

## TERMS & CONDITIONS FOR HSBC PREMIER WORLD MASTERCARD CREDIT CARD 2018

*This Amended Terms and Conditions will supersede the existing Amended HSBC Premier World Credit Card Terms and Conditions with effect from **21 May 2018**.*

*For clarity, the following clauses were amended:*

- **Clause 1(e)** has been amended to specify that the complimentary Uber ride is only applicable in locations where Uber operates.
- **Clause 40** has been added to state that the Uber Promo Code will be issued for Eligible Transactions transacted on or before 30 September 2018. The Promo Code issued will be valid for use until 1 November 2018, at locations where Uber operates.
- **Clauses 46 and 56** have been amended to reflect that the complimentary Uber ride is only applicable in locations where Uber operates.

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

**Note: As Uber's operations in Southeast Asia have been acquired by Grab, the complimentary Uber ride referred to herein is applicable in locations where Uber still operates, and is valid until 1<sup>st</sup> November 2018. Uber no longer operates in Southeast Asia. For more information, please visit <https://www.uber.com>.**

HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC Bank".

### PROGRAMME

1. The HSBC Premier World Credit Card Programme ("Programme") is exclusively for HSBC Premier World MasterCard Credit Cardholders ("**Eligible Cardholders**") and consists of the following privileges:
  - a) Airport Lounge Programme
  - b) Complimentary Global Preferred Wi-Fi
  - c) Agoda Offer
  - d) Expedia Offer
  - e) Complimentary Uber Ride **in locations where Uber operates**
2. The privileges extended to Eligible Cardholders are reviewed on a periodic basis and may be substituted, changed and/or withdrawn by HSBC Bank with 3 days' prior notice.
3. The privileges under this Programme are for all primary Eligible Cardholders. Supplementary Eligible Cardholders may participate or enjoy the privileges of the Programme as stated in Part B (*Complimentary Global Preferred Wi-Fi*) below.

### **A. AIRPORT LOUNGE PROGRAMME**

4. Eligible Cardholders stand to enjoy complimentary visits to the Plaza Premium Lounge at the following locations and which are managed by the respective Service Providers:
  - a. Kuala Lumpur International Airport (International Departure) by Plaza Premium Lounge Malaysia Sdn Bhd;
  - b. Hong Kong International Airport by Plaza Premium Lounge Management Ltd; and

c. Singapore Changi Airport by Plaza Premium Lounge Singapore Pte Ltd, (hereinafter referred to as the “Lounges”).

5. Eligible Cardholders are entitled to a maximum number of 6 complimentary visits throughout the Programme Period as stated in the Terms and Conditions of “HSBC Plaza Premium Lounge Programme 2018”. For avoidance of doubt, the total of 6 visits are for all the Lounges and the Eligible Customer’s 7th and subsequent visits to any of the Lounges will be subject to the applicable charges by the respective service providers.
6. Eligible Cardholders are entitled to 1 complimentary visit of up to 3 consecutive hours per day only (“Privilege”). Any subsequent visit on that day and any visits exceeding the 3 hour limit will be subject to applicable charges as listed at the Lounges by the relevant service provider.
7. The Eligible Cardholders shall enjoy complimentary visits to the Lounges, which is governed by the Terms and Conditions of “HSBC Plaza Premium Lounge Programme 2018” available at <http://www.hsbc.com.my>.

#### **B. COMPLIMENTARY GLOBAL PREFERRED WI-FI**

8. Primary and supplementary Eligible Cardholders may enjoy complimentary, worldwide Wi-Fi hotspot access offered by Boingo that allows unlimited access to over 1 million hotspots up to 4 devices by using their HSBC Premier World MasterCard Credit Card.
9. Available hotspots in Boingo's network are subject to change at any time and there is no guarantee of participating locations or services. A current listing of locations can be found at <http://wifi.boingo.com>.
10. In order to access any Boingo Wi-Fi hotspot, Eligible Cardholders will need to create an account with Boingo at <https://hsbcmv.boingo.com>.
11. Enrolment in Boingo is limited only to the primary and supplementary Eligible Cardholder.
12. Eligible Cardholders will be required to provide their HSBC Premier World MasterCard Credit Card number and other personal details to register for an account with Boingo. There will be no charges for registration with Boingo unless Boingo determines a nominal authorisation is required for validation purposes.
13. Eligible Cardholders will be required to provide their personal data directly to Boingo, and accept Boingo’s terms and conditions before a Boingo account can be created. HSBC Bank shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder’s personal data by Boingo.
14. Upon successful registration, Eligible Cardholders will be prompted to download the Boingo Wi-Finder application software and Boingo shall send the registered Eligible Cardholder a welcome e-mail.
15. HSBC Bank is not responsible for and does not guarantee the quality, security, coverage and/or availability of Boingo’s network of Wi-Fi hotspots or partners, and the Eligible Cardholder agrees that use of the Boingo Wi-Fi network is at the Eligible Cardholder’s own risk.

16. This complimentary Wi-Fi is subject to Boingo's terms & conditions and is non-transferable. If there is a breach of any of Boingo's terms and conditions, Boingo reserves the right to suspend and/or terminate the Eligible Cardholder's Boingo MasterCard Rewards account at their discretion.
17. By downloading the Boingo Wi-Finder app, the Eligible Cardholder gives Boingo permission to access the Eligible Cardholder's locations.

### **C. AGODA OFFER**

18. Eligible Cardholders can enjoy 7% discount for hotel bookings made through <http://www.agoda.com/hsbcmv> using their HSBC Premier World MasterCard Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
19. This Agoda Offer is applicable only to hotels with pre-paid room types that have the "Promotion Eligible" flag. "Pay at hotel" room types are not eligible for this Agoda Offer.
20. The 7% discount is applicable to hotel room charges only, and excludes local taxes, service fees and any other additional charges.
21. The 7% discount shall be applicable to the total amount regardless of the number of rooms or nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
22. The hotel room bookings are subject to availability on Agoda.
23. This Agoda Offer cannot be exchanged for cash or other products or services.
24. The 7% discount will be reflected only when the booking is confirmed after the HSBC Premier World MasterCard Credit Card details are entered and pre-paid hotel option is selected. Once the hotel booking is made, the final amount will be charged to the HSBC Premier World MasterCard Credit Card.
25. The Eligible Cardholder will need to present their HSBC Premier World MasterCard Credit Card upon arrival at the hotel.
26. HSBC Bank will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Agoda on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Agoda and/or the hotels.

### **D. EXPEDIA OFFER**

27. Eligible Cardholders can enjoy 10% discount for hotel bookings made through <http://www.expedia.com.my/HSBCPremier> using their HSBC Premier World MasterCard Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.

28. The Eligible Cardholder must first register for an Expedia account with their HSBC Premier World MasterCard Credit Card or link their existing Expedia account to their HSBC Premier World MasterCard Credit Card, at <http://www.expedia.com.my/HSBCPremier>.
29. To enjoy this Expedia offer, the Eligible Cardholder must go to the website above and key in their HSBC Premier World MasterCard Credit Card number when a booking is made to enable a coupon code to appear at checkout. This coupon must be selected before payment is charged to the HSBC Premier World MasterCard Credit Card.
30. The 10% discount shall be applicable to the total amount before the application of any taxes, tax recovery charges, applicable fees or additional costs on 1 room only regardless of the nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
31. The hotel room bookings are subject to availability on Expedia.
32. The coupon can only be used for bookings within the next 12 months. If a booking is made for a stay beyond 12 months, the coupon cannot be used.
33. This Expedia offer cannot be used with any other discount vouchers, promotions, discounted items and fixed-price items, unless specified.
34. This Expedia offer is not transferable and cannot be exchanged for cash or other products or services.
35. Other restrictions by Expedia may apply and Eligible Cardholders should always refer to the booking conditions set by Expedia on their website.
36. Eligible Cardholders will also enjoy a complimentary +Gold status from Expedia once they register for an Expedia account with their HSBC Premier World MasterCard Credit Card or link their existing Expedia account to their HSBC Premier World MasterCard Credit Card at <http://www.expedia.com.my/HSBCPremier>. The +Gold status is valid for a period of 12 months from the date of registration.
37. The +Gold status allows Eligible Cardholders to enjoy exclusive additional privileges as stated on <https://www.expedia.com.my/rewards/gold> and is subject to Expedia's sole discretion.
38. HSBC Bank will not be liable to the Eligible Cardholders for any disputes between the Eligible Cardholders and Expedia on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Expedia and/or the hotels.

#### **E. COMPLIMENTARY UBER RIDE**

39. Eligible Cardholders who purchase airline ticket(s) of RM 2,500 and above based on airline categories that correspond with any merchant category code within the range of 3000 to 3299 and 4511 and 4582 as per HSBC's system ("**Eligible Transaction**") will receive a Uber promotional code of RM80 ("**Uber Promo Code**").
40. **The Uber Promo Code will be issued for Eligible Transactions transacted on and before 30 September 2018 and the Uber Promo Code issued will be valid for use until 1 November 2018, at locations where Uber operates.**

41. The Eligible Cardholder will receive the Uber Promo Code via SMS which will be sent to his/her mobile number and/or in an email to his/her email address (both of which must be in HSBC Bank's records) after the Eligible Cardholder makes an Eligible Transaction during the Programme Period.
42. The Eligible Cardholder will receive the Uber Promo Code within 14 days of the Eligible Transaction getting posted to the Eligible Cardholder's HSBC Premier World MasterCard Credit Card account.
43. The Eligible Cardholder will receive only 1 Uber Promo Code per day, irrespective of the number of Eligible Transactions made by the Eligible Cardholder on the same day, and will be based on the posting date of the Eligible Transactions.
44. The minimum Eligible Transaction amount is RM2,500, irrespective of the number of airline ticket(s) purchased.
45. In order to utilise the Uber Promo Code, the Eligible Cardholder must first download the Uber App and sign up with Uber by providing their HSBC Premier World MasterCard Credit Card information. Thereafter, the Eligible Cardholder must enter the Uber Promo Code on the Uber App under "Promotions", before requesting for a ride.
46. The Uber Promo Code will be applied on the Eligible Cardholder's next Uber ride **in locations where Uber operates**, provided that the ride is charged to the HSBC Premier World MasterCard Credit Card.
47. The Uber Promo Code is not valid for Uber taxis.
48. The expiry date of the Uber Promo Code will be stated in the same Short Service Message (SMS) in which the Eligible Cardholder receives the code.
49. The Uber Promo Code can only be used once whether or not the RM80 amount is fully utilised. Any unused portion of the Uber Promo Code will be forfeited and cannot be used for future Uber rides.
50. If the cost of the Uber ride exceeds the Uber Promo Code value, the balance will be charged to the Eligible Cardholder's HSBC Premier World MasterCard Credit Card.
51. The Uber Promo Code cannot be redeemed for cash.
52. The Uber Promo Code cannot be combined or used in conjunction with any other codes, vouchers or promotional offers.
53. The Uber Promo Code will only be applied when the Eligible Cardholder uses his/her own Uber account to request for the Uber ride. If the Eligible Cardholder's Uber account was not used to request for the Uber ride, then the Uber Promo Code will not be valid and cannot be used.
54. The Uber service is subject to separate terms and conditions set by Uber. These terms and conditions can be found on <https://www.uber.com>.
55. Eligible Transactions are fully dependent on the list of appropriate merchant codes that correspond with the airline category. There may be airlines which have merchant codes that do not correspond to the airline category. In such cases, these purchases will not be identified as an airline transaction and will not be considered as an Eligible Transaction regardless of the amount

of the transaction. In addition, if the transaction is submitted through agents, third party payment accounts, mobile or online wallets, mobile or wireless card readers, or similar methods and/or if the merchant code is not passed on to HSBC Bank, such transactions will not be considered Eligible Transactions.

56. When the Eligible Cardholder decides to use the Uber Promo Code **in locations where Uber operates**, the value will be converted to the local currency based on the prevailing exchange **solely determined by Mastercard International**.
57. HSBC Bank will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Uber on matters relating to Uber's provision of its service to the Eligible Cardholder. These disputes should be resolved directly with Uber.

## **GENERAL TERMS & CONDITIONS**

58. HSBC Bank reserves the right at its absolute discretion to amend, delete or add to these terms and conditions from time to time with 3 days' prior notice.
59. These terms and conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
60. HSBC Bank 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 Bank of this Programme shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.
61. In no event will HSBC Bank 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 Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
62. To the fullest extent permitted by law, HSBC Bank 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 this Programme.
63. HSBC Bank may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholder:
  - (i) 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 Bank's records;
  - (ii) press advertisements;
  - (iii) notice in the Eligible Cardholder's composite statement(s);
  - (iv) display at its business premises; or
  - (v) notice on HSBC Bank'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.

64. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Programme.

65. The existing terms and conditions applicable to the products and propositions referred to in this Programme are available at [www.hsbc.com.my](http://www.hsbc.com.my) as follows:

Universal Terms & Conditions of HSBC Bank:

- (i) Generic Terms & Conditions;
- (ii) Specific Terms & Conditions for HSBC Premier;
- (iii) Specific Terms & Conditions for Retail Banking & Wealth Management; and
- (iv) Cardholder Agreement.

66. The Eligible Cardholder is reminded that he/she will be responsible for all applicable government taxes or levies relating to the privileges and/or the Programme (if applicable). HSBC Bank 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 Bank. HSBC Bank's decision on all matters relating to this Programme including any dispute will be final and binding on all Eligible Cardholder (s) of this Programme and no correspondence will be entertained.

67. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Bank.