HSBC Qantas Rewards

Terms and Conditions –HSBC Platinum Qantas Credit Card

Effective 11 April 2024



HSBC Qantas Rewards **terms and conditions**

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 HSBC
 Qantas Rewards program if you have an
 account with us for a HSBC Platinum Qantas
 Credit Card 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 HSBC Qantas
 Rewards program.
- 1.2 You are a member of the HSBC Qantas Rewards program if you have an account with us and we link that account to the HSBC Qantas Rewards program.
- 1.3 Additional cardholders are not eligible for membership in their own right but Qantas Points will accrue to your program account and then be automatically credited to your Qantas Frequent Flyer account in accordance with these terms and conditions for eligible transactions effected by additional cardholders.
- 1.4 In respect of each additional cardholder you must provide to any additional cardholder a copy of these terms and conditions.
- 1.5 We may cancel your membership in the HSBC Qantas Rewards 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;
 - (b) we, acting reasonably, determine that you have been abusing your membership in the HSBC Qantas Rewards 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 unless it is reasonably necessary to give **you** a shorter notice period or no notice to manage material and immediate risks.

1.6 Your membership in the HSBC Qantas Rewards program is automatically cancelled if your account is closed.

- 1.7 Subject to clause 1.6 your membership in the HSBC Qantas Rewards program shall be continuous notwithstanding a permitted change to your account (for example where you change from one HSBC credit card type to another).
- 1.8 You cannot transfer your membership in the HSBC Qantas Rewards program to any other person.
- 1.9 **We** may suspend or terminate the **HSBC Qantas Rewards 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.
- 1.10 If we suspend or terminate the HSBC Qantas Rewards program, cancel your participation in the HSBC Qantas Rewards program or your account is closed, any Qantas Points that have not been credited to your Qantas Frequent Flyer account at that time are forfeited.

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 Oantas Points

- 3.1 To earn Qantas Points, you must be a member of the Qantas Frequent Flyer Program and advise us of your valid Qantas Frequent Flyer membership number. A joining fee usually applies, however HSBC has arranged for this to be waived for HSBC credit card customers opting in to the HSBC Qantas Rewards program who are not already members in the Qantas Frequent Flyer program join by visiting qantas.com/hsbcjoin. Membership in the Qantas Frequent Flyer Program is subject to the terms and conditions of the Qantas Frequent Flyer Program. For details visit gantas.com/terms.
- 3.2 In order for us to credit Qantas Points to your Qantas Frequent Flyer account, you authorise us to disclose any relevant personal information we hold about you to Qantas.

- 3.3 Qantas Points are offered at our discretion and do not constitute your property. You cannot transfer your Qantas Points to any other person or entity. In the case of your death or bankruptcy, any Qantas Points that you have earned but which have not been credited to your Qantas Frequent Flyer account:
- (a) will automatically be forfeited; and
- (b) may not be used by any other person or entity.
- 3.4 Qantas Points you accrue have no cash or monetary value and once credited to your Qantas Frequent Flyer account are subject to the terms and conditions of the Qantas Frequent Flyer program.

4 Earning points using a card

- 4.1 A cardholder may only earn **Qantas Points** for one **HSBC Qantas Rewards 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, Qantas 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**:

- 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 Qantas 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 **ordinary point** 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 In addition to **ordinary points**, **we** will award 1 **bonus point** for each whole 1.00 AUD of total value of spend (rounded up or down to the nearest whole dollar value) made with the following merchants:
 - (a) flights booked directly through qantas.com and Qantas Contact Centres;
 - (b) Qantas flights booked through selected travel agents;
 - (c) Qantas Frequent Flyer membership and Qantas Club membership, joining and annual fees;
 - (d) Qantas Gift Vouchers: and
 - (e) purchases from marketplace.qantas.com. We will not award bonus points in relation to Qantas Freight, Qantas Holidays, Qantas Business Travel, Jetset Travelworld or the Jetstar Group of companies.

We may from time to time vary the Qantas products and services that are eligible to earn bonus points at our absolute discretion.

- 5.3 **We** may award **bonus points** and **promotional points** at our absolute discretion.
- 5.4 **Bonus points** and **promotional points** will be awarded in response to transactions occurring within Australia unless otherwise specified.

- 5.5 Ordinary points awarded based on the total value of your net purchases and any applicable bonus points awarded (pursuant to clause 5.2) will be submitted to Qantas for crediting to your Qantas Frequent Flyer account shortly after the end of the statement period as shown on your monthly statement of account. Usually your Qantas Points will be credited within four weeks of the end of the applicable statement period.
- 5.6 You should notify us of any queries regarding your missing Qantas Points as soon as possible.

6 Deduction of points

- 6.1 **We** may deduct Qantas 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 **Qantas Points**, your **program account** or otherwise.
- 6.2 Where we reasonably believe that we have incorrectly awarded you with Qantas Points (for example, where we erroneously awarded you with Qantas Points for an ineligible transaction) or your Qantas Points balance is otherwise incorrect, we may correct and reduce your Qantas 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 Qantas Points (for example when you return goods or cancel bookings made and paid for and a credit is issued to your account) your Qantas 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 **Qantas 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 vou have spent on eligible transactions during the same statement period, the Qantas Points balance of your program account will reduce accordingly. Where the Qantas 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 Qantas Points balance will be carried forward and offset against any subsequent calculations of your Qantas Points balance until such a time that **you** have a positive **Qantas** Points balance in your program account once again.

7 Redemption of points

- 7.1 Qantas Points can only be credited to your Qantas Frequent Flyer account. Qantas Points cannot otherwise be transferred, credited or redeemed.
- 7.2 Qantas Points are redeemable in accordance with the Qantas Frequent Flyer program and are subject to the terms and conditions of that program. For details visit <u>qantas.com/terms.</u>

8 Statements of program accounts

8.1 We will provide you with a statement of the Qantas 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 the number of Qantas Points that you have earned and are eligible to be credited to your Qantas Frequent Flyer account online.

9 General

9.1 Your first or continued use of your card or account will be deemed to be acceptance of these terms and conditions as amended.

- 9.2 We may make changes to these terms and conditions in accordance with the clause 'Changes to your agreement' of your HSBC Credit Card Terms.
- 9.3 All complaints regarding **Qantas Points** or these terms and conditions will be resolved by us in accordance with our complaints handling processes as set out in your HSBC Credit Card Terms.
- 9.4 You are responsible for any taxation liability or other government charge or reporting requirement arising from the HSBC Qantas Rewards program or the crediting, earning and redeeming of Qantas Points under this HSBC Qantas Rewards program and the Qantas Frequent Flyer program.

10 Interpretation

- 10.1 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 Qantas Points will be awarded by reference to the Australian dollar value of that eligible transaction.
- 10.2 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.

11 Meaning of words

"account" means an account you have with us which we determine may be linked to the HSBC Qantas Rewards program.

"additional cardholder" means a person to whom a card is issued under clause 6 of your HSBC Credit Card Terms.

"bonus points" means the Qantas 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, and includes expenditure as set out in clause 5.2.

"bonus points provider" means any provider who has entered into an agreement to offer additional **Qantas Points** to cardholders as communicated to you from time to time.

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

"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 charge.

"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 Visa.

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

"HSBC Qantas Rewards program" means the rewards program offered by HSBC which provides for you to earn Qantas Points directly, subject to these terms and conditions.

"HSBC Rewards Plus" means the rewards program offered by HSBC which provides for you to earn HSBC Rewards Plus points, subject to the HSBC Rewards Plus terms and conditions. "HSBC Rewards Plus points" means points earned under HSBC Rewards Plus and are also known as "HSBC's Credit Card Rewards Plus points".

"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.

"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 Qantas Points awarded to your program account based upon the value of an eligible transaction.

"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 account" means the account we establish in your name for recording Qantas Points for the purposes of these terms and conditions.

"promotional points" means the Qantas 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.

"**Qantas**" means Qantas Airways Limited ABN 16 009 661 901

"Qantas Frequent Flyer account" means the Qantas Frequent Flyer program account held in the name of the primary cardholder.

"Qantas Frequent Flyer membership number" means the Qantas Frequent Flyer account number given to you by Qantas when you join the Qantas Frequent Flyer program.

"Qantas Frequent Flyer program" means the frequent flyer program operated by Qantas.

"Qantas Points" means points in the Qantas Frequent Flyer program, and includes ordinary points, promotional points and bonus points and any or all combinations of them together, which may be earned in accordance with these terms and conditions.

"rewards program" means HSBC Rewards Plus or the HSBC Qantas Rewards program.

"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 the HSBC Qantas Rewards program which are set out in this document.

"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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