

HSBC Business Card Rewards Program

Terms & Conditions

The HSBC Business Card Rewards Program (the "Program") allows participants to earn Points which can be redeemed toward rewards including merchandise, gift certificates and credits for self-booked airline and vacation packages. The Program is sponsored by HSBC Bank Canada (the "Bank", "we", "us", "our"). In these Terms "you" and "your" mean the Cardholder.

Read these Terms carefully and keep them so you can refer to them later. These Terms apply to the Program and replace all prior terms and conditions, unless otherwise specified by us in writing. Signing, activating or using your HSBC MasterCard or your Account number at any time following enrollment means that you have received and read these Terms and agree to and accept all of them.

Some words in these Terms are capitalized because they have special meanings. Please see Section 22 for an explanation of these words.

1. Eligibility

The Program is offered at our sole discretion and is available if you are currently enrolled in the Program and your Account is in good standing. Your Account is in good standing as long as you fully comply with the terms and conditions of your Cardholder Agreement and these Terms. You may not earn or redeem Points if you are in default under the terms and conditions of your Cardholder Agreement or these Terms. A Rewards Account will only be opened in the name of a Cardholder who is a natural person. Businesses, corporations, partnerships and other legal entities are not eligible for a Rewards Account.

2. Points

The Program is based on Points. Points awarded under the Program have no cash value and are non-transferable. Points in the Rewards Account are solely for the benefit of the Cardholder. Points are not divisible in case of separation, divorce, bankruptcy or otherwise.

3. Earning Points

1. Your Rewards Account is awarded one Point for every \$1.00 in Net Purchases charged to your Account during the operation of the Program. For purposes hereof, "Net Purchases" means the amount of purchases of goods and

services that are charged to the Account except for quasi-cash transactions (which include purchases of wire transfers, travelers cheques, foreign currency, money orders, payment of an existing debt, bets, lottery tickets and gaming chips), less any credits. No Points shall be earned in respect of cash advances (including balance transfers and convenience cheques), optional services, interest charges or fees.

2. Credits for returns, refunds, rebates or adjustments reflected on your Account statements during the operation of the Program will reduce or cancel Points at the same rate that the Points were originally earned. Each return, refund, rebate or adjustment is multiplied by the appropriate Earn Rate to determine the number of points to be deducted. If your Rewards Account has insufficient Points available for the credit, we may deduct Points from future Points which are not yet earned or charge your Account for the value of Points which cannot be so deducted, at the rate of \$1.00 for every 100 Points (plus applicable taxes). This right will survive termination of your participation in the Program.
3. On occasion, additional Points may also apply to special offers, or be awarded by participating merchants or service establishments. In addition, we may offer bonus Points based on a higher Earn Rate from time to time. All such special offers, including bonus Points offers, are subject to applicable offer terms and conditions.

4. Redeeming Points

1. You can redeem for available Rewards by going online at www.hsbc.ca/rewards or by calling HSBC Rewards Customer Care, unless otherwise stipulated in these Terms.
2. Points are only available for redemption after the statement date of the Account statement on which the Points first appear. You must redeem your Points during the operation of the Program and during the time that your Account is in good standing.
3. When you request your Reward, your Rewards Account will be debited the number of Points you are required to redeem for that Reward. Redemptions are non-refundable / non-returnable, except as provided in these Terms.
4. Points can only be redeemed by the Cardholder. Authorized users will not be able to redeem for Rewards.

5. Points Summary & Verification

A section of your Account statement will show your Points transactions and balance ("Points Summary"). You must examine promptly each Points Summary and each entry and balance recorded in it. If you do not notify us in writing of any errors within 30 days from the statement date indicated on the Account statement, we are entitled to treat the entries and balances in that Points Summary as complete, correct and binding on you. Your Points Summary will reflect the Points earned during the statement period, including the amount of any bonus Points earned during the period.

6. Rewards

All Rewards are subject to availability and the rules and restrictions of Rewards suppliers. We reserve the right to alter, change, or terminate any Rewards, in whole or in part, at any time without notice.

7. Merchandise & Gift Certificates

1. All merchandise offerings are subject to availability. If an item is unavailable exactly as shown, you will be sent a substitute of equal or greater value. If a suitable substitution is not available, the Points used will be credited back to your Rewards Account and you will be contacted and advised to make another selection.
2. If an item is temporarily out of stock, you will be notified and advised of the anticipated delivery date.
3. The items received may not be exactly as illustrated due to the fact the manufacturers sometimes change models or the displayed articles are in limited quantities.
4. Each gift certificate / gift card is subject to the merchant's terms and conditions. Merchants, including restaurants and retailers, may be added or deleted from the Program at any time at our sole discretion.

8. Delivery of Merchandise and Gift Certificates

Allow three to four weeks from the time your order is received for delivery. Delivery of merchandise and gift certificates will be made by prepaid delivery service during normal business hours or by regular mail to the address specified in your order. Rewards will be delivered to Canadian street addresses only. It may be necessary for you to make appropriate arrangements for receipt of deliveries and some assembly of items may be required. Every attempt will be made to fulfil orders as quickly as possible. However, the Bank and its Reward suppliers are not responsible for delays due to union disputes, postal disruption or any other valid reason.

9. Merchandise Returns

1. You may return Rewards merchandise within 15 days of receipt. Contact HSBC Rewards Customer Care for full instructions and a return authorization number. Any shipping costs associated with such returns will be your responsibility.
2. In the event that Rewards merchandise arrives damaged or missing pieces, contact HSBC Rewards Customer Care immediately. Items that are damaged or missing pieces will be replaced without charge if reported to HSBC Rewards Customer Care within 5 business days of receipt.
3. You must retain all packaging and carton material for return. Should any shortages or damages be apparent, you must note them on the delivery receipt before you sign for the merchandise.
4. Gift certificates / gift cards may not be returned under any circumstances.

10. Lifestyle Rewards

Lifestyle Rewards include applicable taxes and shipping (unless otherwise indicated). Certain fees and expenses may not be included. Lifestyle Rewards may be subject to specific terms and conditions, exclusions and restrictions as determined by participating suppliers. Due to the unique nature of Lifestyle Rewards, availability of space and/or dates may be limited.

11. Account Contributions

11.1 HSBC Account Contribution

1. You can redeem your Points for an HSBC Account Contribution online at rewards.hsbc.ca or by calling HSBC Rewards Customer Care. Accounts eligible for a credit are specified online at www.hsbc.ca/rewards or by calling HSBC Rewards Customer Care. The requisite account must be open and in good standing at the time of redemption. If you do not already have the requisite account, you will need to open an account in accordance with standard account opening procedures before redeeming your Points.
2. Additional terms apply to specific HSBC Account Contribution offers. Details about HSBC Account Contributions are available at www.hsbc.ca/rewards or by calling HSBC Rewards Customer Care. Points that can be redeemed for an HSBC Account Contribution may be subject to a minimum or maximum, as specified at www.hsbc.ca/rewards.
3. HSBC Account Contributions will be credited electronically to the specified HSBC account within 10 business days of redemption.

11.2 Cash Back Rebate

1. You can redeem your Points for a credit to your HSBC MasterCard Account by calling HSBC MasterCard Customer Care using the toll free number found on the back of your Card. The required number of Points and Rebate amount are specified online at www.hsbc.ca/rewards or by calling HSBC MasterCard Customer Care. Points that can be redeemed for a Rebate may be subject to a minimum or maximum, as specified at www.hsbc.ca/rewards.
2. The Rebate will be credited directly to your Account, provided that your Account is open and in good standing at the time of redemption. Rebates will be credited to your Account within 10 business days of redemption.

12. Self-Booked Travel Rebate

1. You can redeem your Points for a credit to your HSBC MasterCard Account when you purchase an Eligible Travel Ticket yourself using your HSBC MasterCard. The ticket must be purchased on your HSBC MasterCard and you must be enrolled in the Rewards program at the time of purchase. Once you have purchased the Eligible Travel Ticket, and the charge appears on your Account statement, you may contact HSBC Rewards Customer Care or visitrewards.hsbc.ca to redeem your Points to receive the Self-Booked Travel Rebate.
2. Each purchase of an Eligible Travel Ticket is treated as a separate transaction for purposes of redemption. For example, if you purchase 2 airline tickets at the same time and they appear as one transaction on your HSBC MasterCard Account, it will be treated as one purchase. However, if you purchase 2 airline tickets separately, and they appear as separate transactions on your HSBC MasterCard Account, they will be treated as 2 separate purchases for purposes of redemption.
3. Points can be redeemed towards an Eligible Travel Ticket which is charged to your Account, in accordance with the then current Redemption Schedule for Self-Booked Travel Rebates. The Redemption Schedule for Self-Booked Travel Rebates forms part of these Terms. We may amend or replace such Redemption Schedule at any time without notice to you. The current Redemption Schedule for Self-Booked Travel Rebates is available online at www.hsbc.ca/rewards or by calling HSBC Rewards Customer Care. Points that can be redeemed for the Self-Booked Travel Rebate may be subject to a minimum or maximum, as specified at www.hsbc.ca/rewards.
4. You must redeem Points for a Self-Booked Travel Rebate through the HSBC Rewards Customer Care or online at rewards.hsbc.ca within sixty (60) days of the transaction date of the Eligible Travel Ticket purchase and after the purchase has been posted to your Account. Evidence of purchase may be required.
5. Your Account will be credited based on the redemption value of the Points on the date that the Points are redeemed through the HSBC Rewards Customer Care or rewards.hsbc.ca. The statement credit will then appear on your monthly Account statement within the next two billing cycles. Any request for a Self-Booked Travel Rebate is final and cannot be reversed.
6. Points can only be redeemed for a statement credit up to the full amount of the Eligible Travel Ticket that has been charged to your Account. Your Account will not be credited for more than the full amount of the Eligible Travel Ticket purchase that has been charged to your Account. Any charge to the Account that is not covered by the amount of the Self-Booked Travel Rebate will remain on the Account and you will continue to be responsible for payment of that remaining amount.
7. The Bank, their affiliates, subsidiaries or representatives are not responsible for the performance by the airlines or other suppliers of the transportation or other travel services purchased. All reservations and ticketing are subject to the terms and conditions, including conditions of carriage, of the party providing the transportation and/or other travel services, including exclusions and limitations of liability.

13. Termination/Cancellation

1. The Program is offered in our sole discretion and with no predetermined termination date. We may suspend or terminate the Program, in whole or in part, at any time for any reason with or without notice to you.
2. We may, without notice, suspend or terminate your membership in the Program, cancel your Rewards Account and cancel your Points in the event of (i) fraud, (ii) abuse of Program privileges, (iii) violation of these Terms, or (iv) your personal bankruptcy.
3. If we cancel your Account for any reason, then your Points shall be automatically cancelled without notice to you and may not subsequently be redeemed, transferred or converted.
4. Upon the death of the Cardholder, membership in the Program will terminate and the Points in the Rewards Account will be available for redemption by the Cardholder's estate for a period of 90 days (upon presentation of appropriate documentation). Points that have not been redeemed within such 90 day period, will automatically be cancelled and may not subsequently be redeemed, transferred or converted.
5. Upon (i) the voluntary cancellation of your membership in the Program, or (ii) cancellation of the Account, membership in the Program will terminate and the Points in the Rewards Account shall be automatically cancelled without notice to you and may not subsequently be redeemed, transferred or converted. If you have enrolled in the Program as an optional service subject to an additional annual fee, you will receive a refund of the annual fee (by means of a credit to your Account) if you cancel membership in the Program within 30 days of initial enrolment or within 30 days of the date of the Account statement that displayed the renewal of the Program. After 30 days, the annual fee is considered prepaid and will not be refunded.

14. Changing the Program and These Terms

We may change the Program and these Terms at any time without giving you notice. Program changes may include, without limitation, changes to (i) any Reward(s), (ii) the Points required to be redeemed for any Reward, (iii) any special bonus Points offer, or (iv) the formula upon which Points are earned.

15. Release of Liability

You agree that the Bank and any of its affiliates, subsidiaries, or representatives are not responsible for, and you release us and them from any and all liability arising as a result of the following:

1. any accident, loss, injury or damage caused by any Rewards supplied or requested in connection with the Program;
2. any unauthorized redemption of Points;
3. delays in delivery, or the loss or theft of any Rewards (including without limitation gift certificates / gift cards, tickets or merchandise);
4. failure to provide you with one or more Points Summaries;
5. any errors or omissions in the catalogue(s) and other Reward sources;
6. suspension or termination of the Program, in whole or in part, for any reason;
7. suspension or termination of your membership in the Program, the closing of your Account or the cancellation or invalidation of any or all of your Points;
8. failure or delay of any Rewards supplier to perform in any way.

16. Responsibility for Tax

Any federal and/or provincial tax liability arising from the issue or redemption of Points or the receipt of a Reward is your responsibility. You understand that we will not issue tax receipts.

The amount of any Taxes and Other Charges associated with your travel arrangements that are imposed by travel suppliers and other third parties are your sole responsibility and may change at any time without notice, even after the date that travel arrangements have been confirmed.

17. Survival

Sections 3(b), 12(g), and 15 - 17 will survive termination of your participation in the Program.

18. Independent Contractors

The suppliers providing Rewards are independent contractors and are not agents or employees of the Bank or any of its affiliates, subsidiaries, or representatives. All documentation, receipts, tickets, reservations, goods and/or services are issued subject to the terms and conditions specified by

the suppliers.

19. Information Sharing

We may exchange program related information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Program and to fulfil your redemption requests.

20. Interpretation

All questions or disputes regarding the Program and the interpretation of these Terms will be resolved by us in our sole discretion.

21. Language

The parties expressly request and require that these Terms and all other related documents be drafted in English. Les parties ont expressément demandé que cette convention et tous les documents qui s'y rattachent soient rédigés en anglais.

22. About the words we use in this Agreement

The definitions contained in the Cardholder Agreement apply to these Terms as well. In addition, the words listed below have the following meanings. All such words are capitalized throughout these Terms so you can identify them easily.

Account means an HSBC MasterCard account opened by us in the Cardholder's name pursuant to the commercial card program which we have established with the Business.

Business means the corporation, partnership or sole proprietorship that authorized us to open the Account and to issue an HSBC Business MasterCard on that Account.

Cardholder means the individual holder of an HSBC Business MasterCard.

Cardholder Agreement means the HSBC MasterCard Cardholder Agreement between you and us governing the Account.

Earn Rate means each earn rate for Points applicable to a Card that participates in the Program, including the base earn rate (of one Point for

every \$1.00 in Net Purchases) and any bonus earn rate that we may offer and for which you are qualified.

Eligible Travel Ticket means each purchase of airline tickets, vacation packages, car rentals, hotels, cruises, rail tickets and tours that are eligible for the Self Booked Travel Rebate.

HSBC Account Contribution means a contribution made by means of a credit towards an eligible HSBC chequing, savings, credit or investment account, as outlined in Section 11.1.

Net Purchases has the meaning given in Section 3(a) of these Terms.

Points means the points credited to your Rewards Account, subject to these Terms.

Rebate means the credit to your HSBC MasterCard Account available for redemption under the Program, as outlined in Section 11.2.

Rewards means the merchandise, gift certificates, lifestyle rewards, HSBC Account Contributions, Rebates, Self-Booked Travel Rebates and any other rewards available for redemption under the Program.

Rewards Account means the account we have opened in the Cardholder's name for the crediting and debiting of Points earned in connection with the Program.

Self-Booked Travel Rebate means a statement credit to your HSBC MasterCard Account for each Eligible Travel Ticket purchased using your Account, as outlined in Section 12.

Taxes and Other Charges means taxes and service fees (including sales tax, GST, HST, departure and transportation taxes and fees, airport improvement fees, and other taxes), excess baggage charges, immigration fees, government fees and levies, customs charges and passenger facilities charges, health and other inspection fees, fuel surcharges and other non-ticket costs or charges which may be imposed.

Terms means these Terms and Conditions governing the HSBC Business Card Rewards Program.

