

## **Terms and Conditions for HSBC Premier Travel Rewards Programme**

**EFFECTIVE 15 MARCH 2019**

### **DEFINITIONS**

1. "HSBC" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Premier Travel Rewards Programme.
3. "Participating HSBC Credit Card" refers to all primary cardholders of the HSBC Premier Travel MasterCard Credit Card issued by HSBC.
4. "Eligible Cardholder" refers to the Participating 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 Participating 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. "Air Miles" refers to the air miles accumulated in that Participating HSBC Credit Card account.
6. "Reward Points" refers to the points accumulated in the Eligible Cardholder's other credit card besides the Participating HSBC Credit Card.
7. "Exclusive Catalogue" refers to the HSBC Premier Travel Rewards Catalogue which is published by HSBC.
8. "Reward Items" refer to all items, cash vouchers, and frequent flyer miles that are available for redemption.
9. "Fast Track Option" refers to a redemption of a Reward Item that may involve a reduced number of Air Miles and a Malaysian Ringgit amount to be charged respectively to the Participating HSBC Credit Card account.
10. "Rewards Cash" refers to a redemption of cash back to the Participating HSBC Credit Card account, using Air Miles.
11. "PDPA Notice" refers to HSBC's Notice to Customers relating to the Personal Data Protection Act 2010.
12. "UTCs" refer to HSBC Universal Terms and Conditions.

### **PARTICIPATION IN THE PROGRAMME**

13. An Eligible Cardholder may participate in the Programme for as long as he/she holds a Participating HSBC Credit Card, unless the Eligible Cardholder's Participating HSBC Credit Card is not in good standing (overdue in payment or has exceeded its limit), is cancelled and/or terminated.
14. Once a Participating HSBC Credit Card account is cancelled and/or terminated, the Air Miles accumulated in that Participating HSBC Credit Card account are automatically forfeited.
15. HSBC reserves the right to suspend, disqualify and/or exclude any Eligible Cardholder from participating in the Programme.

## AIR MILES EARNED BY ELIGIBLE CARDHOLDER

16. Air Miles accumulated will be reflected in the Eligible Cardholder's Participating HSBC Credit Card monthly statement.
17. Adjustments will be made to the number of Air Miles 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 Air Miles.
18. Air Miles can only be used for redemption of Reward Items and Rewards Cash. Air Miles cannot be exchanged for cash.
19. Reward points earned via the Eligible Cardholder's other HSBC Credit Card(s) cannot be converted into Air Miles for the Participating HSBC Credit Card. Air Miles earned via the Participating HSBC Credit Card cannot be converted into Reward Points for the Eligible Cardholder's other HSBC Credit Card(s). Reward points / Air Miles from another Eligible Cardholder's HSBC Credit Card cannot be converted / transferred to the Participating HSBC Credit Card and vice versa.
20. HSBC is not responsible for any delay in the posting of transactions which may result in a delay in the accrual of Air Miles.

## VALIDITY OF AIR MILES

21. Air Miles earned are valid for up to 3 years from the date of earning the Air Miles, as illustrated in Example 1 below.

Example 1:

<b>Air Miles Earned On</b>	<b>Expiry Date of Air Miles</b>
15-Jun-18	30-Jun-21
01-Sep-19	30-Sep-22
30-Mar-20	31-Mar-23

22. Air Miles 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 Air Miles balance appearing in the Eligible Cardholder's Participating HSBC Credit Card statement, subject to Clause 21.
23. If the validity of the Air Miles is shortened or extended, HSBC will give Eligible Cardholders at least 30 days' notice of such change.

## AIR MILES REDEMPTION

24. HSBC will publish the Exclusive Catalogue which will list all the Reward Items, together with the number of Air Miles required for redemption of each of the Reward Items. The Exclusive Catalogue may also list a Fast Track Option for the Reward Items and Rewards Cash option.
25. The Exclusive Catalogue is available for redemption by HSBC Premier Travel MasterCard Credit Cardholders only.
26. Air Miles accumulated in the Eligible Cardholder's primary and/or supplementary Participating HSBC Credit Card account can only be redeemed by the primary Eligible Cardholder.
27. 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 83215222 or 1300 88 9393

28. Although the Exclusive Catalogue is composed with care, HSBC reserves the right to cancel the Eligible Cardholder's request for redemption of any Reward Items if there is a manifest and/or unintended error in the Exclusive Catalogue. The Eligible Cardholder will be notified of the cancellation via SMS or letter.
29. Air Miles may not be redeemed until they have been allocated by HSBC into the Eligible Cardholder's Participating HSBC Credit Card account.
30. When a request for redemption of Air Miles is received, HSBC will deduct the required number of Air Miles from the Eligible Cardholder's Participating HSBC Credit Card account as specified by the Eligible Cardholder.
31. If there are insufficient Air Miles in that Eligible Cardholder's Participating HSBC Credit Card account, HSBC will decline the redemption request and inform the Eligible Cardholder via SMS.
32. 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 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 HSBC bears no liability and will not be responsible for resolving such disputes and/or complaints.
33. All Reward Items featured in the Exclusive Catalogue are available while stocks last and HSBC reserves the right to withdraw and/or replace any Reward Items with a substitute of equal monetary value featured in the Exclusive Catalogue, and/or change the Air Miles required or the Fast Track Option for redemption at any time.
34. 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.
35. Once a redemption request has been submitted to HSBC, it cannot be reversed, cancelled or changed.
36. 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.
37. For redemption of Frequent Flyer Air Miles, the Eligible Cardholder must first enrol or be an existing member of the respective airline(s).
38. The Eligible Cardholder is required to check their Participating HSBC Credit Card statement to reconcile the Air Miles deducted for redemption and notify HSBC if there is a discrepancy in the number of Air Miles deducted within 2 months of the redemption date.

## **REWARDS CASH REDEMPTION**

39. For redemption of Rewards Cash, Eligible Cardholders will still need to make payment to HSBC 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

40. 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, unless stated otherwise.
41. Delivery of Reward 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 acknowledgement of receipt of the Reward Item. If the address furnished is an office address, the acknowledgement 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.
42. There will be no delivery of Reward Items to a P.O. Box address or an overseas address.
43. Courier charges will be imposed on the Eligible Cardholder's Participating HSBC Credit Card account for any re-direction from the original delivery address.
44. HSBC may process Eligible Cardholder's 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 the Eligible Cardholder. A copy of the Notice can also be downloaded from [www.hsbc.com.my](http://www.hsbc.com.my).

## GENERAL TERMS

45. HSBC reserves the right at its absolute discretion 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.
46. 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.
47. 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.
48. Termination of the Programme will take effect on the date stated in the termination notice. The Eligible Cardholder must use any outstanding Air Miles within 30 days of the termination date. All outstanding Air Miles will be automatically cancelled upon the expiry of this 30-day period.
49. 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.

50. These Terms and Conditions are in addition to the 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.
51. 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.
52. Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation and/or redemption of Air Miles may result in forfeiture of the Air Miles as well as suspension or termination of an Eligible Cardholder's participation in the Programme.
53. 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.
54. 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.
55. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.