# TERMS & CONDITIONS HSBC Amanah Getaway Promotion ("Promotion")

### THE PROMOTION PERIOD

- HSBC Amanah Bank Malaysia Berhad (Registration No. 200801006421 (807705-X)) ("HSBC Amanah") and HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)) ("HSBC Bank") (collectively as "HSBC").
- 2. "Promotion Period" runs from 1 March 2023 to 30 June 2023, both dates inclusive, comprising the following periods:

Promotion Month	Promotion Dates				
1	1 March to 31 March 2023				
2	1 April to 30 April 2023				
3	1 May to 31 May 2023				
4	1 June to 30 June 2023				

#### PARTICIPATION & ELIGIBILITY

3. This Promotion is open to all <u>primary and/or supplementary</u> cardholders of the following Participating HSBC Amanah Credit Cards-i(s) who successfully register to participate in this Promotion ("Eligible Cardholders"). For avoidance of doubt, the supplementary cardholders of Participating HSBC Amanah Credit Card-i(s) can participate in this Promotion in which the Promotion Entries and Eligible Spend made will be consolidated and only the primary cardholders of Participating HSBC Amanah Credit Card-i(s) stand to receive the Prizes.

### Table 1: Participating HSBC Amanah Credit Card-i(s)

HSBC Amanah Credit Card-i(s)	HSBC Amanah Premier World MasterCard Credit Card-i		
	HSBC Amanah MPower Platinum Credit Card-i		
	•	HSBC Amanah MPower Credit Card-i	

- 4. The following categories of persons are **<u>not eligible</u>** to participate in this Promotion:
  - i. Cardholder(s) of HSBC Amanah Credit Card-i(s) that are not issued in Malaysia; and/or
  - ii. Cardholder(s) of company and/or corporate HSBC Amanah Credit Card-i(s); and/or
  - iii. Permanent and/or contract employees of HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad.
- 5. Eligible Cardholder whose Participating HSBC Amanah Credit Card-i(s) are not activated and/or delinquent, closed, and/or invalid/inactive, dormant, suspended or cancelled during the Promotion Period or at the time of fulfilment of the rewards/prizes will not be eligible to join and/or receive any rewards/prizes under this Promotion.
- 6. Registration is required for participation to win the Monthly Grand Prize and Monthly Cashback and the registration process is as follows:

#### **Registration Process:**

- a. SMS: M1<space>your last 6-digit Participating HSBC Amanah Credit Card/-i (s) number to 66300; OR
- b. Eligible Cardholders who receive an SMS invitation from HSBC to participate in this Promotion must follow the registration instructions as stated therein; OR
- c. Eligible Cardholders who meet the minimum Travel Category spend of RM1,000 per month will be auto-registered; OR
- d. Follow the registration instructions in the EDM invitation or respective marketing communication materials

Note: Standard telecommunication charges will apply for each SMS registration sent.

7. SMS registration can be performed by either primary or supplementary Cardholder using the mobile number maintained in HSBC's records. Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS at no cost to the mobile number used for the registration. In the event the SMS is incomplete/invalid, an SMS will be sent to the Eligible Cardholder at no cost requesting to re-register. The Eligible Cardholders must ensure they have keyed in the correct Participating HSBC Amanah Credit Card-i number in the SMS to register successfully.

### **PROMOTION MECHANICS**

8. Each primary Eligible Cardholder stands to receive maximum one (1) unit of Monthly Grand Prize or one (1) unit of Monthly Cashback, throughout the Promotion Period in accordance with the terms and conditions herein.

#### **Monthly Grand Prize and Monthly Cashback**

- 9. The Monthly Grand Prize and Monthly Cashback are collectively referred to as the "**Prizes**". The Prizes to be given out under this Promotion are pooled together with the HSBC Getaway Promotion. HSBC Bank is the sole provider for all Prizes.
- 10. To win the Monthly Grand Prize (refer to Table 3 for the prize details), the Eligible Cardholder must earn Promotion Entries based on the Spend Criteria in Table 2 during the Promotion Period.
- 11. To be eligible for the Monthly Cashback, Eligible Cardholders who spend the highest Eligible Spend per Promotion Month ("**Top Monthly Travel Spenders**") with a minimum amount of RM1,000 on Travel Category (as per Clause 12 and 14 below) in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Amanah Credit Card/-i(s) throughout the Promotion Month stands to receive the Monthly Cashback, on a first come first serve basis, subject to the Monthly Cashback Capping in Table 3.
- 12. "Eligible Spend" for this Promotion:
  - a. includes:
    - (i) all local currency transactions on **Travel Category with the prescribed Merchant Category Code ("MCC")** in Clause 14 below; and
    - (ii) all foreign currency transactions excluding Dynamic Currency Conversion (DCC) that are charged to the Eligible Cardholders' primary and supplementary Participating HSBC Amanah Credit Card-i(s), and
  - b. <u>excludes:</u> all local currency transactions that do not match the prescribed MCC in Clause 14 below and standing instructions/auto-billing transactions.
- 13. The tracking of the Eligible Spend is based on transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in HSBC's system throughout the Promotion Period. HSBC will not be held responsible for any late posting.
- 14. Travel Category with the prescribed MCC' as mentioned in clause 12a (i) above:

Category	Merchant Category Code (MCC)		
Travel (Travel Agencies and Tour Operators/ Airlines/ lodging - Hotels, Motels, Resorts)	3000 – 3299, 3500 – 3999, 4722; 7011;4511		
(the "Travel Category")			

15. Eligible Cardholders who meet the Spend Criteria in a single or cumulative receipts/transactions (or equivalent in foreign currency) using their Participating HSBC Amanah Credit Card-i(s) throughout the Promotion Period will earn Promotion Entry(ies) as shown in Table 2 below:

## Table 2: Promotion Entries for Monthly Grand Prize based on Spend Criteria

Spend Criteria	Number of Promotion entry(ies)	
Every RM100 cumulative TAHO spend monthly (including foreign currency spend)	1	
Every RM100 equivalent Eligible Spend in Foreign currency	10	

## Table 3: Total allocation of Prizes

	Prizes				
Monthly Grand	One (1) Travel package with RM25,000 for 2 pax to a preferred destination (" <b>Travel package</b> ")				
Prize Capping	March 2023	April 2023	May 2023	June 2023	
	1 Unit	1 Unit	1 Unit	1 Unit	
Monthly Cashback	Top 100 Monthly Travel Spenders for each Promotion Month will receive RM100 cashback				
Capping	March 2023	April 2023	May 2023	June 2023	
	100 Units	100 Units	100 Units	100 Units	

## Selection of Monthly Grand Prize winners

16. The Monthly Grand Prize selection process is as follows:

- a. All Promotion entries earned throughout the Promotion Period is assigned with a serial number in HSBC's randomizer system.
- b. After the end of the Promotion Period, HSBC will perform a one (1) time randomization of the Promotion Entries received from each Promotion Month to determine the winners, namely the 4 Monthly Grand Prize and 6 Monthly Grand Prize back up winners.
- c. Monthly Grand Prize: The entry ranked 1<sup>st</sup> to 4<sup>th</sup> from the randomization results will be shortlisted as potential Grand Prize winner, (collectively referred to as the "**Potential Winner(s)**").
- d. For avoidance of doubt, the Eligible Cardholder may only win one (1) Monthly Grand Prize or one (1) Monthly Cashback from HSBC Amanah Getaway Promotion.
- e. The Potential Winner(s) will receive notification SMS within four (4) to six (6) weeks after the end of the Promotion Period, at the mobile numbers maintained in HSBC's records, notifying them that they stand a chance to receive the Monthly Grand Prize, subject to answering a question via SMS correctly. He/she must answer the question via SMS correctly within three (3) days from the date of receipt of the SMS. A SMS will then be sent to the Potential Winner(s) to confirm the winners for the Monthly Grand Prize ("Winner(s)"). The Potential Winner(s) who fail to fulfil the requirements under Clause 16 (d) will be disqualified from winning the Monthly Grand Prize.
- f. In the event HSBC has not selected a Monthly Grand Prize Winner due to any conditions in Clause 16(e) is not complied with (including no mobile number maintained in HSBC's records), the next available entry i.e. entry ranked 5<sup>th</sup> onwards from the respective randomization results will be selected as Potential Winners and same process in Clause 16(e) will be repeated until a Potential Winner is identified from the first randomization. If no Monthly Grand Prize Winner has been selected from the first randomization, then the same process in Clause 16 (b) to (e) shall be repeated up to two (2) rounds, and thereafter the Monthly Grand Prize, if any, shall be forfeited.
- 17. HSBC will notify the Monthly Grand Prize winners on the details of the authorised agent who will be contacting the winners within two (2) weeks after the Monthly Grand Prize winners have been selected as per Clause 16.

- 18. The Monthly Grand Prize winners agree to attend a prize presentation ceremony and/or other publicity programs for this Promotion at his/her own costs and expenses if required by HSBC. If the winners are unable to attend such ceremony and/or other publicity programs, the winners shall promptly notify HSBC to nominate a proxy with valid reason.
- 19. The following terms and conditions apply to the **Monthly Grand Prize only**:
  - The Travel package must be utilised by the selected Winner within one (1) year upon notification of winning the Monthly Grand Prize and can be of any travel package/destination of choice available with Corporate Information Travel Sdn Bhd;
  - b. The Travel Package does not include travel insurance/takaful, visa application and fees, transportation to and from airport, taxes, non-package scheduled transportation, meals, events, activities and services, hotel incidentals (e.g. phone, mini bar, laundry, room service etc), and other applicable service fees and charges and personal expenses;
  - c. Corporate Information Travel Sdn Bhd's terms and conditions shall apply.
- 20. The following terms and conditions apply to the **Cashback**:
  - a. For the Participating HSBC Amanah Credit Card/-i(s), the Eligible Cardholder with the higher spend amount that fulfils the criteria will be entitled to the Cashback in the event of a tie in transaction time. Whereas in the event the spend amounts are the same, the Eligible Cardholder with the higher ranking type of Participating HSBC/HSBC Amanah Credit Card-i(s) will get the Cashback.

(For avoidance of doubt, the Participating HSBC Credit Cards/-i(s) ranking are in the following order (highest to lowest rank): <u>HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card,</u> <u>HSBC Amanah Premier World MasterCard Credit Card-i, HSBC Advance Visa Platinum Credit Card, HSBC</u> <u>Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Platinum MasterCard Credit Card,</u> <u>HSBC Amanah MPower Platinum Credit Card-i and HSBC Amanah MPower Credit Card-i.</u>

Example 1: Customer A spends RM2,000 on 15<sup>th</sup> April 2022 at 11.30am whereas Customer B spends RM2,500 on 15<sup>th</sup> April 2022 at 11.30am. Customer B will be eligible for the Monthly Cashback for the month which is subjected to the Monthly Cashback Allocation on a first come first served basis.

Example 2: Customer A who holds HSBC Amanah Premier World MasterCard Credit Card-i spend RM2,500 on 15<sup>th</sup> April 2022 at 11.30am whereas Customer B who holds HSBC Amanah MPower Platinum Credit Card-i spends RM2,500 on 15<sup>th</sup> April 2022 at 11.30am. Customer A will be eligible for the Monthly Cashback for the month which is subjected to the Monthly Cashback Allocation on a first come first served basis.

- b. The Cashback will be credited into the primary Eligible Cardholder's Participating HSBC Amanah Credit Card/-i(s) within four (4) to six (6) weeks after the end of the Promotion Period. Fulfilment of the Cashback will be notified in the credit card statement.
- c. In the event the Monthly Cashback allocated for a specific Promotion Month has not been fully given out, the unutilised Monthly Cashback will be brought forward to the following Promotion Month.
- 21. The following terms and conditions apply to **all Prizes**:
  - a. The Prizes are not transferable and cannot be exchanged for cash, credit or in kind;
  - b. HSBC will not entertain any requests to deliver the Prizes to any other person;
  - c. HSBC reserves the right to substitute the Prizes with any other item of similar value at any time with 3 days' prior notice;
  - d. The Prizes do not include any accessories or items that are shown in the leaflet or website or any marketing materials, as they are for illustration purposes only;
  - e. All brands mentioned of the Prizes are not participants in or sponsors of this Promotion. All logos and trademarks of the brands are registered in the respective origin countries;
  - f. Any query or dispute on the usage or fitness for purpose of the Prizes must be directed to and resolved directly with the respective brands and subject to their terms and conditions. Eligible Customers agree that HSBC has no liability in this regard;
  - g. Eligible Customers agree that HSBC has the right to collect and process information, for purposes as provided for in HSBC's Notice to Customers relating to the Personal Data Protection Act 2010 ("PDPA

**Notice**") and HSBC's Universal Terms and Conditions ("**UTC**") and disclose necessary information to the HSBC authorized agent to facilitate fulfilment and delivery of the Prizes to the Prizes winners;

- h. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the course of delivery or usage of the Prizes received under this Promotion;
- i. 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 Prizes;
- j. Any unused or unredeemed Prizes after the end of the validity period (if any) will lapse and be invalid. If the purchase at the participating merchants is for a value less than the amount of the Prize, the difference between the Prize and the purchase will be forfeited and no refund will be given. If the value of the Prize is less than the value of the item(s) purchased, the difference shall be borne by the Prize Winner.
- k. Eligible Cardholder will be disqualified from participating or receiving the Prizes if any Eligible Spend is disputed or alleged to be fraudulent.

#### **GENERAL TERMS & CONDITIONS**

- 22. HSBC Amanah reserves the right to amend the terms and conditions or cancel this Promotion if necessary, with 3 days' prior notice.
- 23. HSBC Amanah may communicate to the Eligible Cardholder in relation to this Promotion via:
  - a. via electronic means;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
  - d. display at its business premises; or
  - e. notice on HSBC Amanah's internet website(s);

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

- 24. 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 Promotion. In the event of inconsistency, this terms shall prevail in relation to this Promotion.
- 25. The below terms also applies:
  - (i) HSBC Amanah Universal Terms and Conditions ("UTCs") which are available at www.hsbcamanah.com.my;
  - (ii) HSBC Amanah Cardholder Agreements;
  - (iii) HSBC Amanah's Notice Relating to the Personal Data Protection Act 2010.
- 26. HSBC Amanah shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 27. The Eligible Cardholder shall be responsible for any applicable taxes.
- 28. HSBC Amanah's decision on all matters relating to this Promotion shall be final and binding.