TERMS AND CONDITIONS FOR HSBC SMART PRIVILEGES EFFECTIVE 16 JANUARY 2023

DEFINITION

- HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") and HSBC Amanah Bank Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") (collectively as "HSBC");
- "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.

ELIGIBILITY

- 4. HSBC SmartPrivileges are available to all cardholders of HSBC Credit Cards and HSBC Debit Cards ("Cardholder(s)").
- 5. All payments must be made with HSBC Credit Cards or HSBC Debit Cards to enjoy the offers from the HSBC SmartPrivileges for shopping, dining, health & beauty, travel, golf and hotel ["the Offer(s)"]. Prior reservation is to be made for dining, golf and hotel 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 Bank Debit Cards and HSBC Amanah Credit/Debit Cards."
- 7. The Reward Points or Air Miles (where applicable) given out under HSBC SmartPrivileges for purchases made on HSBC Bank Credit Cards are subjected to the <u>Terms and Conditions for HSBC Rewards & HSBC Premier World Rewards Programme 2023</u> and <u>Terms and Conditions for HSBC Premier Travel Rewards Programme 2023</u>.
- 8. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points or Air Miles to the Cardholders.

GENERAL TERMS AND CONDITIONS

- 9. The Offers are available at sp.hsbc.com.my.
- The 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. HSBC's decision on all matters relating to this Terms and Conditions shall be final and binding.
- 14. All Offers for goods and services featured in the HSBC SmartPrivileges microsite and/or any other communication material(s) are valid for credit cards/-i and/or debit cards/-i issued by HSBC only.
- 15. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and 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 communicate to the Cardholder in relation to this HSBC SmartPrivileges via:
 - i) via electronic means;
 - ii) press advertisements;
 - iii) notice in the Cardholders' credit card statement(s) or composite statement(s);
 - iv) display at its business premises; or
 - v) notice on HSBC's internet website(s);

such notices shall be deemed to be effective on and from the 4th day after its delivery.

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.