

## HSBC Cash Back Credit Card Terms and Conditions

### DEFINITION

1. **“HSBC’s Cash Back Program”** refers to the Cash Back program (hereinafter the Program) of the Hong Kong Shanghai Banking Corporation Limited – Philippines Branch (hereinafter, HSBC) that may be participated in by Primary cardholders and which are subject to these terms and conditions.
2. **“Card”** refers to the credit card issued by HSBC to the Cardholder.
3. **“Cardholder”** refers to the person to whom or for whose use a Card was issued by HSBC
4. **“Primary Cardholder”** refers to the Cardholder in whose name the credit card account is maintained; For purposes of these terms and conditions, unless otherwise indicated, reference to Cardholder shall pertain to the Primary Cardholder
5. **“Supplementary Cardholder”** refers to the Cardholder to whom a Card was issued as an extension of the Primary Cardholder
6. **“Cash back”** refers to the cash rebate earned by a Cardholder.

### ELIGIBILITY

1. Only Primary Cardholders and Supplementary Cardholders of the HSBC Gold Visa Cash Back Credit Card issued by HSBC are eligible for this Program.
2. Corporate/Company cardholders are not eligible to join the Program.

### PROGRAM OFFER

1. Cardholders are entitled to earn cash back on their HSBC Cash Back Credit Card as specified in the table below.

Cash Back Category	Merchant Category Code <sup>1</sup>	Cash Back (As a percentage of the eligible spend in the Cash Back Category)	Period
Dining (MCC)	5462, 5499, 5811, 5812, 5813, 5814	5%	January – December
Back-to-School / (Covers transactions made at Department Stores)	5311	1%	May, June, July and August
Overseas		1%	January , April, May and December
All Other Transactions		0.5%	January - December

2. Eligible transactions are the following:
  - o Straight purchases;
  - o Foreign currency transactions; or
  - o Online transactions;
3. The following transactions will not be eligible for earning Cash back:
  - o Installment transactions including Merchant Installment, Balance Transfer, Cash Installment Plan and Straight to Installment;
  - o Cash Advance and quasi-cash transactions;
  - o Auto Charge;

- Bills payment transactions done via HSBC online;
  - Casino or gambling transactions;
  - Fees and charges;
  - Any balance transferred to the Account;
  - Any unauthorized or fraudulent retail transactions; or
  - Any other transactions determined by us from time to time.
4. Cash back earned by qualified Supplementary Cardholders shall be credited to the account of the Primary Cardholder.
  5. The maximum cash back that can be earned per account (accumulated spend of the Primary Cardholder and all Supplementary Cardholders per account), is Php1,200 per calendar month.
  6. Only accounts that have an open status on of the first business day of the month will be included in the cash back computation for the month.
  7. Only transactions made using your Account within the calendar month will be eligible for cash back computation in that month. The total cash back earned on a calendar month will be posted to the Primary Cardholder's account by the fourth week of the succeeding calendar month. For example, the cash back earned for any transaction made from January 1-31, will be posted by the fourth week of February.
  8. The cash back amount to be credited to an Account will be rounded up to two decimal places.
  9. Any cash back credited to your Account will not be considered as a payment to your Account and cannot be used to offset the Minimum Amount Due. The Cardholder is required to settle at least the Minimum Amount Due in the statement to avoid fees or charges to be billed to the Account.
  10. Cash back cannot be exchanged for any other rewards, or converted to a Manager's Check or other similar financial instruments.
  11. In the event that your HSBC Gold Visa Cash Back Credit Card is lost or stolen, you can continue to make purchases with your replacement HSBC Gold Visa Cash Back Credit Card when you receive it and all such purchases made will continue to qualify for cash back.
  12. In the event that your HSBC Gold Visa Cash Back Credit Card is upgraded, downgraded, or converted to a different card type prior to the crediting of cash Back for a specific month, your new Account will not be able to earn cash Back from transactions made in the previous calendar month, prior to the upgrade, downgrade, or conversion.
  13. If an Account is converted, upgraded, or downgraded to a different product type that is not the HSBC Cash Back credit card, the new Account is not eligible to earn cash back.
  14. Any disputed, reversed or cancelled transactions will not qualify as an eligible transaction for cash back.
  15. Cash back accrued or crediting for any eligible transaction that is subsequently reversed or cancelled ("Reversed Cash back") will automatically be deducted from the total cash back amount eligible in the calendar month when the reversal or cancellation is posted on the Account. In case there is no cash back earned when the reversal or cancellation is posted, the corresponding cash back earned will be charged to the Primary Cardholder's account.
  16. If no error is reported by the Cardholder within thirty (30) days from receipt of a statement, the Cardholder shall be deemed to have accepted the cash back posted on the statement. However, this shall not prejudice the right of HSBC to correct at any time any computation or posting of cash back which it has deemed to be erroneous.
  17. HSBC reserves the right to change the types of transactions and or cash back Categories which are eligible for cash back with prior notice.
  18. In case of dispute with respect to the Cardholder's eligibility, coverage of dates, fulfillment, etc., HSBC's decision shall prevail.

## **TAX TREATMENT**

1. Cardholders are ultimately responsible for the tax treatment, if any, of cash back earned and HSBC gives no warranty and accepts no responsibility as to the ultimate treatment of any potential tax on cash back earned. In the event any cash back earned should result to an

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income tax liability to a Cardholder, said income tax liability, if any, shall be shouldered by the Cardholder.

2. Cardholders shall solely be liable for any tax consequences of or in connection with their participation in the Program.

## **GENERAL**

1. All questions or disputes regarding eligibility for joining the Program will be decided by HSBC at its sole discretion.
2. Any changes in these Terms and Conditions, the eligible transactions, spend categories eligible to earn cash back and percentage of cash back that can be earned, shall be communicated to the customers via the following channels:
  - a. Statement of Account (SOA) message or insert for both paper and electronic statements
  - b. The updates will also be published in the public website under the Service Advisory banner.
3. Fraud and abuse relating to the earning cash back in the Program may result in the forfeiture of earned cash back as well as the cancellation of a Cardholder's credit card(s).
4. Cardholders participating in the Program are still entitled to join and/or win in any other applicable Program that HSBC may run at the same time unless otherwise specified.
5. The Program is subject to the Terms and Conditions of HSBC's Credit Card Products.
6. The use of the HSBC's internet banking facility and website is governed by the terms of use and privacy and security policies of said facility and services and as such Cardholders should familiarize themselves with these policies at [www.hsbc.com.ph](http://www.hsbc.com.ph)

<sup>1</sup>Merchant Category refers to the classification of each merchant establishment as determined by their acquiring banks based on the nature of the merchant's business as defined by Visa and MasterCard