

The HSBC Gold Rewards Program (the "Program") allows participants to earn Points which can be redeemed toward rewards including merchandise, gift certificates and credits for self-booked travel including airline tickets, hotels, car rentals and vacation packages. The Program is sponsored by HSBC Bank Canada (the "**Bank**", "**we**", "**us**", "**our**"). In these Terms "**you**" and "**your**" mean the Primary 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 Card or your Account number at any time following enrolment means that you have received and read these Terms and agree to and accept all of them.

### 1. 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 your HSBC Mastercard account.
- **Annual Spend** means the aggregate amount charged to the Account for Net Purchases for the calendar year commencing on either January 1 or enrolment in the Program and ending on December 31.
- **Card** means your HSBC Mastercard card.
- **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:
  - for Annual Spend of up to and including \$10,000, the base earn rate of one Point for every \$1.00 in Net Purchases
  - for Annual Spend above \$10,000 and up to \$60,000, the accelerated earn rate of 1.10 Points for every \$1.00 in Net Purchases
  - for Annual Spend above \$60,000, the base earn rate of one Point for every \$1.00 in Net Purchases
  - any special bonus Points offer that we may offer and for which you are qualified.
- **Eligible Travel Purchase** means a purchase of airline tickets, vacation packages, car rentals, hotels, cruises, rail tickets and tours that is eligible for the Self-Booked Travel Rebate.
- **HSBC Account Credit** means a credit towards an eligible HSBC Bank Canada personal savings account, residential mortgage account or the Account, as outlined in Section 12.1.
- **HSBC Rewards Program** means a Rewards program made available by us to eligible HSBC Mastercard cardholders.

# HSBC Gold Rewards Program

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- **Lifestyle Rewards** means tickets to events, unique experiences, and other lifestyle and experiential rewards available for redemption under the Program.
- **Net Purchases** has the meaning given in Section 4(a) of these Terms.
- **Points** means the points credited to your Rewards Account, subject to these Terms.
- **Points Summary** means the section of your Account statement that shows your Points transactions and balances.
- **Primary Cardholder** means the person who applied for a Card, as primary cardholder, and in whose name we opened an Account.
- **Redemption Schedule** means the chart available online at [rewards.hsbc.ca](https://rewards.hsbc.ca) that shows the Self-Booked Travel Rebate redemption rate.
- **Rewards** means the merchandise, gift certificates, Lifestyle Rewards, HSBC Account Credits, Self-Booked Travel Rebates and any other rewards available for redemption under the Program.
- **Rewards Account** means the account we have opened in the Primary 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 Account for each Eligible Travel Purchase charged to your Account, as outlined in Section 13.
- **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 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 Gold Rewards Program.

## 2. 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 Primary Cardholder who is a natural person. Businesses, corporations, partnerships and other legal entities are not eligible for a Rewards Account.

### 3. Points

The Program is based on Points. Points awarded under the Program have no cash value. Points may be converted or transferred to another HSBC Rewards Program account as set out in Section 14. Otherwise, Points are non-transferable. Points are not divisible in case of separation, divorce, bankruptcy or otherwise.

### 4. Earning Points

- a. Your Rewards Account is awarded Points based on the Earn Rate for Net Purchases charged to your Account during the operation of the Program. For purposes of these Terms, "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 cheques), optional services, interest charges or fees.
- b. Credits for returns, refunds, rebates or adjustments reflected on your Account statements during the operation of the Program will reduce or cancel Points 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.
- c. 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.

### 5. Redeeming Points

- a. You can redeem for available Rewards by going online at **rewards.hsbc.ca** or by calling HSBC Rewards Customer Care at **1-866-688-4722**, unless otherwise stipulated in these Terms.
- b. Points are available for redemption within 5 business days of your qualifying purchase, as set out in Section 4(a) of these Terms. You must redeem your Points during the operation of the Program and during the time that your Account is in good standing.
- c. 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.

### **6. Points Summary & Verification**

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 billing period.

### **7. 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. In all cases, rebates earned under this Program do not count towards your Minimum Payment.

### **8. Merchandise & Gift Certificates**

- a. 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.
- b. If an item is temporarily out of stock, you will be notified and advised of the anticipated delivery date.
- c. 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.
- d. 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.
- e. Merchandise and gift certificates include applicable taxes and shipping (unless otherwise indicated).

### **9. 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 fulfill 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.

## 10. Merchandise Returns

- a. You may return Rewards merchandise within 15 days of receipt. Contact HSBC Rewards Customer Care at **1-866-688-4722** for full instructions and a return authorization number. Any shipping costs associated with such returns will be your responsibility.
- b. 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.
- c. 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.
- d. Gift certificates/gift cards may not be returned under any circumstances.

## 11. 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.

## 12. HSBC Account Credit

- a. You can redeem your Points for an HSBC Account Credit online at **rewards.hsbc.ca** or by calling HSBC Rewards Customer Care at **1-866-688-4722**. The details of accounts that are eligible for an HSBC Account Credit can be found online at **rewards.hsbc.ca** 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 for an HSBC Account Credit.
- b. Additional terms apply to specific HSBC Account Credit offers. Details about HSBC Account Credits are available at **rewards.hsbc.ca** or by calling HSBC Rewards Customer Care. Points that can be redeemed for an HSBC Account Credit may be subject to a minimum or maximum, as specified at **rewards.hsbc.ca**.
- c. HSBC Account Credits will be credited electronically to the specified HSBC account within 10 business days of redemption. If you select the Account, we will credit your Account directly.

## 13. Self-Booked Travel Rebate

- a. You can redeem your Points for a credit to your Account when you make an Eligible Travel Purchase using your Card. The purchase must be

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made on your Card and you must be enrolled in the Program at the time of purchase. Once you have made the Eligible Travel Purchase, and the charge appears on your Account statement, contact HSBC Rewards Customer Care at **1-866-688-4722** or visit **rewards.hsbc.ca** to redeem your Points to receive the Self-Booked Travel Rebate.

- b. 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 Purchase and after the charge has been posted to your Account. Evidence of purchase may be required.
- c. Points can be redeemed towards an Eligible Travel Purchase which is charged to your Account, in accordance with the 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 the Redemption Schedule at any time without notice to you. The current Redemption Schedule for Self-Booked Travel Rebates is available online at **rewards.hsbc.ca** 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 **rewards.hsbc.ca**.
- d. 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 periods. Any request for a Self-Booked Travel Rebate is final and cannot be reversed.
- e. Points can only be redeemed for a statement credit up to the full amount of the Eligible Travel Purchase that has been charged to your Account. Your Account will not be credited for more than the full amount of the Eligible Travel Purchase 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.
- f. 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.

#### **14. Conversion or Transfer of Points to Another HSBC Rewards Program**

- a. You may only convert or transfer Points to another HSBC Rewards Program as permitted by us and subject to such restrictions and conditions as we may impose, from time to time, in our absolute discretion. Points may only be converted or transferred to points, cash back rebate or other applicable rewards currency of another HSBC Rewards Program account in your name (as the Primary Cardholder).
- b. We may permit you to convert or transfer points to points, cash back rebate or other applicable rewards currency of another HSBC Rewards Program, subject to these Terms and any other terms and conditions associated with any conversion or transfer offer that we may make available to you. In order to qualify for any conversion or transfer of Points to another eligible HSBC Rewards Program, your Account must be in good standing.
- c. A conversion or transfer of Points from your Rewards Account to another eligible HSBC Rewards Program shall constitute redemption of your Points for purposes of these Terms.
- d. The terms and conditions associated with any offer to convert or transfer Points shall be determined by us, including the rate of conversion or transfer. In addition, we may in our absolute discretion (i) prohibit any such transfer or conversion at any time, (ii) limit the number of Points that may be transferred or converted, (iii) adjust the rate of conversion or transfer, (iv) deduct bonus Points that may have been awarded, or (v) charge a service fee for any Points conversion or transfer. Any Points conversion or transfer is final and may not be reversed.
- e. A conversion or transfer of Points from your Rewards Account to another eligible HSBC Rewards Program shall reset your Annual Spend for purposes of calculating your Earn Rate to zero.

#### **15. Termination/Cancellation**

- a. 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.
- b. 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.
- c. 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.

- d. Upon the death of the Primary Cardholder, membership in the Program will terminate and the Points in the Rewards Account will be available for redemption by the Primary 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.
- e. Upon the voluntary cancellation of your membership in the Program or your voluntary 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 pro rata refund of the unused portion of the annual fee (by means of a credit to your Account) if you cancel membership in the Program.

### **16. Changing the Program and These Terms**

#### **For non-Quebec residents.**

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.

#### **For Quebec residents only.**

We may change without your agreement the provisions of these Terms regarding: i) The nature and definitions of the Program; ii) Eligibility to the Program; iii) Characteristics or Attributes of Points; iv) Earning and Redeeming Points; v) Points Summary & Verification; vi) Rewards; vii) Merchandise and Gift Certificates, and their Delivery and Return; viii) Lifestyle Rewards; ix) HSBC Account Credit; x) Travel Rewards; xi) Conversion or Transfer of Points; xii) Termination of the Program, membership or Account and amendment of these Terms; and xiii) Rights and liabilities of HSBC or members.

If we decide to amend a provision, we will send you a written notice clearly showing the change and the effective date of the amendment. We will send the notice between 60 and 90 days before the effective date of the amendment.

You may refuse the amendment and cancel the contract without cost or penalty by sending us a notice to that effect no later than 30 days after the effective date of the amendment.



## 17. 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 in connection with the Program, including without limitation any liability arising as a result of the following:

- a. any accident, loss, injury or damage caused by any Rewards supplied or requested in connection with the Program.
- b. any unauthorized redemption of Points.
- c. delays in delivery, or the loss or theft of any Rewards (including without limitation gift certificates/gift cards, tickets or merchandise).
- d. failure to provide you with one or more Points Summaries.
- e. any errors or omissions in the catalogue(s) and other Reward sources.
- f. suspension or termination of the Program, in whole or in part, for any reason.
- g. 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.
- h. failure or delay of any Rewards supplier to perform in any way.

## 18. Responsibility for Tax

The receipt of, or other dealing with, Points and/or Rewards may have tax consequences. Any federal and/or provincial or territorial tax liability or reporting obligation arising in connection with the accrual, transfer, conversion, redemption or other dealing with the Points or from the receipt of any rebate or Rewards under the Program are your responsibility and we are released from all responsibilities in connection with any such obligation or liability. If you redeem Points for the purpose of making a charitable donation, it is solely the responsibility of the applicable registered charity to issue any tax receipt.

We provide no comments or advice on such tax consequences or related obligations. Please consult with your professional tax advisor to discuss your individual circumstances and whether there are any tax implications or related obligations. You understand that we will not issue a tax receipt or tax slip in connection with the Program (unless and until we are required to do so by applicable law). 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.

## 19. Survival

Sections 4(b), 13(f), and 16 - 18 will survive termination of your participation in the Program.

### **20. Suppliers**

The suppliers providing Rewards are third parties 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.

### **21. 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 fulfill your redemption requests.

### **22. Interpretation**

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

### **23. 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.