**TERMS & CONDITIONS FOR HSBC AMANAH MPOWER PLATINUM CREDIT CARD-i**

**This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 1 April 2021.**

- ***Clause 23 has been amended to explain that each Selected Charity Organization can receive Charity Donation up to a maximum annual limit of 15% of its gross annual income***
- ***Clause 27 has been added to provide clarity on how the Charity Donation is divided amongst the Selected Charity Organizations with an illustration in Example 4***

## DEFINITION

1. "Bank" or "We" or "Our" herein means HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)).
2. "Programme" means HSBC Amanah MPower Platinum Credit Card-i Programme.
3. "Credit Card-i" means HSBC Amanah MPower Platinum Credit Card-i issued in Malaysia.
4. "Cardholder(s)" or "You" or "Your" herein means all primary and/or supplementary cardholder(s) of Credit Card-i excluding the following categories of persons:
5. Cardholder(s) of Credit Card-i that are not issued in Malaysia;
6. Cardholder(s) of invalid or cancelled Credit Card-i and/or whose accounts are delinquent within the Bank's definition; and/or
7. Cardholder(s) of company and/or corporate Credit Card-i.
8. "Cash Back" means Cash Back on Eligible Spend and Bonus Cash Back collectively.
9. "Cash Back on Eligible Spend" means 0.2% cash back on Eligible Spend.
10. "Bonus Cash Back" means up to 8% Cash Back for Petrol, Groceries Spend and eWallet Transactions as defined in Clauses 19 and 20.
11. "Bonus Cash Back Cap" means the maximum amount of Bonus Cash Back to be awarded to the Cardholders each month, as described in Clause 20 below.
12. "Eligible Spend" means the eligible transactions posted to the Credit Card-i as described in Clause 20 below. "Merchants" means the selected groceries merchants listed in Table C.
13. "eWallet(s)" means the selected eWallet(s) listed in Table C.
14. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 22 below.
15. "Eligible Charity Spend" refers to transactions made at the charitable/non-profitable organization(s) which correspond with the Merchant Category Code specified in Table 1 (Part B Charity Donation by the Bank) below.
16. "Selected Charity Organization(s)" means the charity organization(s) selected by the Bank to receive the Charity Donation. For the list of Selected Charity Organization(s) refer to www.hsbcamanah.com.my/charities.
17. "Merchant Category Code" or "MCC" means the code assigned by the respective acquiring bank to identify the type of business or service a company offers.

## A. CASH BACK

### 0.2% CASH BACK

18. You will receive 0.2% Cash Back on each transaction spent using your Credit Card-i **except** the following:

    a. Fees and charges as per the 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 our Internet Banking, JomPay transactions, and FPX transactions; and/or

    c. Transactions at the petrol stations, government related transactions, charitable/non-profitable organization related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as wire transfer money order, traveller's cheques); which correspond with MCC listed below:

**Table A: Excluded Merchant Category Codes**

| Category | Merchant Category Code ("MCC") |
|---|---|
| Government services | 9211, 9222, 9223, 9311, 9399, 9402, 9405 |
| Charitable organization | 8398, 8641, 8651, 8661 |
| Quasi Cash Transactions | 6050, 6051 |

### BONUS CASH BACK

19. You will receive Cash Back based on Your accumulated spend amount for the month and the Spend Categories as described in Table B below. There is no capping on Cash Back on Eligible Spend. However, please note that the Bonus Cash Back is subject to the Bonus Cash Back Cap as described in Clause 20.

**Table B: Spend Criteria and Total Cash Back**

| **Accumulated Spend for the month** *(or equivalent in foreign currencies)* | **Spend Category** | **Bonus Cash Back** | **Cash Back on Eligible Spend** | **Total Cash Back** |
|---|---|---|---|---|
| **RM2,000 or above** | Petrol Spend | 8% | N/A | **8%** |
| | Groceries Spend | 7.8% | 0.2% | **8%** |
| | eWallet Transactions | 7.8% | 0.2% | **8%** |
| | All other Eligible Spend | N/A | 0.2% | **0.2%** |
| **or** | | | | |
| **Below RM2,000** | Petrol Spend | 1% | N/A | **1%** |
| | Groceries Spend | 0.8% | 0.2% | **1%** |
| | eWallet Transactions | 0.8% | 0.2% | **1%** |
| | All other Eligible Spend | N/A | 0.2% | **0.2%** |

20. The following categories of spend are defined and are subject to **Bonus Cash Back Cap** as described in Table C below:

**Table C: Definition of Petrol Spend, Groceries Spend and eWallet Transactions**

| Spend Category | Eligible Transactions | Bonus Cash Back Cap (per month) |
|---|---|---|
| Petrol Spend | means the Credit Card-i transactions for spend at petrol merchants with MCC 5541 or MCC 5542 | RM15 |
| Groceries Spend | means the Credit Card-i transactions for spend at any of the following groceries Merchants only with MCC 5411 or MCC 5499:<br>(a) Giant;<br>(b) Tesco;<br>(c) Aeon Big; and<br>(d) Mydin. | RM15 |
| eWallet Transactions | means any reload/top-up or payment authorization transactions made using the Credit Card-i on any of the following eWallets:<br>(a) SamsungPay;<br>(b) GrabPay;<br>(c) Touch & Go; and<br>(d) FavePay. | RM15 |

21. The following are examples on the calculations of Cash Back for transactions spent with Credit Card-i.

Example 1: Primary Cardholder spent RM850 with Credit Card-i. Supplementary Cardholder spent RM800. Total spend is RM1,650 for the month of November 2019 as illustrated in Table 1 below:

**Table 1: Illustration of Total Cash Back Earned for RM1,650 accumulated spend in a month**

| | Spend Categories | Spend Amount | Calculation | Cash Back Earned |
|---|---|---|---|---|
| | **Primary Cardholder** | | | |
| (a) | Petrol | RM150 | RM150 x 1% | RM1.50 |
| (b) | Groceries: Tesco | RM400 | RM400 x 0.2% + RM400 x 0.8% | RM4.00 |
| (c) | Utility bill through JomPay | RM300 | RM0 *(JomPay transactions do not earn Cashback)* | RM0.00 |
| | **Supplementary Cardholder** | | | |
| (d) | Dining | RM200 | RM200 x 0.2% | RM0.40 |
| (e) | eWallet: FavePay | RM100 | RM100 x 0.2% + RM100 x 0.8% | RM1.00 |
| (f) | Other purchases | RM500 | RM500 x 0.2% | RM1.00 |
| | **Total Cash Back Earned** | | | **RM7.90** |
| | Of which, Bonus Cash Back Earned | | RM150 x 1% + RM400 x 0.8% + RM100 x 0.8% | RM5.50 |

Example 2: Primary Cardholder spent RM1,350 with Credit Card-i. Supplementary Cardholder spent RM800. Total spend is RM2,150 for the month of November 2019 as illustrated in Table 2 below:

**Table 2: Illustration of Total Cash Back Earned for RM2,150 accumulated spend in a month**

| | Spend Categories | Spend Amount | Calculation | Cash Back Earned |
|---|---|---|---|---|
| | **Primary Cardholder** | | | |
| (a)<br>(b)<br><br>(c) | Petrol<br>Groceries: Tesco<br><br>Takaful | RM200<br>RM800<br><br>RM350 | RM200 x 8% (capped at RM15)<br>RM800 x 0.2% + RM800 x 7.8% (capped at RM15)<br>RM350 x 0.2% | RM15.00<br>RM16.60<br><br>RM0.70 |
| | **Supplementary Cardholder** | | | |
| (d)<br>(e)<br>(f) | Dining<br>eWallet: GrabPay<br>Other purchases | RM200<br>RM100<br>RM500 | RM200 x 0.2%<br>RM100 x 0.2% + RM100 x 7.8%<br>RM500 x 0.2% | RM0.40<br>RM8.00<br>RM1.00 |
| | **Total Cash Back Earned** | | | **RM41.70** |
| | Of which, Bonus CB Earned (capped at RM15 per category) | | RM200 x 8% + RM800 x 7.8% + RM100 x 7.8% | RM37.80 |

## B. CHARITY DONATION BY THE BANK

22. The Bank will make a Charity Donation to Selected Charity Organization(s) which is equivalent to 1% of the Eligible Charity Spend made by Eligible Cardholders, up to a maximum of RM500,000 per year.

23. The Charity Donation will be made on a quarterly basis to the Selected Charity Organization(s) and the amount of the Charity Donation will be equally divided amongst the Selected Charity Organization(s). Each Selected Charity Organization can receive Charity Donation up to a maximum annual limit of 15% of its gross annual income. An illustration is provided in Example 4 below on how the Charity Donation amount will be divided amongst the Selected Charity Organizations. The Bank will provide a notice on the Bank's public website on a yearly basis on the total Charity Donation amount donated to the Selected Charity Organization(s). For the list of Selected Charity Organization(s) refer to www.hsbcamanah.com.my/charities.

24. The Eligible Charity Spend made by Eligible Cardholders shall correspond with Merchant Category Codes provided in Table 1 below. Any other charitable/non-profitable organization related transactions which do not correspond with the Merchant Category Codes provided in Table 1 will not be classified as Eligible Charity Spend.

25. Please note that, as provided in Clause 18, Eligible Charity Spend **will not** be awarded with any Cash Back under this Programme.

26. An example of the Charity Donation Calculation is illustrated in Example 3 below:

**Example 3: Charity Donation calculation**

| Eligible Cardholder | Donation Type | Amount Donated by Eligible Cardholders (RM) | 1% Charity Donation by the Bank | |
|---|---|---|---|---|
| | | | Calculation | Charity Donation given to the Selected Charity Organization (RM) |
| A | Donated to WWF | 1,500 | RM1,500 x 1% Charity Donation | 15 |
| B | Donated to World Vision | 3,500.50 | RM3,500.50 x 1% Charity Donation | 35 *(Rounded down to the nearest sen)* |
| C | Donated to Makna | 850 | RM850 x 1% Charity Donation | 8.50 |
| **Total** | | **5,850.50** | **Total** | **58.50** |

**Table 1: The Charity Merchant Category Code (MCC)**

| Category | Merchant Category Code ("MCC") |
|---|---|
| Charitable organization | 8398, 8641, 8661 |

27. An example of how the Charity Donation is divided amongst the Selected Charity Organizations is illustrated in Example 4 below. This is for illustration purposes only.

**Example 4: How Charity Donation amount is divided amongst the Selected Charity Organizations**

**Assuming the total Charity Donation amount is RM210,000 for Quarter 1, 2021 and we have 3 Selected Charity Organization for this Quarter. If we divide the amount equally, RM70,000 is to be given to each organization. However, PERTIWI is entitled to a maximum amount of RM 50,000. So the balance RM20,000 is to be divided equally amongst the remaining Selected Charity Organizations who are eligible.**

| Selected Charity Organizations | Annual limit on Charity Donation = 15% total gross annual income of the Charity (RM) | Charity Donation by the Bank |
|---|---|---|
| Pintar Foundation | 150,000 | RM70,000 + RM10,000 =RM80,000 |
| Global Environment Centre (GEC) | 100,000 | RM70,000 + RM10,000 =RM80,000 |
| PERTIWI | 50,000 | RM50,000 |
| **Total** | | **RM210,000** |

Note: If a Selected Charity Organization reaches its maximum annual limit of 15% of its gross annual income, it will not be eligible for Charity Donation for the remaining quarters of the year.

28. 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 Credit Card-i made by the primary Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Bonus Cash Back Cap for the respective categories.
29. 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 Your Credit Card-i account due to the incorrect assignment of MCC and MID by the acquiring bank, please take note that the Bank is not responsible for such discrepancies which are beyond the Bank's control.

**GENERAL TERMS AND CONDITIONS**

30. For clarity, Cash Back will be awarded based on the transaction date and rounded down to the nearest sen (Ringgit Malaysia).
31. Only the primary Cardholders will receive the Cash Back in this Programme. The Cash Back will be credited into the primary Cardholder's Credit Card-i account within 6 weeks after the end of each calendar month and will be reflected in the following month's Credit Card-i statement.
32. At the time of crediting of the Cash Back, the primary Cardholder's Credit Card-i account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, and/or invalid or cancelled within our definition, otherwise the Cardholder(s) will be disqualified from participating in this Programme and/or from receiving the Cash Back.
33. We reserve the right to substitute the Cash Back with any other item of similar value at any time with 3 days prior notice to You.
34. We will not entertain any request from You or any other person to credit the Cash Back to the Your other accounts or to any other third party's account.
35. We reserve the right 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.

36. We may use any of the following modes to communicate notices in relation to this Programme to You:
    a. individual notice (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in Our records;
    b. press advertisements;
    c. notice in Your credit card-i statement(s);
    d. display at Our business premises; or
    e. notice on Our 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.

37. 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 the Bank ("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 in relation to this Programme.

38. We shall not be responsible for any loss or damage arising from or in connection to this Programme save and except for Your loss or damage suffered or incurred as a direct result of Our gross negligence.

39. 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.

40. We 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 Our reasonable control.

41. We reserve the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, our cancellation, termination or suspension of this Programme shall not entitle You to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.

42. Our decision on all matters relating to this Programme shall be final and binding.