AMENDED TERMS AND CONDITIONS FOR HSBC PLATINUM CREDIT CARD PROGRAMME

This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 01st October 2023

- Clause 16 (d) has been removed.
- Clause 40, Table 4: The Charity Merchant Category Code (MCC) has been amended.

DEFINITION

- 1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)).
- 2. "Programme" refers to HSBC Platinum Credit Card Programme.
- 3. "HSBC Credit Card" means HSBC Platinum Credit Card issued in Malaysia.
- 4. "Cardholder(s)" or "You" or "Your" refers to all primary and/or supplementary cardholders of HSBC Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Credit Cards that are not issued in Malaysia; and/or
 - b. Cardholder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent;
 - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
- 5. "Reward Points" or "RP" means HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to Your credit card account.
- 6. "Contactless Purchases" means purchases made using HSBC Credit Card via either Mastercard Tap & go™, Visa payWave, Samsung Pay, Apple Pay or Google Pay through a contactless terminal near a point-of-sale terminal, as defined in Clause 21 below.
- 7. "Additional Reward Points" means additional Reward Points awarded for below category of spend:
 - a. "Contactless Purchases" defined in Clause 21 below; and/or
 - b. "Groceries" defined in Clause 22 below; and/or
 - c. "Online Shopping" defined in Clause 23; and/or
 - d. "Overseas Spend" defined in Clause 24 below.
- 8. "Eligible Spend" means transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clause 16 and Clauses 21 to 24 below.
- 9. "Additional Reward Points Cap" means the maximum Additional Reward Points to be awarded to Your HSBC Credit Card account, per calendar month.
- 10. "Merchant Category Code" or "MCC" means code assigned by the respective acquiring bank to identify the type of business or service the company offers.
- 11. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
- 12. "Posting Date" means the date the transaction is charged to Your HSBC Credit Card and may be a few days later than the actual transaction date.
- 13. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 37 to 41 below.

- 14. "Eligible Charity Spend" refers to transactions made at the charitable/non-profitable organization(s) which correspond with the Merchant Category Code specified in Table 4 (Charity Donation by the Bank) below.
- 15. "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.hsbc.com.my/charities.

REWARD POINTS EARNING

- 16. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to Your account **except** for those listed below, where no Reward Points will be earned:
 - a. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
 - b. Cash Advance, Balance Transfer Instalment, 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

- 17. In addition to the 1x Reward Point, You also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points Cap:
 - a. 7x Additional Reward Points for Contactless Purchases per Clause 21 below; and/or
 - b. 4x Additional Reward Points for spend on Groceries per Clause 22 below; and/or
 - c. 4x Additional Reward Points for spend on Online Shopping per Clause 23 below; and/or
 - d. 4x Additional Reward Points for spend on Overseas Spend per Clause 24 below.
- 18. Each category of spend is subject to Additional Reward Points Cap per month, as below:
 - a. Contactless Purchases: capped at 3,000 Additional Reward Points
 - b. Groceries: capped at 3,000 Additional Reward Points
 - c. Online Shopping: capped at 3,000 Additional Reward Points
 - d. Overseas Spend: capped at 6,000 Additional Reward Points
- 19. The total Reward Points 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)	Contactless Purchases	1x RP per Clause 16 above	7x Additional Reward Points for	8x	3,000

			Eligible Spend per Clause 21 below		
(b)	Groceries	1x RP per Clause 16 above	4x Additional Reward Points for Eligible Spend per Clause 22 below	5x	3,000
(c)	Online Shopping (see Clause 23 below for list of Participating Merchant Partners)	1x RP per Clause 16 above	4x Additional Reward Points for Eligible Spend per Clause 23 below	5x	3,000
(d)	Overseas Spend	1x RP per Clause 16 above	4x Additional Reward Points for Eligible Spend per Clause 24 below	5x	6,000

20. Reward Points will be awarded based on transaction posted to Your HSBC Credit Card account and rounded down to the nearest Reward Points (RP).

For example:

You spent RM1500 with Your HSBC Credit Card, the Total Reward Points earned are illustrated in Table 2a and 2b below:

Table 2a: Illustration of Total RP earned

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150.50	150 RP (RM150.50 x 1 = 150.5 RP) + 1,053 RP (RM150.50 x 7 = 1053.5 RP)	1,203
	Pharmacy	RM79.50	79 RP (RM79.5 x 1 = 79.5) + 556 RP (RM79.5 x 7 = 556.5)	635
(b)	Groceries	RM300	300 RP (<i>RM300 x 1</i>) + 1,200 RP (<i>RM300 x 4</i>)	1,500
(c)	Petrol	RM200	0 (Petrol transactions do not earn RP)	0
(e)	Online Shopping: Lazada	RM500	500 RP (RM500 x 1) + 2000 RP (RM500 x 4)	2,500
(f)	Overseas	RM100	100 RP (<i>RM100 x 1</i>) + 400 RP (<i>RM100 x 4</i>)	500
(g)	Utility bills paid through JomPay	RM170	0 (JomPay transactions do not earn RP)	0
Tota	al	RM1,500		6,338

Table 2b: Illustration of Total RP earned where Additional Reward Points Cap is met.

	Category	Spend amount	Calculation	Total RP
(a)	Contactless: Dining	RM150	150 RP (RM150 x 1x) + 1,050 RP (RM150 x 7x)	1,200
	Pharmacy	RM50	50 RP (RM50 x 1x) + 350 RP (RM50 x 7x)	400

	Groceries	RM250	250 RP (RM250 x 1x) +	1,850
			1,750 RP (RM250 x 7x).	
			But only 1,600 Additional RP awarded due	
			to cap of 3,000 Additional RP	
(b)	Groceries	RM50	50 RP (RM50 x 1x) +	250
			200 RP (RM50 x 4x)	
(c)	Petrol	RM200	0 0	
			(Petrol transactions do not earn RP)	
(e)	Online Shopping:	RM500	500 RP (RM500 x 1x) + 2,	
	Lazada		2000 RP (RM500 x 4x)	
(f)	Overseas	RM100	100 RP (RM100 x 1x) +	500
			400 RP (RM100 x 4x)	
(g)	Utility bills paid	RM200	0 0	
	through JomPay		(JomPay transactions do not earn RP)	
Tot	al	RM1,500		6,700

21. Contactless Purchases eligible for 7x Additional RP are those that:

- a. Are posted to Your HSBC Credit Card account for local retail spend made through Mastercard Tap & goTM, Visa payWave, Samsung Pay, Apple Pay or Google Pay; and
- b. **Excludes** those stated in Clause 16 above, Overseas Spend, insurance and utility payments.

22. Groceries spend eligible for 4x Additional RP are those that:

- a. Are posted to Your HSBC Credit Card account for local retail spend made in MCC 5411 or 5499; and
- b. **Excludes** those stated in Clause 16 above, all Contactless Purchases, Overseas Spend, and Online Shopping.

23. Online Shopping spend eligible for 4x Additional RP are those that:

- Are posted to Your HSBC Credit Card account for local spend where transactions are made in Malaysian Ringgit via the internet in the Participating Merchants listed in Table 3 below; and
- b. **Excludes** those stated in 16 above, Overseas Spend made in foreign currency, online insurance, and utility payments.

Table 3: List of Participating Merchants for Online Shopping

	1 3
No.	Participating Merchants
1.	Lazada
2.	Fave
3.	Grab
4.	Shopee
5.	Zalora

24. Overseas Spend eligible for 4x Additional RP are those that:

- a. Are posted to Your HSBC Credit Card account for overseas spend made in foreign currency outside Malaysia; and
- b. Excludes those stated in Clause 16 above, all local spend, all Contactless Purchases, online spend, insurance, and utility payments.

25. No Additional RP will be awarded for spend on insurance and utility payments as defined by following Merchant Category Codes:

Category	Merchant Category Code ("MCC")
Insurance	5960, 5968, 6300
Utility Payments	4784, 4813, 4814, 4816, 4899, 4900

- 26. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
- 27. 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 Your HSBC Credit Card made by You and/or Your 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.
- 28. 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 Your HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, You agree that we shall not be held responsible for such discrepancies which are beyond Our control.

REWARD POINTS VALIDITY AND FULFILLMENT

- 29. 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 Your HSBC Credit Card monthly statement. We will not entertain any request by you to extend the validity of the Reward Points/Additional Reward Points.
- 30. At the time of Eligible Spend or receipt of the Reward Points/Additional Reward Points, Your HSBC Credit Card account(s) MUST BE PIN ACTIVATED and MUST NOT be delinquent, invalid and/or cancelled within Our definition, otherwise you will be disqualified from participating in this Programme and/or from receiving the Reward Points/Additional Reward Points
- 31. We may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to credit cardholders. In such a case, You will receive Reward Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion You first participated in.
- 32. The Reward Points/Additional Reward Points will be credited into Your HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. You will receive notification of the same through Your HSBC Bank Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.
- 33. We will not entertain any request from You to credit the Reward Points/Additional Reward Points and You are not allowed to transfer or sell Your Reward Points/Additional Reward Points to any other person.
- 34. We 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.
- 35. We reserve the right, at its absolute discretion, in the allocation of the Reward Points/Additional Reward Points to You and no request by You or any other party for the exchange or substitution of the Reward Points/Additional Reward Points with another prize

- will be entertained. We reserve 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.
- 36. We reserve the right to publish or display Your name, picture and city of residence if Your participate in or receive the Reward Points/Additional Reward Points under this Programme for advertising and publicity purposes. You hereby consent to and agree that We shall be at liberty to publish Your name, pictures and city of residence without compensation for advertising and publicity purposes.

CHARITY DONATION BY THE BANK

- 38. 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.hsbc.com.my/charities.
- 39. The Eligible Charity Spend made by Eligible Cardholders shall correspond with Merchant Category Codes provided in Table 4 below. Any other charitable/non-profitable organization related transactions which do not correspond with the Merchant Category Codes provided in Table 4 will not be classified as Eligible Charity Spend.
- 40. An example of the Charity Donation Calculation is illustrated in Example 3 below:

Example 3: Charity Donation calculation

		Eligible	Charity Donation by	the Bank
Eligible Cardholder	Donation Type	Charity Spend by Eligible Cardholders (RM)	Calculation	Charity Donation given to the Selected Charity Organization (RM)
А	Donated to WWF	1,500	RM1,500 x 1% of the Eligible Charity Spend	15
В	Donated to World Vision	3,500.50	RM3,500.50 x 1% of the Eligible Charity Spend	35 (Rounded down to the nearest sen)
С	Donated to Makna	850	RM850 x 1% of the Eligible Charity Spend	8.50
	Total	5,850.50	Total	58.50

Table 4: The Charity Merchant Category Code (MCC)

Category	Merchant Category Code ("MCC")
Charitable organization	8398,

41. 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, 2023 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.

- 42. 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 made by the primary Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually.
- 43. 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. Please take note that HSBC is not responsible for such discrepancies which are beyond HSBC's control.

GENERAL TERMS & CONDITONS

- 44. We reserve the right to amend these Terms and Conditions or terminate this Programme, if necessary, with 3 days' prior notice.
- 45. Termination of the Programme will take effect on the date stated in the termination notice. You must use any outstanding Reward Points within 30 days of the termination date. All outstanding Reward Points will be automatically cancelled upon the expiry of this 30-day period.

- 46. We may communicate to You in relation to this Programme via:
 - a. via electronic means;
 - b. press advertisements;
 - c. notice in the Cardholder's credit card statement(s) or composite statement;
 - d. display at its business premises; or
 - e. notice on HSBC internet website(s);

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

- 47. These Terms and Conditions are in addition and must be read together with the respective product(s) terms and conditions and the relevant banking agreements referred to in this Programme. In the event of inconsistency, these terms shall prevail in relation to this Programme.
- 48. The below terms also apply:
 - a. HSBC Bank Universal Terms and Conditions ("UTCs") which is available at www.hsbc.com.my;
 - b. HSBC Bank Cardholder Agreements;
 - c. PDPA Notice.
- 49. We shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 50. 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 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.
- 51. You shall be responsible for any applicable taxes.
- 52. Our decision on all matters relating to this Programme shall be final and binding.