

TERMS AND CONDITIONS FOR HSBC PREMIER CREDIT CARDS-BIRTHDAY DOUBLE REWARDS PRIVILEGES CREDIT CARD PROGRAMME
EFFECTIVE Date: 01 January 2022

1.0 Definitions

- 1.1. "HSBC/Bank" refers to The Hongkong and Shanghai Banking Corporation Limited.
- 1.2. "Programme" refers to HSBC Premier Credit Card Birthday Double Rewards Privileges Credit Card Programme.
- 1.3. "Eligible Cardholders" refers to all new and existing primary and/or supplementary cardholders of HSBC Premier Credit Card issued locally. credit card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Premier Card credit cards that are not issued in Sri Lanka;
 - b. Cardholder(s) of invalid or cancelled HSBC Premier Card Cards and/or whose credit card accounts are not of good standing;
 - c. Cardholder(s) of company and/or corporate HSBC credit cards.
 - d. HSBC Premier cardholders who do not maintain the primary eligibility for HSBC Premier (balance in fixed deposits, remittance of salary or overseas HSBC Premier).
- 1.4. "HSBC Credit Card" refers to a HSBC Premier Card credit card issued in Sri Lanka.
- 1.5. "Rewards Points" or "RP" refers to HSBC Reward Points earned through the use of a HSBC Credit Card for transactions at any merchant outlets both locally and overseas, charged and posted to the Eligible Cardholder's credit card account. This is the base unit of measurement in the HSBC Rewards programme.
- 1.6. HSBC Premier Credit Card Birthday Double Rewards Programme (shall be effective from 01 January 2022 to 31 December 2022, inclusive of both dates.

2.0 Double Reward Points Earning

- 2.1. Addition to the 1x RP in every other spend, Eligible Cardholders stand to receive an additional 1x RP for every Rs.100/- spend using the HSBC Credit Card **during the month of the Eligible Cardholder's birthday**. The following is excluded from this Programme.
 - a. Fees and charges as per Bank's Tariff and Charges and applicable Governmental charges; and/or
 - b. Education, Cash Advance, Cash Installment Plans, Fuel, Insurance, Kids and Toys, Medical, Opticians, Pharmaceutical, Publishing and Stationary, and Transport, and/or
 - c. Casino or gambling transactions performed locally, overseas or on-line
 - d. Purchase of virtual currencies, crypto currencies, bitcoins, forex trading and capital transactions
- 2.2. Rewards multipliers will be applied to the pre-defined Merchant Category Codes ("MCC") based on Master Card Incorporated (MasterCard) and HSBC guidelines. Any transactions not falling under the correct MCC shall not be awarded rewards multipliers.
- 2.3. Redemption or conversion of Reward Points can only be made once the Eligible Cardholder has accumulated 1334 Rewards Points at any given time and single redemption request should qualify a redemption of 1334 Rewards Points.

- 2.4. Double RP under this Programme will be awarded based on the transaction posted to the Eligible Cardholder's credit card account and will only be eligible for a maximum of 10,000RP.
- 2.5. The transactions which are billed to the Eligible Cardholder during the calendar month of the birthday only will be considered as eligible transactions. The Bank reserves the right to determine the final definition of eligible transactions in the Promotion without further notice to the Eligible Cardholders. In case of disputes, the decision of the Bank shall be final and conclusive. No Reward Points shall be awarded for transactions performed prior to the Promotional Period.
- 2.6. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC and MID. In the event that additional Reward Points are not credited to the Eligible Cardholder's HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC shall not be held responsible for such discrepancies which are beyond HSBC's control.
- 2.7. The additional Reward Points will be credited into the Eligible Cardholder's primary HSBC Credit Card account within 30 Bank working days after the end of each calendar month the transaction was posted. The Eligible Cardholder will receive a SMS indication the point credited or the same through his/her HSBC Bank Credit Card's monthly statement.

3 General terms and Conditions

- 3.1 The Bank reserves the right to change these Terms and Conditions of the Programme., and communicate such changes to Eligible Cardholders by way of a narrative in or enclosure with the HSBC Premier Credit Card Statement/Public website/short message service or any other appropriate communication medium.
- 3.2 This Terms and Conditions, may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
- 3.3 These Terms and Conditions are in addition to the General Terms and Conditions of HSBC Credit Cards ("GTCs") for HSBC of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by HSBC and the Terms and Conditions for HSBC Rewards Programme. The GTCs and the Terms and Conditions for HSBC Rewards Programme are available at <https://www.hsbc.lk/>.
- 3.4 For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.
- 3.5 HSBC's decision on all matters relating to this Promotion shall be final and conclusive.
- 3.6 The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Promotion.
- 3.7 In the event the Eligible Cardholder's credit card is lost or stolen, the Eligible Cardholder can continue to make purchases with the replacement credit card and all such purchases made will continue to qualify for the Promotion.

3.8. Any disputed, reversed/refunded or cancelled/void transactions will not qualify as an eligible transaction for this Promotion.

3.9. Nothing herein amounts to a commitment or representation by the Bank to conduct similar promotions in the future.

3.10. HSBC is not the supplier of the products and/or service/s offered by the merchant and shall not accept any liability in relation thereto.

3.11 This Programme is not applicable to any other HSBC credit cards unless otherwise stated.

3.12 These Terms and Conditions shall be governed and constructed by the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts of Sri Lanka.