

TERMS AND CONDITIONS FOR HSBC SMARTPRIVILEGES

EFFECTIVE 1 JANUARY 2022

1. **DEFINITION** “HSBC Bank” refers to HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) and “HSBC Amanah” refers to HSBC Amanah Bank Malaysia Berhad (Company No. 200801006421 (807705-X)) and collectively referred as “HSBC”;
2. “HSBC Credit Cards” refers to HSBC Premier Travel Credit Card, HSBC/HSBC Amanah Premier World Mastercard Credit Card/-i, HSBC Visa Signature Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Platinum/HSBC Amanah MPower Platinum Credit Card/-i and HSBC Amanah MPower Credit Card/-i; and
3. “HSBC Debit Cards” refers to HSBC/HSBC Amanah Premier Visa Debit Card-i, HSBC/HSBC Amanah Advance Visa Debit Card/-i and HSBC/HSBC Amanah Visa Debit Card/-i, where (2) and (3) are issued by HSBC Bank/HSBC Amanah.

ELIGIBILITY

4. HSBC SmartPrivileges are available to all holders of HSBC/HSBC Amanah Credit Cards/-i and HSBC/HSBC Amanah Debit Cards/-i [“Cardholder(s)”].
5. All payments must be made with HSBC/HSBC Amanah Credit Cards/-i or HSBC/HSBC Amanah Debit Cards/-i to enjoy the offers from the HSBC SmartPrivileges for shopping, dining, health & beauty, travel and hotel [“the Offer(s)”]. Prior reservation is to be made for dining, hotel & golf offers or as indicated in the respective offers.

REWARD POINTS FOR THE OFFERS

6. There are no reward points awarded for purchases made via HSBC Debit Cards and HSBC Amanah Credit Cards.
7. The Reward Points or Airmiles (where applicable) given out under HSBC SmartPrivileges for purchases made on HSBC Bank Credit Cards are subjected to the [Terms and Conditions for HSBC Rewards](#) and [Terms and Conditions for HSBC Premier Travel Rewards Programme 2021](#).
8. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points or Airmiles to the Cardholders.

GENERAL TERMS AND CONDITIONS

9. The Offers are available at sp.hsbc.com.my.
10. These Offers cannot be exchanged for cash or other products, unless otherwise specified.
11. HSBC gives no representation or warranty with respect to any goods or services provided under HSBC SmartPrivileges. In particular, HSBC gives no warranty with respect to the quality of goods or services redeemed or their suitability for any purpose. Notwithstanding any provisions to the contrary

herein contained, any dispute concerning goods or services received under HSBC SmartPrivileges shall be settled between the Cardholder and the participating merchant/ supplier/establishment involved. HSBC will bear no responsibility for resolving such disputes or for the dispute itself.

12. The Offers are subject to the Terms and Conditions of the respective merchants/establishments.
13. In the case of any dispute relating to HSBC SmartPrivileges, the decision of HSBC shall be final.
14. All Offers for goods and services featured in the HSBC SmartPrivileges microsite and/or any other communication material(s) are valid for credit and/or debit cards/-i issued by HSBC/HSBC Amanah Bank Malaysia Berhad only.
15. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days' prior notice.
16. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 17, shall prevail over any provisions or representations contained in any other promotional materials advertising the HSBC SmartPrivileges.
17. HSBC may use any of the following modes to communicate notices in relation to this HSBC SmartPrivileges to the Cardholders:
 - i) Individual notice to the Cardholders (whether by written notice or via electronic means) sent to the Cardholders' latest address/email address as maintained in the HSBC's records;
 - ii) Press advertisements;
 - iii) Notice in the Cardholders credit card or bank account 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.

18. HSBC reserves the right to withdraw, substitute or vary any of the Offers from time to time with 3 days' prior notice. Any withdrawal, substitution or variation by HSBC of any offer shall not entitle the Cardholders to any claims against or compensation from HSBC for any and all losses or damages suffered or incurred by the Cardholders, whether directly or indirectly caused.