

HSBC's Credit Card Rewards Plus Program

Terms and Conditions –
HSBC Classic Credit Card
(no longer for sale) and
HSBC Platinum Credit Card

Effective 28 August 2023



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 in the *program* at any time.
- 1.7 Your membership in 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 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 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 in 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*.

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*, or *cashback rewards*.

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 For HSBC's Classic Credit Card and HSBC's Platinum Credit Card, 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.

5 Points allocation

- 5.1 If *you* have an HSBC Classic Credit Card or HSBC Platinum Credit Card, *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 Any disputes for missing *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* 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 account for the change in your *net purchases* during the relevant *statement period*.
- 6.3 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.
- 6.4 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 *you* have a positive *points* balance in your *program account* once again.
- 6.5 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*.

- 6.6 If your *account* is closed, your membership in the *program* is automatically cancelled and any *points* not redeemed are forfeited.
- 6.7 If the *program* is suspended or terminated, any *points* must be redeemed within three months of the date the relevant event occurs.
- 6.8 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 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 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. 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) 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 *points*; and
- (b) 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 HSBC Credit Card Terms that apply to your

use of the Credit Cards Phone Banking and Credit Cards Online services;

- (b) certain provisions set out in your HSBC Online Banking Terms that apply to your use of the Credit Cards Phone Banking and Credit Cards Online services;
- (c) HSBC's:
 - (i) Privacy Policy;
 - (ii) Website Terms
 - (iii) Hyperlink Policy; and
 - (iv) General Advice Warning

each of which are displayed on our website at 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 Clause 7 of your HSBC Credit Card Terms; 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* (whomever makes the requested redemption) to your email address where *you* have redeemed an eGift Gard. Allow 28 days 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. Financial *reward rebates* and *cashback rewards* will not contribute towards any minimum monthly repayments which may be due on your monthly statements of *account*.
- 8.17 *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

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 tell *you* about a change to these *terms and conditions* in a newspaper, on our website or in writing to *you* 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*. *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 the *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; 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).
- (d) cash advance usage charge.

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 Visa.

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

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.

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 a government fee or charge;
- (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 *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*.

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 provider means a person who provides *rewards*.

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 HSBC's Credit Card Rewards Plus **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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