

# **Important Notice**

HSBC Bank Australia Limited ("**HSBC**") has made changes to the HSBC Star Alliance Rewards - Star Alliance Credit Card Terms and Conditions. The updated HSBC Star Alliance Rewards - Star Alliance Credit Card Terms and Conditions is dated 3 November 2023, and applies to any products or services opened on or after 3 November 2023.

For existing customers who held their products or services prior to 3 November 2023, please click on the link below which will direct you to the previous HSBC Star Alliance Rewards - Star Alliance Credit Card

Terms and Conditions.

https://www.hsbc.com.au/uct

These changes may affect one or more products or services you have with HSBC.

Issued by HSBC Bank Australia Limited ABN 48 006 434 162 AFSL/Australian Credit Licence 232595

# HSBC Star Alliance Rewards

**Terms and Conditions –**For use with the HSBC
Star Alliance Credit Card

Effective 3 November 2023



# HSBC Star Alliance Rewards terms and conditions

These are the **terms and conditions** for the **HSBC Star Alliance Rewards program**. **You** should read these **terms and conditions** alongside your **HSBC Credit Card Terms**.

The meaning of words printed **like this** (i.e. in bold) and some other key words is explained at the end of these **terms and conditions** (see section 12).

# 1 Eligibility for membership

- 1.1 When you open an account with us, Star Alliance will automatically create your Star Alliance ID and enrol you as a member of Star Alliance Rewards. Non-individuals (i.e. companies, firms, associations and other organisations) are ineligible for membership in the HSBC Star Alliance Rewards program.
- 1.2 Additional cardholders are not eligible for membership in the HSBC Star Alliance Rewards program in their own right, but HSBC Star Alliance Rewards Points will accrue to your program account and then be automatically credited to your Star Alliance Rewards account, in accordance with these terms and conditions for eligible transactions effected by additional cardholders
- 1.3 You must provide a copy of these terms and conditions to each additional cardholder
- 1.4 We may suspend or cancel your membership in the HSBC Star Alliance 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; or
  - (b) we, acting reasonably, determine that you have been abusing your membership in the HSBC Star Alliance 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 of your membership unless it is reasonably necessary to give **you** a shorter notice period or no notice to manage material and immediate risks

- 1.5 Your membership in the HSBC Star Alliance Rewards program is automatically cancelled if your account is closed. You should check the Star Alliance Rewards terms and conditions for important information in relation to the expiry of (accumulated) Star Alliance Points, as well as changes to any other benefits earned through the HSBC Star Alliance Credit Card as a result of your account closure.
- 1.6 Your membership in the HSBC Star Alliance Rewards program will be discontinued if there is a permitted change to your account (for example where you change your account to another HSBC credit card type).
- 1.7 You cannot transfer your membership in the HSBC Star Alliance Rewards program to any other person.
- 1.8 You may be entitled to a status tier corresponding to Star Alliance Silver Status or Star Alliance Gold Status (each a Star Alliance Premium Status). In order to achieve Star Alliance Silver Status or Star Alliance Gold Status under the HSBC Star Alliance Rewards program, eligibility requirements apply including minimum spend criteria. For further details on the eligibility requirements including minimum spend, visit <a href="https://www.hsbc.com.au/credit-cards/products/star-alliance">www.hsbc.com.au/credit-cards/products/star-alliance</a>.
- 1.9 We reserve the right to cancel your HSBC Star Alliance Rewards program and/or account should we reasonably consider that the HSBC Star Alliance Rewards program is no longer commercially viable for HSBC or in the interests of our business. 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 Star
  Alliance Rewards program, your account or
  your participation in the HSBC Star Alliance
  Rewards program, any HSBC Star Alliance
  Rewards Points that have not been credited to
  your Star Alliance Rewards 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 **HSBC Credit Card Terms** for your **account** which **you** can find here: www.hsbc.com.au/credit-cards/terms.
- 2.2 These terms and conditions are in addition to, and do not replace, the Star Alliance Rewards terms and conditions, which are applicable to claiming any rewards, benefits or privileges under Star Alliance Rewards. For details visit www.staralliance.com/en/web/rewards/au/tnc.
- 2.3 These terms and conditions apply once we have linked your account to the HSBC Star Alliance Rewards program.
- 2.4 In order to claim Star Alliance Silver Status or Star Alliance Gold Status (each a Star Alliance Premium Status) to which you are entitled under the HSBC Star Alliance Rewards Program, you will need to engage with Star Alliance. For details on claiming any rewards, benefits or privileges under Star Alliance Rewards, see the Star Alliance Rewards terms and conditions www.staralliance.com/en/web/rewards/au/tnc.

#### 3 HSBC Star Alliance Rewards Points

- 3.1 We will transfer the HSBC Star Alliance
  Rewards Points in your program account,
  earned during a specific statement period, to
  your Star Alliance Rewards account shortly
  after the end of the applicable statement period
  as shown on your monthly statement of account.
- 3.2 In order for us to credit HSBC Star Alliance
  Rewards Points to your Star Alliance Rewards
  account, you authorise us to disclose any
  relevant personal information we hold about you
  to Star Alliance.
- 3.3 HSBC Star Alliance Rewards Points are offered at our discretion and do not constitute your property. You cannot transfer your HSBC Star Alliance Rewards Points to any other person or entity. In the case of your death or bankruptcy, any HSBC Star Alliance Rewards Points that you have earned but which have not been credited to your Star Alliance Rewards account:

- (a) will automatically be forfeited; and
- (b) may not be used by any other person or entity.
- 3.4 HSBC Star Alliance Rewards Points you accrue have no cash or monetary value and, once credited to your Star Alliance Rewards account, are subject to the Star Alliance Rewards terms and conditions. For details visit www.staralliance.com/en/web/rewards/au/tnc.

#### 4 Earning points using a card

- 4.1 You may only earn HSBC Star Alliance Rewards 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, **HSBC Star Alliance Rewards Points** will not be awarded on **ineligible transactions**.
- 4.4 The number of **HSBC Star Alliance Rewards Points** that can be earned in any **statement period** is uncapped.

# 5 Points awarding

- 5.1 We will award 1 HSBC Star Alliance Reward Point for each whole 1.00 AUD of the total value of an eligible transaction made in Australia or overseas (rounded up or down to the nearest whole dollar value of the eligible transaction) up to 3,000 AUD spent per statement period for your account. We will award 0.5 HSBC Star Alliance Rewards Points for each whole 1.00 AUD of the total value of an eligible transaction thereafter.
- 5.2 **We** may award **bonus points** and **promotional points** at our absolute discretion.

- 5.3 HSBC Star Alliance Rewards Points earned in a statement period will be submitted to Star Alliance for crediting to your Star Alliance Rewards account shortly after the end of the applicable statement period as shown on your monthly statement of account. Usually your HSBC Star Alliance Rewards Points will be credited within four weeks of the end of the applicable statement period.
- 5.4 **You** should notify **us** of any queries regarding your missing **HSBC Star Alliance Rewards points** as soon as possible.

#### 6 Deduction of points

- 6.1 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 HSBC Star Alliance Rewards Points (for example when you return goods or cancel bookings made and paid for and a credit is issued to your account) your HSBC Star Alliance Rewards points balance in your program account may be reduced accordingly to reflect the change in your net purchases during the relevant statement period.
- 6.2 We may deduct HSBC Star Alliance Rewards 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 your program account or otherwise.
- 6.3 Where we reasonably believe that we have incorrectly awarded you with HSBC Star Alliance Rewards Points (for example, where we erroneously awarded you with HSBC Star Alliance Rewards Points for an ineligible transaction) or your HSBC Star Alliance Rewards Points balance is otherwise incorrect, we may correct and reduce your HSBC Star Alliance Rewards Points balance in your program account accordingly.

- 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 **HSBC Star Alliance Rewards Points** balance in your **program account** may also be reduced accordingly.
- 65 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 HSBC Star Alliance Rewards Points balance of your program account will reduce accordingly. Where the **HSBC Star Alliance Rewards 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 **HSBC Star Alliance Rewards** Points balance will be carried forward and offset against any subsequent calculations of vour **HSBC Star Alliance Rewards Points** balance until such a time that you have a positive HSBC Star Alliance Rewards Points balance in your program account once again.

# 7 Redemption of points

- 7.1 HSBC Star Alliance Rewards Points can only be transferred to your Star Alliance Rewards account.
  - **HSBC Star Alliance Rewards Points** cannot otherwise be transferred, credited or redeemed.
- 7.2 Star Alliance Points are redeemable in accordance with the Star Alliance Rewards terms and conditions. For details visit www.staralliance.com/en/web/rewards/au/tnc.

#### 8 Statements of program accounts

8.1 We will provide you with a statement of the HSBC Star Alliance Rewards 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 HSBC Star Alliance Rewards Points that you have earned and are eligible to be transferred to your Star Alliance Rewards account online.

#### 9 Changing these terms

- 9.1 **We** may make changes to these **terms and conditions** in accordance with the clause "Changes
  to your agreement" of your HSBC Credit Card Terms.
- 9.2 If **you** do not wish to be bound by the change, **you** can terminate this agreement at any time before the change takes effect by contacting **us**.
- 9.3 You are responsible for any taxation liability, other government charge or reporting requirement arising from the HSBC Star Alliance Rewards program or the crediting, earning and redeeming of HSBC Star Alliance Rewards Points under this HSBC Star Alliance Rewards program and Star Alliance Rewards.

# 10 Complaints

10.1 All complaints regarding HSBC Star Alliance Rewards 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. For further information please visit <a href="http://www.hsbc.com.au/help/feedback-and-complaints/">http://www.hsbc.com.au/help/feedback-and-complaints/</a>.

#### 11 Interpretation

- 11.1 All references to dollars are to Australian dollars unless otherwise stated. Where an eligible transaction is recorded in your account in a foreign currency, the relevant amount of HSBC Star Alliance Rewards 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 that you have with us which we determine may be linked to the HSBC Star Alliance Rewards program.

"additional cardholder" means a person to whom a credit card is issued in connection with your HSBC Star Alliance Credit Card – see the HSBC Credit Card Terms for your account which you can find here for more details:

www.hsbc.com.au/credit-cards/terms.

"bonus points" means the HSBC Star Alliance Rewards 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

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

"business expense" means an expense which is wholly or predominately the ordinary and necessary expenses incurred as part of 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 Credit Card Terms" means the terms and conditions which apply to all of HSBC's credit cards, which are available here:
www.hsbc.com.au/credit-cards/terms/.

"HSBC Star Alliance Rewards Points" means points earned under the HSBC Star Alliance Rewards program before the points are transferred to your Star Alliance Rewards account.

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

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

- (a) balance transfers:
- (b) cash advances:
- (c) interest free transactions and HSBC's Credit Card special promotions (including but not limited to balance transfers, cash transfers and special interest or interest free promotional purchases), save for any interest free purchases of flight bookings made directly through participating Star Alliance carrier websites, where HSBC Star Alliance Rewards Points will still be awarded;

#### (d) business expenses;

 (e) fees or charges, including bank fees, overseas transaction fees, 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 credit card;
- (g) a disputed debit transaction;
- (h) **BPAY**®;
- (i) cash transfers; and
- (j) refunds.

"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 HSBC Star Alliance Rewards Points awarded to your program account based upon the value of an eligible transaction

"program account" means the account we establish in your name for recording HSBC Star Alliance Rewards Points for the purposes of these terms and conditions.

"promotional points" means the HSBC Star Alliance Rewards 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.

"**Star Alliance**" means Star Alliance Australia Pty Ltd ACN 661 145 080.

"Star Alliance Gold Status" means the status tier which is granted to you subject to certain eligibility criteria and spending thresholds being met, as set out on HSBC's website:

www.hsbc.com.au/credit-cards/products/
star-alliance.

"Star Alliance ID" means the Star Alliance membership ID given to you by Star Alliance when Star Alliance enrols you as a member of Star Alliance Rewards. "Star Alliance Points" means the points, as defined in the Star Alliance Rewards terms and conditions

"Star Alliance Premium Status" means a status tier corresponding to either Star Alliance Gold Status or Star Alliance Silver Status as set out and governed by the Star Alliance Rewards terms and conditions. For further details visit: <a href="https://www.staralliance.com/en/web/rewards/au/tnc.">https://www.staralliance.com/en/web/rewards/au/tnc.</a>

"Star Alliance Rewards" means the Star Alliance Rewards program operated in Australia by Star Alliance.

"Star Alliance Rewards account" means the Star Alliance Rewards program account operated in Australia by Star Alliance held in the name of the primary account holder.

"Star Alliance Rewards terms and conditions" means the terms and conditions provided to you by Star Alliance when Star Alliance enrols you as a member of Star Alliance Rewards

"Star Alliance Silver Status" means the status tier which is granted to **you** subject to certain eligibility criteria and spending thresholds being met, as set out on HSBC's website:

www.hsbc.com.au/credit-cards/products/star-alliance.

"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 Star Alliance 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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