Terms and Conditions for HSBC Rewards & HSBC Premier World Rewards Programmes 1<sup>st</sup> January 2020 Edition

# DEFINITIONS

- 1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
- 2. "Programme" refers to HSBC Rewards & HSBC Premier World Rewards Programmes.
- 3. "HSBC Credit Card" refers to all primary cardholders of the HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card, & HSBC MasterCard Platinum Credit Card issued by HSBC Bank.
- 4. "Cardholders" or "You" or "Your" refers to the HSBC Credit Card but excludes the following categories of persons:
  - I. cardholder(s) of Participating HSBC Credit Cards that are not issued in Malaysia; and/or
  - II. cardholder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent within HSBC's definition at any time during the Programme Period; and/or
  - III. cardholder(s) of HSBC Corporate Credit Cards,
- 5. "Reward Points" refers to the points accumulated in Your account.
- 6. "Premier Travel Credit Card" refers to all primary cardholders of HSBC Premier Travel MasterCard Credit Card issued by HSBC.
- 7. "Air Miles" refers to the air miles accumulated in that HSBC Premier Travel Credit Card account.
- 8. "Rewards Catalogue" refers to the HSBC Rewards Catalogue and HSBC Premier Rewards Catalogue which are published by Us.
- 9. "Reward Items" refer to all items, cash vouchers, and frequent flyer miles that are available for redemption.
- 10. "Fast Track Option" refers to a redemption of a Reward Item that may involve a reduced number of Reward Points and a Malaysian Ringgit amount to be charged respectively to the HSBC Credit Card account.
- 11. "Rewards Cash" refers to a redemption of cash back to the Participating HSBC Credit Card account, using Reward Points.
- 12. "PDPA Notice" refers to HSBC's Notice to Customers relating to the Personal Data Protection Act 2010.
- 13. "UTCs" refer to HSBC Universal Terms and Conditions.

## PARTICIPATION IN THE PROGRAMME

- 14. You may participate in the Programme for as long as You hold a HSBC Credit Card, unless Your HSBC Credit Card is not in good standing (overdue in payment or has exceeded its limit), is cancelled and/or terminated.
- 15. Once a HSBC Credit Card account is cancelled and/or terminated, the Reward Points accumulated in that HSBC Credit Card account are automatically forfeited.
- 16. We reserve the right to suspend, disqualify and/or exclude any Cardholders from participating in the Programme.

#### **REWARD POINTS EARNED BY YOU**

- 17. Reward Points accumulated will be reflected in Your HSBC Credit Card monthly statement.
- 18. Adjustments will be made to the number of Reward Points accrued in Your HSBC Credit Card account if there are any disputed credit(s) or debit(s) posted to Your 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.
- 19. Reward Points can only be used for redemption of Reward Items and Rewards Cash. Reward Points cannot be exchanged for cash.
- 20. Reward Points earned via Your HSBC Credit Card(s) cannot be converted into Air Miles for Your Premier Travel Credit Card. Air Miles earned via Your Premier Travel Credit Card cannot be converted into Reward Points for Your HSBC Credit Card(s). Reward points / Air Miles from another Cardholder's HSBC Credit Card / Premier Travel Credit Card cannot be converted / transferred to the HSBC Credit Card / HSBC Premier Travel Credit Card and vice versa.
- 21. Reward Points earned via Your HSBC Credit Card(s) cannot be transferred to Your other HSBC Credit Card(s).
- 22. We are 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

23. Reward Points earned are valid for up to 3 years from the date of earning the Reward Points, as illustrated in Example 1 below.

Example 1:

Reward Points Earned On	Expiry Date of Reward Points
15-Jun-18	30-Jun-21
01-Sep-19	30-Sep-22
30-Mar-20	31-Mar-23

- 24. Reward Points that are not redeemed before the end of the expiry month in the third year after the date of allocation will expire and be automatically deducted from the Reward Points balance appearing in Your HSBC Credit Card statement, subject to Clause 23.
- 25. If the validity of the Reward Points is shortened or extended, We will give You at least 30 days' notice of such change.

#### **REWARD POINTS REDEMPTION**

- 26. We will publish the Rewards Catalogue which will list all the Reward Items, together with the number of Reward Points required for redemption of each of the Reward Items. The Rewards Catalogue may also list a Fast Track Option for the Reward Items and Rewards Cash option.
- 27. The Rewards Catalogue is available for redemption by You only.
- 28. Reward Points accumulated in Your primary and/or supplementary HSBC Credit Card account can only be redeemed by You.
- 29. You may redeem Reward Items through any of the following channels:
  - I. Online at www.hsbc.com.my/rewards
  - II. Contact Centre at 603 83215222 or 1300 88 9393 (for HSBC Premier World MasterCard Credit Cards)
  - III. Contact Centre at 603 83215400 or 1300 88 1388 (for all other Participating HSBC Credit Card)

- 30. Although the Rewards Catalogue is composed with care, We reserve the right to cancel Your request for redemption of any Reward Items if there is a manifest and/or unintended error in the Rewards Catalogue. You will be notified of the cancellation via SMS or letter.
- 31. Reward Points may not be redeemed until they have been allocated by Us into Your HSBC Credit Card account.
- 32. When a request for redemption of Reward Points is received, We will deduct the required number of Reward Points from Your HSBC Credit Card account as specified by You.
- 33. If there are insufficient Reward Points in Your HSBC Credit Card account, We will decline the redemption request and inform You via SMS.
- 34. Certain Reward Items may be covered by a manufacturer's warranty. You should direct any disputes and/or complaints regarding the Reward Item to:
  - (i) the fulfilment 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 We bear no liability and will not be responsible for resolving such disputes and/or complaints.

- 35. All Reward Items featured in the Rewards Catalogue are available while stocks last and We reserve the right to withdraw and/or replace any Reward Items with a substitute of equal monetary value featured in the Rewards Catalogue, and/or change the Reward Points required or the Fast Track Option for redemption at any time.
- 36. 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";
  - (iii) in the form of Cash Vouchers are valid until the date stated as the "Expiry Date" on it;
  - (iv) may be subject to further terms and conditions set by the service establishment or supplier of the Reward Item.
- 37. Once a redemption request has been submitted to Us, it cannot be reversed, cancelled or changed.
- 38. Any additional meals, transportation, accommodation, installation charges or other arrangements made in connection with any Reward Item will be Your sole responsibility.
- 39. For redemption of Frequent Flyer Air Miles, You must first enrol or be an existing member of the respective airline(s).
- 40. You are required to check their HSBC Credit Card statement to reconcile the Reward Points deducted for redemption and notify Us if there is a discrepancy in the number of Reward Points deducted within 2 months of the redemption date.

## **REWARDS CASH REDEMPTION**

- 41. We will award the Rewards Cash within 6 weeks (barring any unforeseen circumstances) after receipt of Your redemption request, unless stated otherwise.
- 42. For redemption of Rewards Cash, You will still need to make payment to Us for the minimum monthly repayment as stated in the specific month's credit card statement. Failure to pay the minimum monthly repayment may result in late payment charges being incurred.

## DELIVERY

- 43. We will make arrangements to deliver the Reward Item to You within 3 weeks (barring any unforeseen circumstances) after receipt of Your redemption request, unless stated otherwise.
- 44. Delivery of Reward Items shall be made to the address furnished by You at the point of redemption and deemed received by You if there is a written acknowledgement of receipt of the Reward Item. Claims of non-receipt of Reward Items will not be entertained after 1 month from the date of redemption.
- 45. There will be no delivery of Reward Items to a P.O. Box address or an overseas address.
- 46. Courier charges will be imposed on Your HSBC Credit Card account for any re-direction from the original delivery address.
- 47. We may process Your information, for purposes as provided for in the PDPA Notice and UTCs and disclose pertinent information to the fulfilment agency to facilitate delivery of the Reward Items to You. A copy of the Notice can also be downloaded from <a href="http://www.hsbc.com.my">www.hsbc.com.my</a>.

## GENERAL TERMS

- 48. We reserve the right to vary, delete or add to any of these Terms and 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.
- 49. To the fullest extent permitted by law, We 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.
- 50. We reserve the right to cancel, terminate or suspend this Programme with 30 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by Us of this Programme shall not entitle You to any claim or compensation against You for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.
- 51. 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.
- 52. We may use any of the following modes to communicate notices in relation to this Programme to You:
  - a) Individual notice to You (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in the Our records;
  - b) Press advertisements;
  - c) Notice in Your credit card statement(s);
  - d) Display at its business premises; or
  - e) Notice on Our 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.

- 53. These Terms and Conditions are in addition to the UTCs of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by Us. The UTCs are available at <u>www.hsbc.com.my</u>. In the event of inconsistency between this Terms and Conditions and the UTCs, this Terms and Conditions shall prevail insofar as they apply to this Programme.
- 54. Any props, accessories or equipment featured together with the Reward Items in the Catalogue are for ornamental or illustrative purposes and shall not form part of the Reward Items.
- 55. 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 Your participation in the Programme.

- 56. We 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 Our reasonable control.
- 57. We shall only be liable for any loss or damage suffered or incurred as a direct result of Our 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 We have been advised of the possibility of such loss or damage.
- 58. By participating in this Programme, You agree to be bound by this Terms and Conditions and Our decisions.