

## Terms and Conditions for HSBC Rewards Programme (August 2017 Edition)

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as **“HSBC”**.
2. This Terms & Conditions for HSBC Rewards Programme (“Programme”) shall take effect from 21 August 2017 and shall supersede the existing HSBC Rewards Programme Terms & Conditions.

### ELIGIBILITY

3. This Programme is open to all primary cardholders of **HSBC Bank Credit Cards**: HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, HSBC Visa Reward Credit Card & HSBC Gold MasterCard Credit Card issued by HSBC Bank,

(hereinafter collectively referred to as the **“Participating HSBC Credit Cards”**),

EXCEPT for the following categories of persons:

- I. Holder(s) of Participating HSBC Credit Cards that are not issued in Malaysia; and/or
- II. Holder(s) of invalid or cancelled Participating HSBC Credit Cards and/or whose accounts are delinquent within HSBC’s definition at any time during the Programme Period; and/or
- III. Holder(s) of HSBC Corporate Credit Cards,

(hereinafter collectively referred to as the **“Eligible Cardholder”**).

### PARTICIPATION IN THE PROGRAMME

4. Eligible Cardholders may participate in the Programme for as long as they hold a Participating HSBC Credit Card, unless any of the Eligible Cardholder’s Participating HSBC Credit Cards are not in good standing (overdue in payment or has exceeded its limit), are cancelled and/or terminated.
5. Once a Participating HSBC Credit Card account is cancelled and/or terminated, the Reward Points accumulated in that Participating HSBC Credit Card account are automatically forfeited.
6. HSBC reserves the right to suspend, disqualify and/or exclude any Eligible Cardholder from participating in the Programme.

### EARNING REWARD POINTS

7. Eligible Cardholders will earn one Reward Point for every whole RM1.00 spent on the Participating HSBC Credit Cards (whether the transactions are made in Malaysia or not), subject to the exclusions listed below:
  - I. Cash Advance
  - II. Late Payment Charge
  - III. Finance Charge
  - IV. Annual Fee
  - V. Goods and Services Tax
  - VI. Balance Transfer
  - VII. Cash Instalment Plan
  - VIII. Balance Conversion Plan
  - IX. Transactions at petrol stations
  - X. Card Instalment Plan

(hereinafter referred to as **“Eligible Spend”**).

8. Supplementary cardholders of Participating HSBC Credit Cards will also earn Reward Points on every whole RM1.00 spent on their supplementary credit card but the Reward Points will be credited into their primary cardholder’s Participating HSBC Credit Card account.
9. Reward Points accumulated will be reflected in the Eligible Cardholder’s Participating HSBC Credit Card monthly statement.

10. Adjustments will be made to the number of Reward Points accrued in the Eligible Cardholder's Participating HSBC Credit Card account if there are any disputed credit(s) or debit(s) posted to the Eligible Cardholder's Participating HSBC Credit Card account, including but not limited to, those arising from returned goods or services or from billing disputes. Any disputed transactions/billings will not earn Reward Points.
11. Reward Points hold no monetary value and can only be used for redemption of Reward Items (as defined below). Reward Points cannot be exchanged for cash.
12. Reward Points cannot be transferred to another Eligible Cardholder's Participating HSBC Credit Card account.
13. HSBC is not responsible for any delay in the posting of transactions which may result in a delay in the accrual of Reward Points.

#### VALIDITY OF REWARD POINTS

14. Reward Points earned are valid for up to three (3) years from the date of earning the Reward Points, as explained in Example 1 below.

Example 1:

Reward Points Earned During	Expiry Month of Reward Points
Aug-17	Aug-20
Jan-18	Jan-21
Jun-19	Jun-22

15. Reward Points that are not redeemed at the end of the expiry month in the third year after the date of allocation will expire and be deducted from the Reward Points balance appearing in the Eligible Cardholder's Participating HSBC Credit Card statement, subject to Clause 14.
16. If the validity of the Reward Points is shortened or extended, HSBC will give Eligible Cardholders at least 30 days' notice of such change.

#### REWARD POINTS REDEMPTION

17. HSBC will publish an online Rewards Catalogue which will list all the items, cash vouchers, cash back, frequent flyer air miles and annual fee waivers ("**Reward Items**") that are available for redemption, together with the number of Reward Points required for redemption of each of the Reward Items.
18. HSBC Rewards Catalogue (the "**Catalogue**") may also list a Fast Track Option where redemption of a Reward Item may involve a reduced number of Reward Points and a Malaysian Ringgit amount to be charged respectively to the Participating HSBC Credit Card account.
19. Reward Points accumulated in the Eligible Cardholder's primary and/or supplementary Participating HSBC Credit Card account can only be redeemed by the primary Eligible Cardholder. The Eligible Cardholder's Participating HSBC Credit Card has to be activated before a redemption can be processed.
20. Eligible Cardholders may redeem Reward Items through any of the following channels:
  - I. Online at [www.hsbc.com.my/rewards](http://www.hsbc.com.my/rewards)
  - II. Contact Centre at 603 83215400 or 1300 88 1388
  - III. HSBC Bank Branches.
21. Although the Catalogue is composed with care, HSBC reserves the right to cancel the Eligible Cardholder's request for redemption of Reward Items if there is a manifest and/or unintended error in the Catalogue. The Eligible Cardholder will be notified of the cancellation via SMS or letter.
22. Reward Points may not be redeemed until they have been allocated by HSBC Bank into the Eligible Cardholder's Participating HSBC Credit Card account.

23. When a request for redemption of Reward Points is received from an Eligible Cardholder, HSBC will deduct the required number of Reward Points from the Eligible Cardholder's Participating HSBC Credit Card account as specified in the Catalogue following the Reward Items redeemed.
24. If there are insufficient Reward Points in that Eligible Cardholder's Participating HSBC Credit Card account, HSBC will decline the redemption request and inform the Eligible Cardholder via SMS.
25. Certain Reward Items may be covered by a manufacturer's warranty. The Eligible Cardholder should direct any disputes and/or complaints regarding the Reward Item to:
- (i) the fulfillment agency within 3 business days from the date of receipt of the Reward Item for any delivery defects in the Reward Items;
  - (ii) the manufacturer for manufacturing defects in the Reward Items; or
  - (iii) the respective service provider for any other issues in relation to the Reward Items;

as HSBC bears no liability and will not be responsible for resolving such disputes and/or complaints.

26. All Reward Items featured in the Catalogue are available while stocks last and HSBC reserves the right to withdraw and/or replace such Reward Items with a substitute of equal monetary value featured in the Catalogue, and/or change the Reward Points required or the Fast Track option for redemption at any time without notice.

27. Reward Items:

- (i) are strictly non-returnable and non-exchangeable for other Reward Items, cash or credit under any circumstances;
- (ii) do not have a "trial period"; and
- (iii) in the form of Cash Vouchers are valid until the date stated as the "Expiry Date" on it; and
- (iv) may be subject to further Terms and Conditions set by the service establishment or supplier of the Reward Item.

28. Once a redemption request has been submitted to HSBC, it cannot be reversed, cancelled or changed.

29. Any additional meals, transportation, accommodation, installation charges or other arrangements made in connection with any Reward Item will be the sole responsibility of the Eligible Cardholder.

30. For redemption of Annual Fee Waiver of the Participating HSBC Credit Card, the primary Eligible Cardholders must perform the redemption request following the channels stated in Clause 20 at least one month prior to the anniversary month of the Participating HSBC Credit Card membership.

31. For redemption of Frequent Flyer Air Miles, the Eligible Cardholder must first enroll or already be enrolled as a member of the respective airline(s).

32. The Eligible Cardholder is required to check their Participating HSBC Credit Card statement to reconcile the Reward Points deducted for redemption and notify HSBC if there is a discrepancy in the number of Reward Points deducted within two (2) months of the redemption date. If the Eligible Cardholder does not notify HSBC in writing of any discrepancy within two (2) months of the redemption date, the contents of the credit card statement including the discrepancy shall be taken to be in order and conclusively authorised by and binding on the Eligible Cardholder, who shall be taken to have given up any right to object or claim against HSBC for the discrepancy, and HSBC shall not be liable for the Eligible Cardholder's loss, if any.

## **DELIVERY**

33. HSBC will make arrangements to deliver the Reward Item to the Eligible Cardholder within 3 weeks (barring any unforeseen circumstances) after receipt of the Eligible Cardholder's redemption request.

34. Delivery of Rewards Items shall be made to the address furnished by the Eligible Cardholder at the point of redemption and deemed received by the Eligible Cardholder if there is a written acknowledgment of receipt of the Reward Item. If the address furnished is an office address, the acknowledgment can be by any member of the office. Claims of non-receipt of Reward Items will not be entertained after 1 month from the date of redemption.

35. There will be no delivery of Reward Items to a P.O. Box address or an overseas address.
36. Courier charges will be imposed on the Eligible Cardholder's Participating HSBC Credit Card account for any re-direction from the original delivery address.
37. HSBC may process Eligible Cardholder's information, for purposes as provided for in HSBC's Notice to Customers relating to the Personal Data Protection Act 2010 (the "**Notice**") and HSBC's Universal Terms and Conditions and disclose pertinent information to the fulfillment agency to facilitate delivery of the Reward Item(s) to the Eligible Cardholder. A copy of the Notice can also be downloaded from [www.hsbc.com.my](http://www.hsbc.com.my)

## **GENERAL TERMS**

38. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and 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.
39. 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 Items redeemed under this Programme.
40. HSBC reserves the right to cancel, terminate or suspend this Programme with 30 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.
41. Termination of the Programme will take effect on the date stated in the termination notice. The Eligible Cardholder 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.
42. 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 internet 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.
43. 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. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my). In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail insofar as they apply to this Programme.
44. Any props, accessories or equipment featured together with the Reward Item(s) in the Catalogue are for ornamental or illustrative purposes and shall not form part of the Reward Item(s).
45. Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation and/or redemption of Reward Points may result in forfeiture of the Reward Points as well as suspension or termination of an Eligible Cardholder's participation in the Programme.

- 46.** 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.
- 47.** HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC's negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC have been advised of the possibility of such loss or damage.
- 48.** By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.