

home&Away Privilege Program

terms and conditions

To use HSBC's *home&Away* Privilege Program, you must agree to be bound by these terms and conditions as varied from time to time.

While in Australia, the following terms and conditions will apply to the *home&Away* Privilege Program.

1. HSBC's *home&Away* Privilege Program ("the Program") is operated by HSBC Bank Australia Limited Limited ABN 48 006 434 162 ("HSBC") and issued to selected customers of HSBC and its related companies.

"Program Participants" are organisations, which extend a discount, upgrade or other offer to users of the Program.

HSBC invites you at its sole discretion to use the Program by issuing you with an Eligible Card as shown in clause 6.

HSBC may terminate your use of the Program without notice and for any reason, including if you:

- do not comply with these terms and conditions
- do not comply with the terms and conditions of an Eligible Card
- cease to have any current business with HSBC or its related companies
- abuse any privilege offered to you under the Program.

HSBC may change these terms and conditions at any time and reserves the right to suspend or terminate the program at any time without prior notice.

Any changes to these terms and conditions will be notified with the monthly statement of your Eligible Card account. A change will be notified no later than the day on which the change takes effect, unless any applicable law or code of conduct requires us to do something different.

The relevant provisions of the Code of Banking Practice apply to the *home&Away* Privilege Program.

General descriptive information about our banking services is set out in our booklet "Your Personal Banking Guide".

The booklet includes the following information:

- complaint handling procedures
- HSBC's obligations regarding the confidentiality of your information
- a recommendation that you read the applicable terms and conditions.

2. The benefits available are listed in HSBC's Rewards Plus catalogue, HSBC's website, and in general advertising material.

All information is accurate at the time of publication, but may change without notice to you.

All benefits are subject to availability and other terms and conditions imposed by us, or Program Participants as communicated in the media above. Unless otherwise stated, no benefit may be used in conjunction with any other offer. The benefits, and any rights they confer, cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

3. To claim a benefit, you must supply your Eligible Card number by showing the card, swiping the card or quoting the number over the telephone at the time of the transaction. If you do not do so, you cannot claim the benefit at a later date.
4. HSBC will comply with the Australian Direct Marketing Code of Practice on Privacy as a minimum standard in relation to information about your participation in HSBC's *home&Away* Privilege Program.

Program Participants may collect information for:

- the provision or performance of services relating to the Program
- the administration of the Program
- planning, research and the marketing of products and services of HSBC and its related companies, or any Program Participant
- HSBC and its related companies, their agents and contractors can seek access to, collect, use and disclose that information between themselves for these purposes. However, Program Participants who are not or their related companies, will not have access to your name and address unless you agree to provide it to them. HSBC may pass information about your transactions in HSBC's *home&Away* Privilege Program to its related companies, unless you tell us not to.

5. HSBC has taken and will take all reasonable care to ensure that information it publishes in relation to HSBC's *home&Away* Privilege Program is accurate, but does not accept any liability relating to information provided by third parties. All descriptions of benefits published by HSBC are based on information supplied by Program Participants.

We are not responsible for: (a) any benefit you receive under the program; (b) any death or injury or consequential loss or damage from a benefit; or (c) any loss, theft or destruction of a benefit or a voucher.



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HSBC is not liable for:

- any unauthorised use of the Program
- any failure by you to notify a Program Participant that a transaction is eligible for a benefit under the Program
- any benefit not being available for any reason
- any failure by a Program Participant to meet the terms and conditions on which it has agreed to provide a benefit
- any failure to notify you of any change in these terms and conditions, the benefits, Program Participants or qualifying goods and services
- the suspension and/or termination of the Program.

All conditions and warranties, whether express or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Program are expressly excluded to the full extent permitted by law. Any liability HSBC may have to you under legislation in respect of such goods and services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing the goods, at HSBC's option.

Program Participants do not have any authority, express or implied, to make any representations, warranties or statements on behalf of HSBC.

Any tax which is payable arising from your participation in HSBC's *home&Away* Privilege Program is your responsibility, including any goods and services tax.

A notice shall be deemed to be given by HSBC to you if it is posted to your address appearing in the records of HSBC or its related companies.

6. Eligible Cards

The following images illustrate the Eligible Cards.



To utilise the *home&Away* Privilege Program through an Eligible Card, you must agree to be bound by these terms and conditions as varied from time to time. This is in addition to other terms and conditions that apply to the primary function of an Eligible Card.

1. "Eligible Cards" are issued by HSBC Bank Australia Limited ABN 48 006 434 162 and its related companies to selected customers of HSBC and its related companies.
2. Eligible Cards are not transferable and are the property of HSBC Bank Australia Limited or its related companies. You must return your card immediately if HSBC asks you to. You must notify HSBC Bank Australia Limited or its related company immediately if your Eligible Card is lost or stolen.

HSBC may terminate your use of an Eligible Card without notice and for any reason, including if you:

- do not comply with these terms and conditions
- do not comply with the terms and conditions of any product or service hosted on the Eligible Card
- cease to have any current business with HSBC Bank Australia Limited or its related companies
- abuse any privilege offered to you by the Eligible Card

If HSBC terminates your use of an Eligible Card, you must return or destroy it as directed by HSBC Bank Australia Limited or its related company.

HSBC Bank Australia Limited is not liable for any malfunction, delay in replacing, or unauthorised use of Eligible Cards.

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