

AMENDED TERMS & CONDITIONS FOR HSBC VISA SIGNATURE CREDIT CARD PROGRAMME EFFECTIVE 1 NOVEMBER 2019

This Amended Terms and Conditions will supersede the existing Terms and Conditions for HSBC Visa Signature Credit Card Programme where **Clause 20** has been amended to remove MCC 5968. **Clause 26** has been amended to indicate the maximum number of redeemable Online Vouchers for each Primary Eligible Cardholder per calendar month. **Clause 27** has been amended to reflect the monthly total Online Vouchers available for redemption.

Please note that, from 1 November 2019 onwards, HSBC has increased the monthly total Online Vouchers available for redemption from 1,200 to 2,000 Online Vouchers.

The changes stated above have been amended in **bold, underlined and struck through**.

DEFINITION

1. "HSBC" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Visa Signature Credit Card Programme.
3. "Eligible Cardholders" refers to all primary and/or supplementary cardholders of a HSBC Visa Signature Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Visa Signature Credit Cards that are not issued in Malaysia;
 - b. Cardholder(s) of invalid or cancelled HSBC Visa Signature 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" refers to a HSBC Visa Signature Credit Card issued in Malaysia.
5. "Reward Points" or "RP" refers to HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to the Eligible Cardholder's credit card account.
6. "Additional Reward Points" refers to additional RP awarded for below category of spend:
 - a. "Participating Shopping Malls" as defined in Clause 17 below; and/or
 - b. "Online Transactions" as defined in Clause 18 below; and/or
 - c. "Overseas Spend" defined in Clause 19 below.
7. "Eligible Spend" collectively refers to transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clauses 12, 13 and Clause 17 to 19 below.
8. "Additional Reward Points Cap" refers to the maximum Additional Reward Points to be awarded per primary Eligible Cardholder's credit card account, per calendar month.
9. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service the 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 and may be a few days later than the actual transaction date.

REWARD POINTS EARNING

12. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to the Eligible Cardholder's HSBC Credit Card account except listed below:
 - 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 Internet Banking, JomPay transactions, and FPX transactions; and/or

- c. 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

ADDITIONAL REWARD POINTS EARNING

13. In addition to the 1x RP, Eligible Cardholders also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points Cap:
- 4x Additional Reward Points for spend at Participating Shopping Malls per Clause 17 below; and/or
 - 4x Additional Reward Points for spend on Online Transactions per Clause 18 below; and/or
 - 7x Additional Reward Points for spend on Overseas Spend per Clause 19.
14. Each category of spend is subject to Additional Reward Points Cap of 15,000 Additional Reward Points per category.
15. The total RP earned based on category of spend as per Table 1 below:

Table 1: Additional Reward Points Based on Category of Spend

	Category	1x RP	Additional Reward Points	Total RP	Additional Reward Points Cap
(a)	Participating Shopping Malls (see Clause 17 below) for eligible spend requirements and list of Participating Shopping Malls)	1x RP per Clause 12 above	4x Additional Reward Points for Eligible Spend per Clause 17 below	5x	15,000
(b)	Online Transactions	1x RP per Clause 12 above	4x Additional Reward Points for Eligible Spend per Clause 18	5x	15,000
(c)	Overseas Spend	1x RP per Clause 12 above	7x Additional Reward Points for Eligible Spend per Clause 19	8x	15,000

16. For clarity, Reward Points will be awarded based on transaction posted to the Eligible Cardholder's credit card account and rounded down to the nearest Ringgit.

For example:

Customer makes a utility bill payment of RM350.80, with the HSBC Credit Card, and subsequently spends RM533.35 overseas with the same. The 1x RP and Additional Reward Points calculated are illustrated in Table 2 below:

Table 2: Illustration of 1x RP and Additional Reward Points Calculation

	Category	Spend amount	1x RP	Additional Reward Points	Total RP
(a)	Utility Bill	RM350.80	1x RP per Clause 12 above	-	<u>350</u>

					(RM350.80 rounded down to nearest Ringgit)
(b)	Overseas Spend	RM533.35	1x RP per Clause 12 above	7x Additional Reward Points per Clause 19 below	533 (RM533 x 1x) + 3731 (RM533 x 7x) = <u>4,264</u>
TOTAL REWARD POINTS EARNED					4,614

17. Spend at Participating Shopping Malls eligible for 4x Additional Reward Points are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account;
 - Includes** local retail spend made in selected outlets (the list is available at the following link in the Bank's public website www.hsbc.com.my/mall-MID) in the Participating Shopping Malls listed in **Table 3** below (limited to the following Merchant Category Codes: Fashion, Electrical, Furniture, Gadgets, Jewellery, Entertainment, Groceries and Dining); and
 - Excludes** those stated in Clause 12 above, all overseas spend, transactions performed over the internet, insurance, and utility payments (refers to Clause 20 for MCC).

Table 3: List of Participating Shopping Malls ("Participating Shopping Malls")

No.	Shopping Malls
	Klang Valley
1.	Bangsar Shopping Centre
2.	Bangsar Village
3.	Lot 10
4.	Publika Shopping Gallery
5.	Hartamas Shopping Centre
6.	Pavilion Kuala Lumpur
7.	Suria KLCC
8.	Sungei Wang Plaza
9.	Sogo
10.	Starhill Gallery
11.	1 Utama
12.	The Curve
13.	IPC Shopping Centre
14.	Paradigm Mall
15.	Tropicana City Mall
16.	Empire Shopping Gallery
17.	Sunway Pyramid
18.	Setia City Mall
19.	Sunway Putra Mall
20.	Atria Shopping Gallery
21.	Nu Sentral
22.	IOI City Mall
23.	Midvalley Megamall
24.	The Gardens Mall
	Penang
25.	Gurney Plaza
26.	Queensbay Mall
27.	Gurney Paragon Mall
28.	Sunway Carnival
	Johor
29.	KSL
30.	AEON Tebrau City
31.	Sutera Mall

32.	Johor Premium Outlets (JPO)
33.	Johor Bahru City Square
	East Malaysia
34.	One Borneo

18. Spend on Online Transactions eligible for 4x Additional Reward Points are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account; and
 - Includes** local spend where transactions are made via the internet in Malaysian Ringgit; and
 - Excludes** those stated in Clause 12 above, overseas spend made in foreign currency, Insurance, Utility Payments **and transactions for or into e-wallet(s) that allow** customers to transfer or withdraw money from the e-wallet(s) to another account, ATM or e-wallet(s).
19. Spend on 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
 - Excludes** those stated in Clause 12 above, all local spend, insurance, and utility payments.
20. For clarity, no Additional Reward Points will be awarded for spend on insurance and utility payments as defined by following Merchant Category Codes:

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

21. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
22. 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 cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Additional Reward Points Cap for the respective categories.
23. 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 RM4,350 with his HSBC Visa Signature credit card for the month of September 2019 as illustrated in the table below. Total Reward Points earned is 23,450.

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Sept 2019	Shopping at Zara, Mid Valley	800	800 RP	4x RM800 = 3,200 RP	4,000 RP
8 Sept 2019	Groceries from Mercato, Pavilion KL	300	300 RP	4x RM300 = 1,200 RP	1,500 RP
19 Sept 2019	Shopping on Lazada	1,200	1,200 RP	4x RM1,200 = 4,800 RP	6,000 RP
26 Sept 2019	Flight tickets from Air Asia.com	200	200 RP	4x RM200 = 800 RP	1,000 RP
28 Sept 2019	Overseas dining spend	1,300	1,300 RP	7x RM1,300 = 9,100 RP	10,400 RP
29 Sept 2019	Dining at Shangri La, Kuala Lumpur	300	300 RP	-	300 RP
30 Sept 2019	Maxis auto-billing	250	250 RP	-	250 RP
Total Spend		RM4,350			
Total Reward Points Earned			4,350 RP	19,100 RP	23,450 RP

Example 2: Cardholder B spent RM9,400 with his HSBC Visa Signature credit card for the month of September 2019 as illustrated in the table below. Total Reward Points earned is 45,000.

Posting Date	Spend Category	Spend Amount (RM)	1x RP	Additional Reward Points	Total RP Earned
2 Sept 2019	Shopping at Zara, Mid Valley	800	800 RP	4x RM800 = 3,200 RP	4,000 RP
8 Sept 2019	Groceries from Mercato, Pavilion KL	300	300 RP	4x RM300 = 1,200 RP	1,500 RP
10 Sept 2019	Shopping at M&S at Gardens	550	550 RP	4 x RM550 = 2,200 RP	2,750 RP
11 Sept 2019	Shopping at Sephora at Mid Valley	880	880 RP	4 x RM880 = 3,520 RP	4,400 RP
12 Sept 2019	Shopping at Machines, Mid Valley	1,500	1,500 RP	4 x RM1,500 = 6,000 RP *(max 4,880 RP)	6,380 RP
19 Sept 2019	Shopping on Lazada	1,200	1,200 RP	4x RM1,200 = 4,800 RP	6,000 RP
26 Sept 2019	Flight tickets from Air Asia.com	200	200 RP	4x RM200 = 800 RP	1,000 RP
28 Sept 2019	Overseas dining spend	3,500	3,500 RP	7x RM3,500 = 24,500 RP (max 15,000 RP)	18,500 RP
29 Sept 2019	Dining at Shangri La, Kuala Lumpur	300	300 RP	-	300 RP
30 Sept 2019	Maxis auto-billing	250	250 RP	-	250 RP
Total Spend		9,400			
Total Reward Points Earned			9,400	35,600	45,000

*Note 1: Cardholder B can only earn up to 4,880 Additional Reward Points for his transaction on 12 September as he has reached the 15,000 Additional Reward Points Cap on his transactions in Shopping Malls. He can also earn a maximum of 15,000 Additional Reward Points for his Overseas dining spend on the 28 September 2019 as he has reached the 15,000 Additional Reward Points Cap for this category.

ONLINE VOUCHERS FOR VISA SIGNATURE

24. Primary Eligible Cardholders will be entitled to redeem online vouchers from selected merchants using their Reward Points (“**Online Vouchers**”). The Online Vouchers will be available for redemption via HSBC Rewards Catalogue on HSBC’s website: www.hsbc.com.my/rewards. The list of selected merchants will be available in the Rewards Catalogue and may be subject to change from time to time at the Bank’s absolute discretion.
25. Primary Eligible Cardholders can then utilise the Online Vouchers on merchants’ websites, mobile applications or at merchant’s premises, where applicable and subject to merchants’ Terms and Conditions.
26. The maximum number of redeemable Online Vouchers is capped at 2 Online Vouchers per Primary Eligible Cardholder for each calendar month.
27. There is a total of 2,000 Online Vouchers available for redemption every calendar month, based on a first come, first served basis.
28. The redemption of Online Vouchers is also subject to the **Terms and Conditions for HSBC Rewards Programme** which is available on www.hsbc.com.my/rewards.
29. The Primary Eligible Cardholder is responsible for ensuring that all information submitted on www.hsbc.com.my/rewards for the redemption of the Online Voucher(s), is accurate and valid. HSBC will process the redemption based on the information submitted by the Primary Eligible Cardholder.

30. HSBC shall not be held liable for any mishaps, injuries, incidents or accidents that may occur in the redemption or the usage of these Online Vouchers.
31. The merchants are not participants in or sponsors of this Promotion. Their intellectual property rights, registered in the relevant jurisdictions, belong to them respectively.
32. HSBC reserves the right, at its absolute discretion, in the allocation of these Online Vouchers to the Primary Eligible Cardholders and no request by the Primary Eligible Cardholders or any other party for the exchange or substitution of these Online Vouchers with another item will be entertained.

REWARD POINTS VALIDITY AND FULFILLMENT

33. All Reward Points/Additional Reward Points awarded are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC Credit Card monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Reward Points/Additional Reward Points.
34. At the time of Eligible Spend or receipt of the Reward Points, the primary Eligible Cardholder's HSBC Credit Card account(s) **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 receiving the Reward Points/Additional Reward Points.
35. HSBC may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to credit cardholders. In such a case, Eligible Cardholders will receive Reward Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion the Eligible Cardholder first participated in.
36. The Reward Points/Additional Reward Points will be credited into the primary Eligible Cardholder's HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. The Eligible Cardholder will receive notification of the same through his/her HSBC Bank Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.
37. HSBC will not entertain any request from any Eligible Cardholder to credit the Reward Points/Additional Reward Points to any other HSBC Credit Card account, nor are Eligible Cardholders allowed to transfer or sell their Reward Points/Additional Reward Points to any other person.
38. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with the Reward Points/Additional Reward Points.
39. HSBC reserves the right, at its absolute discretion, in the allocation of the Reward Points/Additional Reward Points to the Eligible Cardholders and no request by the Eligible Cardholders or any other party for the exchange or substitution of the Reward Points with another prize will be entertained. HSBC reserves the right to substitute the Reward Points/Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
40. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who participate in or receive the Reward Points/Additional Reward Points under this Programme for advertising and publicity purposes. The Eligible Cardholders hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes.

GENERAL TERMS & CONDITONS

41. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. This Terms & Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
42. 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.

43. HSBC may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholders:
 - 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's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's credit card statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC's 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.
44. These Terms and Conditions are in addition to the Universal Terms and Conditions ("UTCs") for HSBC of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by HSBC and the Terms and Conditions for HSBC Rewards Programme. The UTCs and the Terms and Conditions for HSBC Rewards Programme are available at www.hsbc.com.my. In the event of inconsistency between these Terms and Conditions, the UTC and the Terms and Conditions for HSBC Rewards Programme, these terms and conditions shall prevail insofar as they apply to this Programme.
45. 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.
46. 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 damages suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.
47. HSBC's decision on all matters relating to this Programme shall be final and binding.
48. The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Programme.
49. 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 the Reward Points/Additional Reward Points, redemption of Vouchers and Online Vouchers, redemption of the Air Miles, any flight or merchandise redeemed with the Air Miles or items redeemed with the Reward Points/Additional Reward Points awarded under this Programme.