

Rewards 2009 Terms and Conditions

1. Eligibility

1.1 The HSBC Rewards Programme ("Programme") is open to all primary Cardholders holding valid accounts of HSBC credit cards ("HSBC Card") as herein described ("Cardholder"). (*HSBC Cards means any of the HSBC Visa / MasterCard Credit Cards except Corporate / Company credit cards.)

1.2 The validity of all HSBC Cards issued by The Hongkong and Shanghai Banking Corporation Limited ("HSBC") shall be determined by HSBC in its sole and absolute discretion.

1.3 All Personal Cardholders with accounts in good standing (currently not overdue in payment or exceeded in limit) are eligible for this Programme. Corporate / Company Cardholders are not eligible to participate in the Programme unless otherwise stated.

1.4 If a primary Cardholder voluntarily terminates his HSBC Card account(s) or is involuntarily terminated by HSBC at any time for any reason, any unused Reward points must be redeemed immediately prior to termination or they shall be automatically cancelled and no longer available for redemption by the Cardholder. These unused Reward points shall only be transferable to any remaining HSBC Card account in the Cardholder's name if the Card type is equivalent or lower than the HSBC Card account(s) being terminated.

1.5 If the supplementary Cardholder is terminated at any time for any reason, the primary Cardholder will not be disqualified from participating in the Programme.

1.6 Notwithstanding any matters stated herein, HSBC shall have the absolute discretion to determine which HSBC Card account shall be eligible to participate in the Programme and shall be entitled to disqualify any HSBC Card account and/or account holder from participating in the Programme without subscribing any reasons thereof.

2. Validity

2.1 All offers featured in this catalogue are valid from 1 July 2009 until 30 June 2010, unless otherwise stated. HSBC reserves the right to cancel, change or substitute any reward at any time and from time to time with or without prior notice.

2.2 All Reward points earned by HSBC Visa and MasterCard® gold / classic / platinum Cardholders are valid for up to two (2) years.

2.3 All Reward points earned by the HSBC Premier MasterCard® Cardholders are valid for up to three (3) years.

2.4 The expiry date of Reward points expiring in a particular year shall be the anniversary date of joining the Programme and/or the date of issuance of the Card. All Reward points must be redeemed prior to their expiry. The various applicable dates will be shown in your monthly credit card statement and any unused points earned and accumulated will NOT be carried forward upon their expiry. Expired Reward points shall be automatically cancelled and cannot be redeemed or reinstated. Redemption forms must be received by HSBC before expiry of Reward points. Proof of sending is not proof of receipt of redemption form.

3. Reward Points Earned in the Programme

3.1 All HSBC Cardholders will earn one Reward point for every BND1.00 billed on the Cardholder's primary and supplementary card accounts issued by HSBC, subject to the exclusions listed below. The Cardholder will NOT earn Reward points for the following:

- a. Cash advance
- b. Late payment charges
- c. Finance charges
- d. Balance transfer
- e. Annual fees

3.2 The accumulation rate of one (1) Reward point for every BND1.00 may be subject to change from time to time as determined by HSBC.

3.3 Adjustments will be made to Reward points accrued in the Cardholder's card account if there are any credit(s) or debit(s) posted to the Cardholder's card account, including those arising from returned goods or services, or from billing disputes. Any disputed transactions / billing will not be accredited with

Reward points.

3.4 HSBC shall be entitled to invalidate or forfeit any and all Reward points earned by the Cardholder where HSBC is of the opinion or has reason to suspect that such Reward points have been obtained from misuse, abuse or fraudulent usage of the Cardholder's HSBC Card.

3.5 Reward points are not transferable but can be accumulated from primary Cardholder's various personal HSBC Cards and supplementary cards (excluding corporate / company cards) of the same Card type issued by HSBC.

3.6 Reward points accumulated will be reflected in the Cardholder's monthly statement of account. Only Reward points reflected in the card statement can be used for redemption.

3.7 HSBC will not be responsible of any delay in the posting of the transactions and/or the accrual of Reward points.

3.8 Cardholders are allowed to transfer their Reward points when they upgrade their HSBC Card type (ie Classic, Gold etc) and shall not be required to redeem their transferred Reward points immediately. In the event of a downgrade of HSBC Card type, the transfer of Reward points shall not be allowed and Cardholders must redeem their accrued Reward points immediately as any failure to redeem will result in the forfeiture of the Cardholder's Reward points. Cardholders will only be allowed to combine their Reward points with any existing Reward points accrued on an equivalent HSBC Card type prior to the downgrade taking into effect.

4. Reward Points Redemption

4.1 All redemptions are subject to the accumulation of sufficient Reward points and final acceptance by HSBC. Redemptions will be cancelled automatically in the event of insufficient Reward points.

4.2 Only Cardholders whose HSBC Card accounts are valid and in good standing (as determined by HSBC) will be eligible to use their Reward points to obtain redemptions under the Programme. If any Cardholder's accounts are not in good standing, the Cardholder's participation in the Programme may be cancelled and/or Reward points accrued in the Cardholder's account may be forfeited.

4.3 All Reward points earned and accumulated must be redeemed on or before the date of expiry.

4.4 Reward points accumulated in the Cardholder's account plus that of the supplementary account can only be redeemed by the primary Cardholder.

4.5 Upon redeeming a reward, the Cardholder releases HSBC from any and all liability to the Cardholder or any guest of the Cardholder (including supplementary Cardholders) in respect of the redemption or use of such reward in the Programme.

4.6 Once the accumulated Reward points in a Cardholder's HSBC Card account have been redeemed for any reward in the Programme, such Reward points cannot be transferred back to the Cardholder's card account and shall be deemed as extinguished.

4.7 Information supplied on the redemption of certain rewards may be used by HSBC for its administrative, public relations and marketing purposes.

4.8 Once a redemption order has been accepted by HSBC, it cannot be cancelled or exchanged by the Cardholder.

4.9 All rewards are subject to availability and subject to the applicable restrictions on redemption imposed by HSBC from time to time at its sole discretion.

4.10 Any rewards left unclaimed by the Cardholder after one month from the redemption date will be deemed forfeited. Reward points used in the redemption will not be reinstated.

4.11 Redemption of Reward points for cash credit can be used to offset any outstanding payments due or future purchases and cannot be exchanged for cash. The cash credits redeemed through the Programme will be reflected in the HSBC card account statement and is not to be taken as a payment in reduction of the minimum payment due.

5. Air Miles Rewards Programme

5.1 Only Cardholders who are eligible for the Programme are eligible for the HSBC Air Miles Rewards Programme (“Air Miles Programme”).

5.2 Cardholders who wish to participate in the Air Miles Programme must complete the HSBC Air Miles Rewards Programme enrolment form (“enrolment form”) prior to activating the conversion of Reward points to Air Miles. The enrolment form can be found on the HSBC website at www.hsbc.com.bn.

5.3 Only those primary Cardholders who have enrolled in the participating airline’s / airlines’ Frequent Flyer Programme(s) will be able to convert Reward points and redeem flight rewards.

5.4 Only Cardholders whose HSBC Card accounts are valid and in good standing (as determined by HSBC) will be eligible to convert their Reward points to Air Miles.

5.5 One Air Mile is equivalent to two Reward points. The conversion rate may be amended at the sole discretion of HSBC without prior notice to the Cardholder.

5.6 Cardholders must accumulate and transfer their Reward points to Air Miles in blocks of 3,000 Reward points each time a transfer is made to any participating airline’s Frequent Flyer Programme account.

5.7 Reward points can be pooled by the same Cardholder holding different HSBC Card accounts. The primary Cardholder is the sole authorised person who may transfer the Reward points to a participating airline’s Frequent Flyer Programme accounts. The transfer of Reward points to a third party including the supplementary Cardholder is prohibited.

5.8 Once transferred, Reward points cannot be transferred back to the Cardholder’s account or to another participating airline’s Frequent Flyer Programme account.

5.9 Reward points must be transferred to a participating airline’s frequent flyer programme account prior to their expiry dates. Expired Reward points shall be automatically cancelled and cannot be redeemed or reinstated.

5.10 HSBC assumes no responsibility for Reward points transferred from a Cardholder’s account into a participating airline’s Frequent Flyer Programme account or for the actions of any of the participating airlines in connection with its Frequent Flyer Programme or otherwise.

5.11 HSBC is not responsible for any fraudulent or unsuccessful transfer of Reward points.

5.12 All questions or disputes regarding eligibility for participation in the Air Miles Programme or transferring Reward points under the Air Miles Programme will be decided by HSBC at its sole discretion.

5.13 Any fraud and/or abuse relating to the earning and transfer of Reward points in the Air Miles Programme may result in the forfeiture of accumulated Reward points as well as the cancellation of the Cardholder’s HSBC Card(s).

5.14 Cardholders are subject to and must comply with the terms and conditions of the relevant participating airline’s Frequent Flyer Programme which in turn will be governed by the terms and conditions, rules, regulations, policies and procedures (Programme Rules) of the respective Frequent Flyer Programme. A copy of the relevant programme rules will be sent to the Cardholder by the respective airline(s) upon the Cardholder’s enrolment with the participating airline(s).

5.15 A participating airline may change its programme rules including regulations, policies, benefits, procedures and conditions of participation or mileage levels, in whole or in part at any time with or without prior notice, even though the changes may affect the value of the free mileage already accumulated.

5.16 Airline participation in the Air Miles Programme is subject to change upon notice.

6. Variation of Rules

6.1 HSBC reserves the right to add, delete, vary or amend the Programme terms and conditions at any time with or without prior notice.

6.2 HSBC’s failure to enforce a particular term and conditions does not constitute a waiver of that term and conditions by HSBC.

7. Termination

7.1 HSBC can suspend or terminate the Programme at any time it deems necessary. In such a case, HSBC shall give sixty (60) days advance written notice to primary Cardholders in the manner it deems appropriate.

7.2 Termination of the Programme will take effect on the date stated in the notice. The Cardholder may upon receipt of such notice choose to redeem all or part of his outstanding Reward points or otherwise continue to accumulate Reward points until the Programme termination date specified in the notice. All outstanding Reward points will be automatically cancelled on the Programme termination date.

8. General

8.1 HSBC assumes no responsibility for any claims, loss, costs, expenses, or damages of whatever nature in connection with any of the rewards (Flight or non-Flight) redeemed through this Programme.

8.2 Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of Reward points in the Programme or redemption of rewards including transfer of Reward points to a participating airlines' Frequent Flyer Programme, may result in the cancellation of all and any HSBC Cards and/or the Cardholder's participation in the Programme.

8.3 All questions or disputes regarding the eligibility for the Programme or the eligibility of Reward points of accrual or redemption of rewards including the transfer of Reward points to a participating airlines' Frequent Flyer Programme, will be determined by HSBC at its sole discretion.

8.4 The Programme is not transferable.

8.5 A Cardholder's participation in the Programme may be cancelled or Reward points accrued may be forfeited due to the Cardholder's failure to adhere to these terms and conditions governing the HSBC Card account.

8.6 Supplementary Cardholders are not eligible to participate in any HSBC Card promotions, competitions or contests under their own nature.

8.7 Use of the HSBC Cards is subject to the HSBC Visa and MasterCard® Cardholder's Agreement and the HSBC General Terms and Conditions.

8.8 In the event where there is any inconsistency, conflict, ambiguity or discrepancy between English and Malay version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.