

**TERMS & CONDITIONS FOR HSBC AMANAH MPOWER CREDIT CARD-I PROGRAMME
EFFECTIVE 1 JANUARY 2019**

DEFINITION

1. "HSBC Amanah" refers to HSBC Amanah Malaysia Berhad (Company No. 807705-X).
2. "Programme" refers to HSBC Amanah MPower Credit Card-i Programme.
3. "Eligible Cardholders" refers to all primary and/or supplementary cardholders of a HSBC Amanah MPower Credit Card-i excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Amanah MPower Credit Card-i that are not issued in Malaysia;
 - b. Cardholder(s) of invalid or cancelled HSBC Amanah MPower Credit Card-i and/or whose accounts are delinquent within HSBC Amanah's definition ;
 - c. Cardholder(s) of company and/or corporate HSBC Amanah Credit Cards-i.
4. "HSBC Amanah Credit Card-i" refers to a HSBC Amanah MPower Credit Card-i issued in Malaysia.
5. "Cash Back" refers to cash back to be awarded on Eligible Spend as described in Clause 12 below.
6. "Eligible Spend" refers to Overseas Spend and Local Spend collectively, posted to the Eligible Cardholder's HSBC Amanah Credit Card-i account but excludes categories of spend described in Clause 15 below.
7. "Overseas Spend" is defined in Clause 13 below.
8. "Local Spend" is defined in Clause 14 below.
9. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service a company offers.
10. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
11. "Posting Date" refers to the date the transaction is charged to the credit card-i and may be a few days later than the actual transaction date.

CASH BACK EARNING

12. Eligible Cardholders will be awarded Cash Back on Eligible Spend based on the category of Eligible Spend:
 - a. 1% Cash Back for every RM1.00 on Overseas Spend; and
 - b. 0.5% Cash Back for every RM1.00 on Local Spend.
13. Overseas Spend refers to overseas spend made in foreign currency outside Malaysia and online transactions in foreign currency.
14. Local Spend refers to local spend made within Malaysia and online transactions in local currency (Ringgit Malaysia).
15. Eligible Spend **excludes** the following categories of spend and any of the following transactions will NOT be awarded with any Cash Back :
 - a. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or

- b. Cash Advance, Balance Transfer, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Amanah Internet Banking, JomPay transactions, and FPX transactions; and/or
- c. Insurance, utility payment; and/or
- d. 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 wire transfer money order, traveller's cheques); 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

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

EXAMPLES:

Example 1:

Cardholder A spent RM2,500 with his HSBC Amanah Credit Card-i for the month of November 2019 as illustrated in the table below. Total Cash Back earned is RM21.00.

Posting Date	Spend Particulars	Spend Amount (RM)	Cash Back Rate	Cash Back Earned (RM)
2 Nov 2019	St. Regis Hotel, Singapore	1,200	1%	12.00
15 Nov 2019	Shopping at The Curve, Mutiara Damansara	800	0.5%	4.00
27 Nov 2019	Charles & Keith, Singapore	500	1%	5.00
Total Spend		2,500		
Total Cash Back Earned				21.00

Example 2:

Eligible Cardholder B spent RM1,899.89 with his HSBC Amanah Credit Card-i for the month of November 2019 as illustrated in the table below. Total Cash Back earned is RM16.71.

Posting Date	Spend Particulars	Spend Amount (RM)	Cash Back Rate	Cash Back Earned (RM)
2 Nov 2019	Hong Kong Disneyland, Hong Kong	1,444.99	1%	<u>14.44</u> (Round down from 14.4499)
15 Nov 2019	Shopping at KLCC, Kuala Lumpur	454.90	0.5%	<u>2.27</u> (Round down from 2.2745)
Total Spend		1,899.89		
Total Cash Back Earned				16.71

GENERAL TERMS & CONDITIONS

17. For clarity, Cash Back will be awarded based on transaction posted to the Eligible Cardholder's HSBC Amanah Credit Card-i account and rounded down to the nearest cent.
18. All Eligible Spend made by the primary Eligible Cardholder and his/her supplementary Eligible Cardholder(s) will be consolidated and will not be viewed individually in calculating the Cash Back to be awarded. Only the primary Eligible Cardholder will receive the Cash Back. The Cash Back will be credited into the primary Eligible Cardholders' HSBC Amanah Credit Card-i account within 30 days after the end of each calendar month and will be reflected in the following month's credit card-i statement.
19. At the time of crediting of the Cash Back, the primary Eligible Cardholder's HSBC Amanah Credit Card-i account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, and/or invalid or cancelled within HSBC Amanah's definition, otherwise he/she will be disqualified from participating in this Programme and/or from receiving the Cash Back.
20. 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 Cash Back are not credited to the Eligible Cardholder's credit card-i account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC Amanah shall not be held responsible for such discrepancies which are beyond HSBC Amanah's control.
21. HSBC Amanah reserves the right to substitute the Cash Back with any other prize or item of similar value at any time with 3 days prior notice.
22. HSBC Amanah will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other accounts or to any other third party's account.
23. HSBC Amanah reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders under this Programme for advertising and publicity purposes. The Eligible Cardholders hereby consent to and agree that HSBC Amanah shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.

24. HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days' prior notice and such amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
25. In no event will HSBC Amanah 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 Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
26. HSBC Amanah may use any of the following modes to communicate notices in relation to this Programme 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 Amanah's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card-i statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC Amanah'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.

27. These Terms and Conditions are in addition to the Universal Terms and Conditions for HSBC Amanah of which the Cardholder Agreement is a part of and which regulates the provision of credit card-i facilities by HSBC Amanah ("UTC"). The UTC is available at www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTC, these Terms and Conditions shall prevail insofar as they apply to this Programme.
28. HSBC Amanah 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 Amanah.
29. HSBC Amanah 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 Amanah of this Programme shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Amanah 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.
30. HSBC Amanah's decision on all matters relating to this Programme shall be final and binding.