# HSBC's Credit Card Rewards Plus Program

**Terms and conditions –** HSBC Premier World MasterCard

Effective 11 April 2024



## **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 eligible for membership in the program if you have an account with us for a HSBC Premier World MasterCard and we have made the program available to you. Non-individuals (i.e. companies, firms, associations and other organisations) are ineligible for membership in the program.
- 1.2 You are a member of the program if you have an account with us and we link that account to the program.
- 1.3 Additional cardholders are not eligible for membership in their own right but, subject to clause 1.4, may accumulate and redeem **points** on your **program account.**
- 1.4 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.
- 1.5 In respect of each additional cardholder and unless you make the election in clause 1.4 above, you must provide to any additional cardholder a copy of these terms and conditions.
- 1.6 Unless you or an additional cardholder makes the election in clause 1.4 above, you will be responsible for an additional cardholder's use of the program account. Should you 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.
- 1.7 **We** may cancel your membership in the **program** if:
  - (a) your account is in default, we've told you about this and you haven't fixed it in the timeframe notified to you; or
  - (b) we, acting reasonably, determine that you have been abusing your membership in the program; or
  - (c) it is reasonably necessary to protect our legitimate business interests.

We will give you at least 30 days' notice before any cancellation of your membership unless it is reasonably necessary to give you a shorter notice period or no notice to manage material and immediate risks. Any **points** not redeemed are forfeited.

- 1.8 Your membership in the **program** is automatically cancelled if your **account** is closed.
- 1.9 Subject to clause 1.8, your membership in 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 **You** cannot transfer your membership in the **program** to any other person.
- 1.11 We may suspend or terminate the program where we have a legitimate business interest to do so. Before we do this, we will give you at least 30 days' notice, unless it is reasonably necessary to give you a shorter notice period or no notice to manage material and immediate risks.
- 1.12 If the **program** is suspended or terminated, any **points** must be redeemed within three (3) months of the date the relevant event occurs.

## 2 Other terms and conditions

2.1 These **terms and conditions** are supplemental to and do not replace the terms and conditions for your **account**.

#### 3 Switching from your program to the HSBC Qantas Rewards program

- 3.1 If **you** are a member of the **program**, your ability to switch to the **HSBC Qantas Rewards program** is governed by the following:
  - (a) An account holder may switch from their program to the HSBC Qantas Rewards program at any time and any number of times, subject to the time it takes us to process each request.
  - (b) Once you switch to the HSBC Qantas Rewards program, any annual fee that you have paid up until the time you choose to switch will not be refunded.

- (c) When you switch to the HSBC Qantas Rewards program, you will be provided with new card(s) and new account details, and the HSBC Qantas Rewards program will apply to all cards issued under that account.
- (d) When you switch to the HSBC Qantas Rewards program, you must activate your new card(s) to begin earning Qantas Points. Any HSBC Rewards Plus points in your program account that you have earned but not redeemed prior to switching to the HSBC Qantas Rewards program will be forfeited.
- (e) You should allow at least 2 business days for a request to switch to the HSBC Qantas Rewards program to be processed and for HSBC to provide you with your new card(s) and account details.
- (f) We will write to you within 3 business days of our processing your request to switch to the HSBC Qantas Rewards program to advise you of the new card(s) and account details and the rewards program to which your account is linked.
- 3.2 HSBC Rewards Plus **points** can no longer be earned on a card or **account** once **you** have switched to the **HSBC Qantas Rewards program. You** will only be able to earn **Qantas Points**, which do not include HSBC Rewards Plus **points** and are not redeemable for HSBC Rewards Plus **points**.
- 3.3 Once you have switched to the HSBC Qantas Rewards program, you may still switch to the HSBC Rewards Plus program at any time, and any number of times, subject to the time it takes us to process your request. Should you elect to switch back to the HSBC Rewards Plus program, you will be issued with new card(s) and account details.

## 4 Earning points using a card

- 4.1 A card may only earn **points** for one **program account**.
- 4.2 We will calculate and award you ordinary points based on the total value of your net purchases at the end of each statement period for your account as per the circumstances set out in clause 5.1.

- 4.3 The total value of your **net purchases** at the end of each **statement period** for your **account** excludes **ineligible transactions**. Hence, **points** will not be awarded on **ineligible transactions**.
- 4.4 The number of ordinary points that can be earned in respect of your account is capped when the total value of your net purchases in each 12-month period reaches 120,000 AUD. The 12-month period is not based on a calendar year but resets on the next anniversary of your account opening date, and on every anniversary thereafter.
- 4.5 **Ordinary points** will no longer accrue when the total value of your **net purchases** in each 12-month period reaches 120,000 AUD.
- 4.6 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.

## 5 Points allocation

- 5.1 We will award 1.5 ordinary points for each whole 1.00 AUD of the total value of your **net** purchases at the end of each statement period (rounded up or down to the nearest dollar).
- 5.2 We may award **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 **You** should notify **us** of any queries regarding missing **points** as soon as possible.

## 6 Deduction of points

6.1 We may deduct **points** 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 Where we reasonably believe that we have incorrectly awarded you with points (for example, where we erroneously awarded you with points for an ineligible transaction) or your points balance is otherwise incorrect, we may correct and reduce your points balance in your program account accordingly.
- 6.3 When you obtain a refund or reimbursement of an eligible transaction that formed part of your net purchases for which we have previously awarded you points (for example when you return goods or cancel bookings made and paid for and a credit is issued to your account) your points balance in your program account may be reduced accordingly to reflect the change in your net purchases during the relevant statement period.
- 6.4 Where a **chargeback** has been applied resulting in a credit to your **account**, the **chargeback** amount will be deducted from the total value of your **net purchases** for a given **statement period** accordingly. Your **points** balance in your **program account** may also be reduced accordingly.
- 6.5 Where the value of your net purchases for a given **statement period** is negative. meaning the total dollar amount of any refunds, reimbursements or chargebacks of eligible transactions which have been credited to your account during a given statement period, is greater than the total dollar amount you have spent on eligible transactions during the same statement period, the points balance of your program account will reduce accordingly. Where the **points** balance of your **program** account is placed in negative as a result of the negative value of your net purchases for a given statement period, this negative points balance will be carried forward and offset against any subsequent calculations of your points balance until such a time that **vou** have a positive **points** balance in your program account once again.
- 6.6 Any **points** not redeemed within 36 months from the end of the month in which the **points** were recorded will expire and be deducted from the **points** balance of your **program account**. The oldest **points** will expire first.

## 7 Redemption of points

- 7.1 The number of **points** required to be redeemed to claim a **reward** is set out in the Rewards Plus 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 awarded 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.
- 7.5 **Points** do not constitute your property. **You** cannot transfer your **points** to any other person or entity.
- 7.6 **Points you** accrue have no cash or monetary value and are only redeemable for **rewards** or **cashback rewards**.

## 8 Requesting a reward

- 8.1 All rewards are subject to availability, this may be affected by the continuing participation of rewards providers in the program and any changes imposed by us or a rewards provider.
- 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. Where **you** have not provided **us** with an email address, **you** will only

be able to redeem your **rewards** as **cashback rewards**.

## 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 Plus 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) any loss or damage in relation to your or an additional cardholder's use of a reward;
  - (c) any loss, theft or destruction of a **reward** or a voucher;
  - (d) any error **you** make in providing **us** with delivery details for the **reward**; and
  - (e) any supplier's refusal to accept a reward.
- 8.5 Other than any goods and services that we supply to you in respect of a reward, we provide no warranty in respect of that reward (whether express or implied), particularly with respect to the quality of a reward or its suitability for any purpose.
- 8.6 Subject to clause 1.4, **you** or any **additional cardholder** may use the Credit Cards Phone Banking and Credit Cards Online services to:
  - (a) obtain information about your available points; and
  - (b) perform any other functions authorised by us.
- 8.7 You must ensure that you and any additional cardholder authorised by you keep any security details safe in accordance with the clause 'Keeping your details safe' of your HSBC Credit Card Terms.

- 8.8 If **you** fail to follow the safeguards detailed in clause 8.7 **you** may lose some or all of your **points** because of unauthorised access and use of your **program account**.
- 8.9 Where a reward constitutes an entitlement to goods or services from a rewards provider, then we will issue you or (where authorised) 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.
- 8.10 If the value of a gift card or voucher issued under clause 8.9 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.
- 8.11 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).
- 8.12 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.
- 8.13 Redemptions for **rewards** that need to be

delivered will be sent to your or the **additional cardholder's** (whomever makes the requested redemption) registered email address. Allow 28 days for processing and delivery.

- 8.14 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.
- 8.15 Redemptions for financial **reward rebates** or **cashback rewards** will be credited to your **account** within 28 days. Financial **reward rebates** and **cashback rewards** will not contribute towards any minimum monthly repayments which may be due on your monthly statements of **account**.
- 8.16 We are not responsible for resolving any dispute you may have with a **rewards provider** or for the dispute itself.

## 9 Statements of program accounts

9.1 We will provide you with a statement of the points in your program account with your statement of account, or if you are registered online to use our Credit Cards Online Service, you may check your available 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 make changes to these terms and conditions in accordance with the clause 'Changes to your agreement' of your HSBC Credit Card Terms.
- 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 as set out in your HSBC Credit Card Terms.
  - 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**. **Cashback 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 Plus Program, the price quoted is inclusive of GST.
- 10.6 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**.
- 10.7 Offers promoted in the Rewards Plus 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 awarded 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 clause 6 of your HSBC Credit Card Terms.

"BPAY"" means the electronic payment service provided by BPAY" Pty Ltd (ABN 69 079 137 518).

"bonus points" means the points awarded to your program account in addition to ordinary points and are 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 a user to a person who does not accept or is not entitled to accept credit payments from your account or states that any payment to them will be processed as a cash advance or if you are using your card for gambling purposes or to purchase a cash substitute;
- (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); and
- (d) cash advance usage charges.

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

"chargeback" means where we reverse all (or part of) the amount of a disputed transaction back to your **account** in accordance with the card scheme rules set by Mastercard.

"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 transfers;
- (b) cash advances;
- (c) interest free transactions and HSBC's Credit Card special promotions;
- (d) business expenses;

- (e) fees or charges, including government fees or charges such as registrations, rates, licences, infringements or Australian Taxation Office payments;
- (f) a transaction which we reasonably determine is fraudulent or involves the abuse of a card;
- (g) a disputed debit transaction;
- (h) BPAY°; and
- (i) cash transfers

"HSBC Qantas Rewards Program" means the program offered by HSBC which provides for you to earn Qantas Points directly, subject to the "HSBC Qantas Rewards Terms and Conditions - HSBC Premier World Mastercard".

"net purchases" means the total dollar amount you have spent on eligible transactions in AUD in a given statement period, *less*, the total dollar amount of any refunds, reimbursements or chargebacks of eligible transactions in AUD, credited to your account during the same statement period.

"ordinary points" means the points awarded to your program 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. **Points** are also known as "HSBC's Credit Card Rewards Plus points" or "Rewards Plus points".

"points cap" means the maximum number of ordinary points that can be earned in a 12-month period in respect of your **account**. The 12-month period is not based on a calendar year but resets on the next anniversary of your **account** opening date, and on every anniversary thereafter.

"program" means HSBC's Credit Card Rewards Plus 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**. "promotional points" means the points awarded to your program account at HSBC's discretion and in response to special promotional or marketing activities that may be communicated to you from time to time.

"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**.

"Qantas points" means points in the Qantas Frequent Flyer program which may be earned in accordance with the "HSBC Qantas Rewards Terms and Conditions - HSBC Premier World Mastercard".

"rebate" means a credit to your account.

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

**"rewards program"** means HSBC's Credit Card Rewards Plus Program or the **HSBC Qantas Rewards Program.** 

"rewards provider" means a person who provides rewards.

"security details" 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.

"statement period" means the dates shown on each of the statements of **account** that are provided to **you** by **us**.

"terms and conditions" means the terms and conditions for this **program** which are set out in this document.

"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**.



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