eligible Transaction getting posted to the Eligible Cardholder's HSBC PTC account.
87. The Eligible Cardholder will receive only one (1) Grab Promo Code per day, irrespective of the number of Eligible Transactions made by the Eligible Cardholder on the same day, and will be based on the posting date of the Eligible Transactions.
88. The minimum Eligible Transaction amount is RM2,500, irrespective of the number of airline ticket(s) purchased.
89. In order to utilise the Grab Promo Code, the Eligible Cardholder must first download the Grab App and sign up with Grab by providing their HSBC PTC information. Thereafter, the Eligible Cardholder must enter the Grab Promo Code on the Grab App under "Promo", before requesting for a ride.
90. The Grab Promo Code will be applied on the Eligible Cardholder's next Grab ride in Malaysia only, provided that the ride is charged to the HSBC PTC.
91. The Grab Promo Code is valid for all fleet types except GrabLuxe.
92. The expiry date of the Grab Promo Code will be stated in the same Short Message Service (SMS) in which the Eligible Cardholder receives the code.
93. The Grab Promo Code can only be used once whether or not the RM80 amount is fully utilised. Any unused portion of the Grab Promo Code will be forfeited and cannot be used for future Grab rides.
94. If the cost of the Grab ride exceeds the Grab Promo Code value, the balance will be charged to the Eligible Cardholder's HSBC PTC.
95. The Grab Promo Code cannot be redeemed for cash.
96. The Grab Promo Code can only be used for Grab Car services and cannot be combined or used in conjunction with any other codes, vouchers or promotional offers.
97. The Grab Promo Code will only be applied when the Eligible Cardholder uses his/her own Grab account to request for the Grab ride. If the Eligible Cardholder's Grab account was not used to request the Grab ride, then the Grab Promo Code will not be valid and cannot be used.
98. The Grab service is subject to separate terms and conditions set by Grab. These terms and conditions can be found on <https://www.grab.com/my>.
99. Eligible Transactions are fully dependent on the list of appropriate merchant codes that correspond with the airline category. There may be airlines which have merchant codes that do

not correspond to the airline category. In such cases, these purchases will not be identified as an airline transaction and will not be considered as an Eligible Transaction regardless of the amount of the transaction. In addition, if the transaction is submitted through agents, third party payment accounts, mobile or online wallets, mobile or wireless card readers, or similar methods and/or if the merchant code is not passed on to HSBC, such transactions will not be considered as Eligible Transactions.

100. HSBC will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Grab on matters relating to Grab's provision of its service to the Eligible Cardholder. These disputes should be resolved directly with Grab.

GENERAL TERMS & CONDITIONS

101. HSBC reserves the right at its absolute discretion to amend, delete or add to these terms and conditions from time to time with 3 days prior notice.

102. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.

103. HSBC reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.

104. In no event will HSBC be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

105. 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 this Programme.

106. HSBC may use any of the following modes to communicate notices in relation to this Programme 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 the HSBC's records;
- (ii) press advertisements;
- (iii) notice in the Eligible Cardholder's composite 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 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.

107. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Programme.

108. The existing terms and conditions applicable to the products and propositions referred to in this Programme are available at www.hsbc.com.my as follows:

Universal Terms & Conditions of HSBC:

- (i) Generic Terms & Conditions;
- (ii) Specific Terms & Conditions for HSBC Premier;
- (iii) Specific Terms & Conditions for Retail Banking & Wealth Management; and

(iv) Cardholder Agreement.

109. The Eligible Cardholder is reminded that he/she will be responsible for all applicable government taxes or levies relating to the privileges and/or the Programme (if applicable). 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. HSBC's decision on all matters relating to this Programme will be final and binding.