

# HSBC's Credit Card Rewards Program

Terms and Conditions –  
HSBC Classic Credit Card and  
HSBC Platinum Credit Card

As at 1 February 2011

# Rewards Plus Program

The meaning of words printed *like this* and some other key words is explained at the end of these terms and conditions.

## 1 Eligibility for membership

- 1.1 *You* are a member of the *program* if *you* have an *account* and we link that *account* to the *program*.
- 1.2 *Additional cardholders* are not eligible for membership in their own right but subject to clause 1.3, may accumulate and redeem *points* on your *program account*.
- 1.3 Unless *you* advise *us* in writing that you do not want the *additional cardholder* to have access to your *program account* an *additional cardholder* may, subject to any restrictions we impose upon them, utilise your *program account* as if they were *you*.
- 1.4 In respect of each *additional cardholder* and unless *you* make the election in clause 1.3 above, *you* warrant to *us* that *you* have provided to any additional cardholder a copy of these terms and conditions.
- 1.5 Unless *you* or an *additional cardholder* makes the election in clause 1.3 above, an additional cardholder's participation in the *program* will be conclusive evidence of their agreement to be bound by these terms and conditions. Should an *additional cardholder* not agree to be so bound *you* are to notify *us* immediately in writing, in which case that *additional cardholder's* participation in the *program* will be limited to the accumulation of *points* for your benefit.

- 1.6 *We may cancel your membership of the program at any time.*
- 1.7 *Your membership of the program is automatically cancelled if your account is closed.*
- 1.8 *We reserve the right to charge an annual fee for your membership and participation in the program.*
- 1.9 *Subject to clause 1.7 your membership of the program shall be continuous notwithstanding a permitted change to your account (for example where you change from one HSBC credit card type to another).*
- 1.10 *Where a change in your account would necessitate a change in your points cap:*
- (a) that entitlement will be effective from the date of the change to your account;*
  - (b) where your entitlement to accrue points to a particular points cap is reduced you will be entitled to retain those existing points that may cause you to exceed your points cap but will not be entitled to earn ordinary points in excess of the points cap.*
- 1.11 *You cannot transfer your membership of the program to any other person.*
- 1.12 *We reserve the right to suspend or terminate the program at any time without prior notice to you.*

## 2 Other terms and conditions

- 2.1 These terms and conditions are in addition to and do not replace the terms and conditions for your *account*.
- 2.2 General descriptive information about our banking services is set out in our booklet “Your Personal Banking Guide.” This booklet includes the following information:
- (a) complaint handling procedures;
  - (b) HSBC’s obligations regarding the confidentiality of your information; and
  - (c) a recommendation that *you* read the applicable terms and conditions.
- 2.3 The relevant provisions of the Code of Banking Practice apply to this *program*.

## 3 Points

- 3.1 *Points* do not constitute your property. *You* cannot transfer your *points* to any other person or entity.
- 3.2 *Points you* accrue have no cash or monetary value and are only redeemable for *rewards*, unless you elect to redeem points in line with clause 10.4.

## 4 Earning points using a card

- 4.1 A card may only earn *points* for one *program account*.
- 4.2 We will award *points* from the start of the first statement period for your *account* in the circumstances set out in clause 5.
- 4.3 *Points* will not be earned on *ineligible transactions*.
- 4.4 The number of *ordinary points* and *bonus points* that can be earned in any 12 month period is unlimited unless otherwise specified by *us* in respect of:

HSBC's Classic Credit Card	100,000 points
HSBC's Platinum Credit Card	Unlimited

## 5 Points allocation

- 5.1 We allocate one *ordinary point* for each whole AUD1.00 of the total value of an *eligible transaction* (rounded up or down to the nearest whole dollar value of the *eligible transaction*) in a statement period for your *account*.
- 5.2 We may allocate *bonus points* and promotional points at our absolute discretion.
- 5.3 *Bonus points* and *promotional points* will be awarded in response to transactions occurring within Australia unless otherwise specified.
- 5.4 Any disputes for missing *rewards points* will only be considered if notified to us within 4 months of the date of the relevant transaction and supporting evidence is provided.

## 6 Deduction of points

- 6.1 Any deduction of *points* is at our discretion, including where *you* or any *additional cardholder* request *us* or any of our agents or contractors who may be appointed from time to time, to do anything in connection with a *reward*, a redemption of *points*, your *program account* or otherwise.
- 6.2 When *you* obtain a refund or reimbursement of an *eligible transaction* (for example when *you* return goods or cancel bookings made and paid for and a credit is issued to your *account*) your *points* will be reduced accordingly.
- 6.3 Any *points* not redeemed 36 months after the end of the month in which the *points* were recorded will expire and be deducted from the *points* balance appearing on your statement for your *program account*.
- 6.4 If your *account* is closed, your membership of the *program* is automatically cancelled and any *points* not redeemed are forfeited.
- 6.5 If the *program* is suspended or terminated, any points must be redeemed within three months of the date the relevant event occurs.
- 6.6 If we cancel your membership, any points not redeemed are forfeited.

## 7 Redemption of points

- 7.1 The number of *points* required to be redeemed to claim a *reward* is set out in the *rewards* catalogue or other promotional material current as at the date of your request for the *reward*.
- 7.2 *Points* may not be redeemed until they have been allocated by *us* to your *program account*.
- 7.3 *You* or (subject to notification to the contrary) any *additional cardholder* may authorise the redemption of your *points*:
- (a) through one of the redemption channels provided by HSBC directly; or
  - (b) any third party (including but not limited to the *travel service provider*) who may be authorised from time to time by HSBC to redeem *points*.
- 7.4 *Points* you or any *additional cardholder* redeem will be deducted from your *program account* at the time of the request:
- (a) for a *reward* and/or;
  - (b) if *you* or any *additional cardholder* makes a request as outlined in clause 6.1, any later time that we determine. The oldest *points* will be deducted first in processing your request for a *reward*.

## 8 Requesting a reward

- 8.1 All *rewards* are subject to availability, the continuing participation of *rewards providers* in the *program* and any changes imposed by us or a *rewards provider* even though such changes may affect *points* you have already earned or the *points* needed to claim a reward.
- 8.2 A request for a *reward* is an unchangeable instruction to *us* (including where that request is made to our appointed agents or contractors) unless we agree otherwise.
- 8.3 You and any *additional cardholder* may only request a *reward* if:
- (a) you are not in default of your *account* at the date of your request;
  - (b) the request has been received by *us* in a form, and in a manner, satisfactory to *us*;
  - (c) you have accrued the number of *points* set out in the *rewards* catalogue or other promotional material current at the date of your request for that *reward*.
- 8.4 We are not responsible for:
- (a) any *reward* you or any *additional cardholder* receives under the *program*;
  - (b) whether or not caused to you or an *additional cardholder*, any death or injury or consequential loss or damage from a *reward*;

- (c) any non-receipt, loss, theft or destruction of a *reward* or a voucher;
  - (d) any supplier's refusal to accept a *reward*.
- 8.5 With respect to a *reward*, no warranty is given (whether express or implied), particularly with respect to the quality of a *reward* or its suitability for any purpose.
- 8.6 Subject to clause 1.3 *you* or *any additional cardholder* may use the Credit Cards Phone Banking and Credit Cards Online services to:
- (a) obtain information about your available *rewards points*;
  - (b) request a *reward*; and
  - (c) perform any other functions authorised by *us*.
- 8.7 Subject to clause 1.3 where *you* or the *additional cardholder* use the Credit Cards Phone Banking or Credit Cards Online services provided by *us*, *you* agree that *you* are governed and bound by:
- (a) certain provisions set out in your Credit Card Conditions of Use that apply to your use of the Credit Cards Phone Banking and Credit Cards Online services;
  - (b) certain provisions set out in your "Banking Electronically Terms and Conditions" that apply to your use of the Credit Cards Phone Banking and Credit Cards Online services;

(c) HSBC's:

- (i) Privacy and Security Statement;
- (ii) Website Terms of Use
- (iii) Hyperlink Policy; and
- (iv) General Advice Warning

each of which are displayed on our website [www.hsbc.com.au](http://www.hsbc.com.au)

8.8 You and any *additional cardholder* authorised by *you* and to whom an *identification reference* has been issued must:

- (a) ensure that your *identification reference* is protected, stored and used in the same manner as provided in Condition 8 of your Credit Card Conditions of Use; and
- (b) notify *us* immediately if your *identification reference* is lost, stolen or misused or if they are known to someone else.

8.9 If *you* fail to follow the safeguards detailed in clause 8.8(a) and 8.8(b) *you* may incur increased liability caused by unauthorised access and use.

8.10 Where a *reward* constitutes an entitlement to goods or services from a *rewards provider*, then *we* will issue *you* or any *additional cardholder* (depending on who has made the request) with a gift card, voucher or certificate. A gift card, voucher or certificate is:

- (a) valid until the date stated as the "expiry date" on it;

- (b) not transferable to any other person, and
- (c) subject to the terms and conditions of the supplier of the gift card or voucher.

8.11 If the value of a gift card or voucher issued under clause 8.10 is less than the price of the goods or services *you* wish to purchase, then you must pay the difference to the *rewards provider*. If the value of a gift card or voucher is higher than the value of the goods and services you wish to purchase, *you* forfeit the difference unless the *rewards provider* expressly permits otherwise.

8.12 In order to fulfil the request for a *reward*, *you* and any *additional cardholder* who has made a request to us for a *reward*, authorise *us* to disclose any relevant personal information *we* hold about *you* or the *additional cardholder* and that is necessary to facilitate the request for a *reward*, to the *rewards provider* or such other third party if those parties are:

- (a) the ultimate providers of the *reward*;  
or
- (b) the facilitators appointed by HSBC in order for *you* to obtain the *reward* (for example the *travel service provider*).

8.13 The issue of a *reward* does not constitute a reservation in respect of any *reward* requiring a reservation. *You* or the person *you* have nominated are responsible for making all reservations.

*You* or your nominee will be liable to pay any cancellation fee in respect to a reservation.

- 8.14 Redemptions will be sent to *you* or the *additional cardholder* (whom ever makes the requested redemption) by post to the address which appears on your last statement. Allow 28 days for processing and delivery. Magazine subscriptions may take up to 6 weeks for processing and delivery.
- 8.15 In the event that a *reward* is unavailable, we reserve the right to withdraw or substitute a *reward* of comparable value and functionality. *You* or any *additional cardholder* will be advised of such a change at the time of processing your redemption.
- 8.16 Redemptions for financial *reward rebates* or *cashback rewards* will be credited to your *account* within 28 days. The amount will appear as a payment against the outstanding balance of your account on your statement.
- 8.17 *We* are not responsible for resolving any dispute *you* may have with a *rewards provider* or for the dispute itself.
- 8.18 *You* may make a payment in conjunction with a nominated number of *points* for the redemption of select items as communicated by *us*. This amount will be automatically billed to your *account* and will appear on the next statement following the redemption.

## 9 Statements of program accounts

We will provide *you* with a statement of the *points* in your *program account* with your statement for your *account* or if *you* are registered online to use our Credit Cards Online Service, *you* may check your available *rewards points* online.

## 10 General

- 10.1 Your first or continued use of your card or *account* will be deemed to be acceptance of these terms and conditions as amended.
- 10.2 **We may change these terms and conditions at any time. A change will either be advertised in the local or national press or be provided to *you* in writing 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.**
- 10.3 All complaints regarding eligibility of *rewards*, the availability of *rewards* or *points*, the terms and conditions for the *program* or a voucher will be resolved by *us* in accordance with our complaints handling processes.
- 10.4 *You* are responsible for any taxation liability or other government charge or reporting requirement arising from the *program* or the redemption of *points* or the payment of any consideration for *rewards*. **Cash Back redemption rewards credited to your HSBC credit card account may have income tax implications for you depending**

**on your individual circumstances and we recommend that you seek independent tax advice on this matter.**

- 10.5 Where a goods and services tax or any similar tax (GST) is applicable on any supply made under or in connection with HSBC's Credit Cards Rewards Program, the price quoted is inclusive of GST.
- 10.6 If *you* receive a merchandise *reward* in a damaged condition, please notify the Customer Service Centre within 3 business days, giving full details of the damage including the carrier.
- 10.7 Certain *rewards* are covered by a manufacturers warranty. Should a *reward* be faulty or require service *you* should direct your enquiry directly to the manufacturer.
- 10.8 Batteries are not included with battery operated items. Installation and/or servicing of goods are not included unless stated.
- 10.9 The failure of the *rewards provider* to enforce a particular term or condition does not constitute a waiver of that term or condition by *us*.
- 10.10 Offers promoted in this catalogue are available from the time of publication until superseded by another catalogue or as notified in writing by *us*.

## 11 Interpretation

- 11.1 All references to dollars are to Australian dollars unless otherwise stated and where an *eligible transaction* is initially recorded in your *account* in a foreign currency the relevant amount of *points* will be allocated by reference to the Australian dollar value of that *eligible transaction*.
- 11.2 The use of examples is for illustration purposes only and the operative effect of those provisions is not to be limited by the examples given.

## 12 Meaning of words

**account** means an *account you* have with *us* which *we* determine may be linked to the *program*.

**additional cardholder** means a person to whom a card is issued under condition 5 of your HSBC Credit Card Conditions of Use.

**BPAY<sup>®</sup>** means the electronic payment service provided by BPAY<sup>®</sup> Pty Ltd (ABN 69 079 137 518).

**bonus points** means the *points* allocated to your *rewards account* in addition to the *ordinary points* and based upon your expenditure at selected *bonus points* providers as communicated to *you* from time to time.

**business expenses** means expenses which are wholly or predominately the ordinary and necessary expenses incurred in the cardholder's business or trade.

**cash advance** means:

- (a) each amount of cash supplied by use of a card on your *account* or by any other operation of your *account*;
- (b) each payment made by *you* to a person who does not accept credit payments from your *account*; and
- (c) each amount transferred from your *account* to any other *account* you have with *us* or any other person (for instance, to effect a balance transfer).

**cashback rewards** means points redeemed as a credit that is posted to your account upon or after your elected redemption of *reward points* in this manner.

**eligible transaction** means a transaction which is debited to your *account* other than an *ineligible transaction*.

**ineligible transaction** means a transaction which is debited to your *account* and takes the form of one or any of the following:

- (a) balance transfer;
- (b) *cash advances*;
- (c) interest free transactions and HSBC's Credit Card special promotions;
- (d) business expenses;
- (e) a fee or charge, including a government fee or charge;
- (f) any value charged to your card in association with a *points + \$* redemption under this scheme;
- (g) any expenditure incurred as part of a *points + \$* transaction;

- (h) a transaction which *we* decide is fraudulent or involves the abuse of a card;
- (i) a disputed debit transaction;
- (j) BPAY<sup>®</sup>

**identification reference** means a personal identification number or word which is used in conjunction with the Credit Cards Phone Banking or Credit Cards Online services provided by *us* or such other services as *we* may advise *you* from time to time.

**ordinary points** means the *points* allocated to your *rewards account* based upon the value of an *eligible transaction*.

**points** means *ordinary points*, *bonus points* and *promotional points* and any or all combinations of them together constituting and being known as HSBC's Credit Card *rewards points*.

**points cap** means the maximum number of *ordinary points* and *bonus points* that can be earned in any 12 month period in respect of your *account*.

**promotional points** means the *points* allocated to your *rewards account* at HSBC's discretion and in response to special promotional or marketing activities that may be communicated to *you* from time to time.

**points + \$** means the process by which a cardholder redeems a reward using a combination of *points* and credit card payment.

**program** means HSBC's Credit Card *Rewards Program* by which you can earn *points* for *rewards*.

**program account** means the *account* we establish in your name for recording *points* for the purposes of these terms and conditions.

**purchase** means each amount charged by the supplier for the supply of goods or services purchased by the use of a card issued to *you* or an *additional cardholder* on your *account*.

**rebate** means a credit to your *account*.

**reward** means any goods or services or any entitlement to goods or services described in the rewards catalogue or other promotional material current at the date of a request for such goods, services or entitlement.

**rewards provider** means a person who provides *rewards*.

**travel service** means the service that allows the redemption of *rewards* directly with HSBC's *travel service provider* for flights, accommodation, holiday packages and other travel related services.

**we** or **us** means HSBC Bank Australia Limited ABN 48 006 434 162 and any related body corporate (as that term is defined in the Corporations Act 2001 (Cth))

**you** means a person who has an *account* with *us*.

## 13 Unlimited Rewards

The following terms and conditions apply to HSBC's Platinum Credit cardholders. All previous terms and conditions also apply to HSBC's Platinum Credit cardholders.

- 13.1 As a Platinum Cardholder *you* and any *additional cardholder* authorised by you to do so are entitled to choose your own "unlimited rewards", subject to these terms and conditions, and the availability of the requested *reward*. Unlimited rewards are available for:-
- (a) Merchandise of your choice (except for some custom-made personal items);
  - (b) Tickets for travel and entertainment events;
  - (c) Other miscellaneous services which the *rewards provider* agrees to provide.
- 13.2 A minimum of 5,000 *points* must be redeemed when choosing an *unlimited reward*.
- 13.3 We (and the *rewards provider*) reserve the right, at our absolute discretion not to source any request for an unlimited reward or make any payment towards any such unlimited reward, which in our view:
- (a) Is not consistent with the *rewards provider* or *our* corporate standards; or
  - (b) Is not appropriate as an unlimited reward; or

- (c) Cannot be properly ordered without personal knowledge of any individual's taste such as jewellery and clothes; or
- (d) Any item or service that is illegal, or that we or the rewards provider deem to be inappropriate or immoral. For example, without restriction, illegal drugs, adult videos and DVD's and guns.

13.4 Amongst other things, unlimited rewards excludes:-

- (a) Membership of or payment of any annual fee applicable to airline programs and for the avoidance of doubt, cannot be transferred to any airline loyalty or frequent flyer program;
- (b) An item or service which does not have a specified value (for example, a meal at a restaurant);

However, if available, *you* may select a specific amount towards your purchase of that item or service;

- (c) An item that cannot be delivered to *you* by the *reward provider* either physically or in the form of a voucher;
- (d) Payment for certain services such as council rates and charges, water rates, government taxes, payment or servicing of utilities, groceries, or small repeat-purchase items unless *we* agree;
- (e) Any telecommunications service.

- 13.5 The *rewards provider* will use its best endeavours to source any goods or service reasonably requested as an unlimited reward but we cannot guarantee that it will be able to do so.
- 13.6 When you request an unlimited reward, the *rewards provider* will require you or the *additional cardholder* (whom ever makes the request) to provide a complete description of the chosen item including its price, location, brand, manufacturer, description, colour, size, model number (as applicable), ticket dates and other details (as applicable) and your telephone number where you or the *additional cardholder* can be contacted during office hours (AEST).
- 13.7 In order to fulfil your request for an unlimited reward, you and any *additional cardholder* who makes a request, authorise *us* to disclose your relevant personal information to the *rewards provider* or such other third party suppliers if those third party suppliers are the ultimate providers of the *reward*.
- 13.8 If the *rewards provider* is able to fulfil your request for an unlimited reward, (from the supplier *you* or the *additional cardholder* has nominated or from one chosen by the rewards provider), it will contact you or the *additional cardholder* by telephone, or if you or the *additional cardholder* cannot be reached by telephone, by mail and advise you or the *additional cardholder* of:
- (a) The name of the supplier;
  - (b) The number of *points* required to redeem your unlimited reward (which will incorporate all costs incurred in obtaining the *reward* such as postage and handling);

- (c) The number of *points* you have accrued;
- (d) The supplier's estimated time for delivery of the unlimited reward. However the *rewards provider* and the supplier cannot guarantee the date or time of delivery;
- (e) Any other information relevant to your *reward* redemption.

13.9 You or an *additional cardholder* may be required by the *rewards provider* to provide a written confirmation of the *reward* details. If requested, this confirmation will be required before the redemption request is processed. You or an *additional cardholder* must comply with this requirement within 3 working days;

- (a) If *you* or an *additional cardholder* fails to confirm details with the *rewards provider* within the 3 day period, or inform the *rewards provider* that you or the *additional cardholder* does not want to proceed with the unlimited reward, your request will expire and neither we nor the *rewards provider* will have any further obligation to source that unlimited reward;
- (b) If *you* or the *additional cardholder* notifies the *rewards provider* within the 3 day period that *you* wish to redeem your unlimited reward the *points* required for that unlimited reward will be automatically deducted from your program *account*;
- (c) If the *reward* is to be purchased in a foreign currency, the *points* required may be adjusted subsequently; and

(d) You or an *additional cardholder* cannot subsequently cancel or change your unlimited reward.

- 13.10 Some unlimited rewards may require longer than 28 days for fulfilment or require a daytime delivery address. If this is the case, we will advise you or the *additional cardholder* (whom ever makes the rewards request).
- 13.11 The *rewards provider* in its sole discretion may issue a voucher in place of providing a *reward* (for example, a service or a meal at a restaurant or room in a hotel).
- 13.12 The issue of a *reward* does not constitute a reservation in respect of any *reward* requiring a reservation. You or the *additional cardholder* or the person nominated are responsible for making all reservations. *You* or the nominee will be liable to pay any cancellation fee in respect to a reservation.
- 13.13 If the value of the unlimited reward selected is worth more than the number of *points* available on your *account*, the *reward provider* may at its sole discretion agree with *you* to arrange a part payment of the *reward* in accordance with clause 8.18. The minimum additional contribution is \$50, and may not be applied to the redemption of *points* for the transfer of points to any airline program.
- 13.14 We may terminate the provision of unlimited rewards at any time without notice to cardholders.

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