

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

**This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 01<sup>st</sup> October 2023**

- Clause 16, Table 1: The Charity Merchant Category Code (MCC) has been amended.

### **DEFINITION**

1. "Bank" or "We" or "Our" herein means HSBC Amanah Malaysia Berhad (Registration No. 200801006421 (807705-X)).
2. "Programme" means HSBC Amanah MPower Credit Card-i Programme.
3. "HSBC Amanah Credit Card-i" means HSBC Amanah MPower Credit Card-i issued in Malaysia.
4. "Cardholders" means all primary and/or supplementary cardholders of a HSBC Amanah Credit Card-i excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Amanah Credit Card-i that are not issued in Malaysia;
  - b. Cardholder(s) of invalid or cancelled HSBC Amanah Credit Card-i and/or whose accounts are delinquent within the Bank's definition;
  - c. Cardholder(s) of company and/or corporate HSBC Amanah Credit Cards-i.
5. "Overseas Spend" means overseas spend made in foreign currency outside Malaysia and online transactions in foreign currency.
6. "Local Spend" means local spend made within Malaysia and online transactions in local currency (Ringgit Malaysia).
7. "Merchant Category Code" means the code assigned by the respective acquiring bank to identify the type of business or service a company offers.
8. "Merchant Identity Description" means the name or description assigned by the respective acquiring bank to differentiate merchants.
9. "Posting Date" means the date the transaction is charged to the HSBC Amanah Credit Card-i and may be a few days later than the actual transaction date.
10. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 13 below.
11. "Eligible Charity Spend" refers to transactions made at charitable/non-profitable organization(s) which correspond with the Merchant Category Codes specified in Table 1 (Part A Charity Donation by the Bank) below.
12. "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](http://www.hsbcamanah.com.my/charities).

## A. CHARITY DONATION BY THE BANK

13. HSBC 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 ("Annual Charity Donation Capping"). The Annual Charity Donation Capping is a shared capping among HSBC's participating credit card programmes and is pooled together with HSBC Amanah Malaysia Berhad's participating credit card-i programmes. The full list of participating credit card-i programme is available [here](#).
14. 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](http://www.hsbc.com.my/charities).
15. 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.
16. An example of the Charity Donation Calculation is illustrated in Example 3 below:

**Example 3: Charity Donation calculation**

Eligible Cardholder	Donation Type	Eligible Charity Spend by Eligible Cardholders (RM)	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% of the Eligible Charity Spend	15
B	Donated to World Vision	3,500.50	RM3,500.50 x 1% of the Eligible Charity Spend	35 <i>(Rounded down to the nearest sen)</i>
C	Donated to Makna	850	RM850 x 1% of the Eligible Charity Spend	8.50
<b>Total</b>		<b>5,850.50</b>	<b>Total</b>	<b>58.50</b>

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

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

17. 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
<b>Total</b>		<b>RM210,000</b>

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.

18. 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 HSBC is not responsible for such discrepancies which are beyond Our control.

**GENERAL TERMS & CONDITIONS**

19. We reserve the right to publish or display the name, picture and city of residence of Cardholders 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.
20. We reserve the right to amend these Terms and Conditions or terminate this Programme, if necessary, with 3 days’ prior notice.
21. 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 4<sup>th</sup> day after its delivery.

- 22. 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.
- 23. The below terms also apply :
  - a. HSBC Bank Universal Terms and Conditions ("UTCs") which is available at [www.hsbc.com.my](http://www.hsbc.com.my);
  - b. HSBC Bank Cardholder Agreements;
  - c. PDPA Notice.
- 24. We shall not be liable for any default due to any act of God or any event beyond the reasonable control of HSBC.
- 25. You shall be responsible for any applicable taxes.
- 26. Our decision on all matters relating to this Programme shall be final and binding.