

CREDIT CARDS REWARDS AGREEMENT



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This credit cards rewards agreement (“Agreement”) outlines in simple and clear language the relationship between you as my financial service provider and me as your valued customer in connection with HSBC Bank Bermuda Limited’s credit cards Rewards Programme.

I acknowledge that I have read the Agreement carefully before I access and use the services outlined herein in relation to your Rewards Programme. It exempts HSBC Bank Bermuda Limited and other persons from liability or limits their liability and contains other important provisions that I have read. Each time I access and use the services outlined herein, this Agreement, as it then reads, will govern my use and access of your Rewards Programme. Accordingly when I access and use your services, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.

All interest rates and charges that apply to the services covered in this Agreement are covered in the “Fees and Charges applicable to your products / services” section which is published on your website at www.hsbc.bm.

1. Definitions

“**Agreement**” means this agreement as amended or supplemented from time to time and any supplementary terms for the provision of the Rewards Programme published and amended by you from time to time.

“**ATM**” means automated teller machine.

“**Business Days**” means Mondays through Fridays excluding any public holidays in Bermuda.

“**Cardholder**”, “**I**”, “**me**” and “**my**” mean myself as a client, and each person who has been enrolled or converted to your Rewards Programme and my heirs, executors, administrators, successors and assigns. “**We**”, “**us**” and “**our**” mean two or more persons who maintain a joint Card Account.

“**Card Account**” means each account I have with you in relation to each Credit Card issued to me by you.

“**Credit Card**” means any credit card you have issued to me, including, but not limited to, any Visa Card, MasterCard and the BermudaCard.

“**Electronic Means**” means communications sent by email, facsimile, computer or by the use of scanned or digital signatures or any other electronic means.

“**Fee Schedule**” means the current charge, fee and interest rate schedule provided by you from time to time.

“**HSBC Group**” means HSBC Holdings plc and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices and “any member of the HSBC Group” has the same meaning.

“**Joint Account**” means any Card Account owned by me and at least one other.

“**MasterCard**” means the Rewards Programme Coordinator.

“**MasterCard Pay with Rewards**” means the redemption

functionality provided by MasterCard as part of the Rewards Programme that can be used to redeem Rewards points for Net Purchases.

“**Net Purchases**” means the purchase of goods or services made by a Cardholder through the use of your HSBC Bermuda credit cards, minus refunds, returns or other adjustments made to Card Accounts.

“**Rewards Programme Points**” means the points I accumulate and redeem through the Rewards Programme.

“**Rewards Programme**” means your credit cards rewards programme.

“**Secondary Cardholder**” means a person I have designated to be issued a Credit Card for use on my Card Account who shall be bound by this Agreement and is deemed to be my agent.

“**You**” and “**your**” means HSBC Bank Bermuda Limited and its subsidiaries.

Words in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

2. Eligibility for the Rewards Programme and Rewards Points

To be eligible to redeem Rewards Programme Points, I must be a Cardholder.

As a Cardholder of the following Credit Cards, I will earn the following Rewards Redemption Points:

- (a) 1 Rewards Programme Point for every \$1 of total Net Purchases applied to the BermudaCard with MasterCard and Visa Classic issued by you to me;
- (b) 1.2 Rewards Programme Points for every one \$1 applied to the VISA Gold issued by you to me;
- (c) 1.35 Rewards Programme Points for every \$1 applied to

the HSBC Advance MasterCard issued by you to me;
and

- (d) 1.5 Rewards Programme Points for every \$1 applied to the HSBC Premier MasterCard and the HSBC Premier BermudaCard issued by you to me.

3. Accumulating Rewards Programme Points

Net Purchases do not include finance charges, cash advances, balance transfers, cash advances re-designated as purchases, cash equivalents (including merchant category code 7511 = truck stop transactions, 4829 = money transfer 6010 = cash advances, 6011 = ATM cash disbursements, 6051 = quasi cash, non-financial institutions, 7995 = gaming transactions, and 9311 = tax payments) unauthorised charges, fraudulent charges, disputed charges, late fees, over-the-credit-limit fees, and other fees and charges assessed to my Card Account.

Any returns or reversals of Net Purchases that I make will reduce my number of accumulated Rewards Redemption Points.

4. Redeeming Rewards Programme Points

I can only redeem Rewards Points if my Card Accounts are in good standing and not delinquent.

Rewards Points are available for redemption only after the transaction posts to my Card Account and MasterCard® applies the points to the Rewards Programme. For new Cardholders that are automatically enrolled into, and existing Customers that convert to, the Rewards Programme, accrual of Rewards Programme Points will begin upon the first Net Purchase using one of your Credit Cards. No retroactive Rewards Programme Points will be awarded. Unutilised Rewards Programme Points will expire monthly 36 months from the date on which they were earned. Only the Cardholder or Secondary Cardholder issued your Credit Cards may redeem the Rewards Programme Points. While I may designate anyone as the user of the reward, you will send all documents to the Cardholder's billing address, unless otherwise instructed in writing by the Cardholder. Tickets and rewards, once issued, are not transferable.

Neither you nor MasterCard shall be responsible nor bear liability for disagreements between or among Cardholders concerning the use of Rewards Programme Points accumulated, or the use of rewards when issued.

Fraud or misuse affecting the earning or redemption of Rewards Programme Points may result in forfeiture of accrued Rewards Programme Points as well as cancellation of a Cardholder's participation in the Rewards Programme and/or closing of a Cardholder's Card Account.

If I cancel or close my Card Account and / or enrollment in the Rewards Programme, all unredeemed Rewards Programme

Points will be automatically, immediately, and irrevocably forfeited.

You may cancel, change, or temporarily suspend the Rewards Programme, including, but not limited to, the rules affecting benefits, conditions of participation, and the number of Rewards Programme Points required for redemption, in whole or in part, at any time with or without notice to me.

You may change or terminate Rewards Programme partners; withdraw, limit, modify, or cancel any reward; or modify the number of Rewards Programme points required for any reward, without notice to me.

You may take any of the foregoing actions even though such actions may affect the accrual value of Rewards Programme points I have already earned.

Any violation of this Agreement by me may result in liability for damages, termination of Rewards Programme eligibility, loss of Rewards Programme Points, and/or revocation of issued but unused rewards.

Any interpretations, questions, or disputes regarding the Rewards Programme shall be resolved at your sole discretion.

MasterCard's services are provided to Cardholders by one or more independent contractors, none of which is affiliated with us.

Neither you nor MasterCard shall be liable for any bodily harm and/or property damage resulting from my participation in the Rewards Programme.

I am solely responsible for determining any tax liability arising from my participation in the Rewards Programme.

You shall not be responsible for any lost or delayed correspondence that is sent by mail or Electronic Means.

5. MasterCard Pay with Rewards

I acknowledge that I must be enrolled in the Rewards Programme to be able to use MasterCard Pay with Rewards to pay for purchases with the Rewards Redemption Points that I accumulate with the merchants which accept MasterCard branded Credit Cards in and out of Bermuda. For the avoidance of doubt, MasterCard Pay with Rewards does not apply to VISA Classic nor VISA Gold Credit Cards.

I can read the terms and conditions for MasterCard Pay with Rewards and the MasterCard Pay with Rewards application Terms of Use to which I will be contractually bound to MasterCard when I download the MasterCard Pay with Rewards application.

6. Travel

I am able to use the Rewards Redemption Points to purchase travel products which include but are not limited to airline tickets, hotel nights, car rentals, tours, and activities through

the Rewards Programme.

I can read the terms and conditions for travel through the Rewards Programme to which I will be contractually bound to MasterCard at <https://qa-www.cxtrvl.com/MasterCard>.

7. Cash Back – Statement Credits

Rewards Programme rewards that consist of statement credits will post as a billing statement credit to my Card Account and may not be cancelled or returned. A statement credit may take a minimum of three (3) Business Days to post. Rewards Programme rewards that consist of electronic gift cards / certificates cannot be applied as a statement credit to my Card Account.

8. Electronic Gift Cards and Certificates

Gift cards and certificates are in electronic form only and have no value, except when used in accordance with the terms and conditions of the Rewards Programme and participating suppliers. All gift cards and certificates are subject to availability, and certain restrictions may apply. You may make substitutions of equal or greater value when necessary. Gift cards and certificates are not transferable, unless otherwise noted on the gift card and certificate.

You and participating suppliers are not responsible for replacing lost, stolen, or expired gift cards and certificates.

My use of gift cards and certificates are subject to the terms and conditions printed thereon and are issued subject to the terms and conditions specified by the supplier.

I must surrender gift cards and certificates upon redemption and any gift card and certificate is void if altered, and you will not honor any photo copies of gift cards and certificates.

I acknowledge that gift cards and certificates have no cash value, are not refundable, exchangeable, and cannot be used against outstanding Cardholder balances. I further acknowledge that I cannot resell any gift cards and certificates.

I acknowledge that the suppliers of the gift cards and certificates are not sponsors of the Rewards Programme and not affiliated with HSBC Group or you. I further acknowledge that supplier names and logos are registered trademarks of each respective supplier.

I acknowledge that gift cards and certificates are valid at participating suppliers only, through the expiration date printed on the gift card and certificate where applicable

and according to the terms and conditions specified by the supplier.

I acknowledge that gift cards and certificates cannot be combined with any other promotional offers from you, MasterCard, or participating suppliers.

In the event the goods and services purchased are less than the face value of the gift card and certificates redeemed, I acknowledge that the supplier's policy will determine whether a credit or gift cards and certificates value for the difference will be given.

A gift certificate processing fee of US\$5 will apply for each "off island" submission.

9. Charitable Donations

I will receive an email confirmation that a charity donation will be made on my behalf immediately upon redeeming my Rewards Redemption Points. The charity will receive an email within 4 to 6 weeks advising it of my redemption and that the funds have been transferred to its account.

I acknowledge that charitable redemption levels are determined by the Rewards Programme and participating charities are subject to change. You may discontinue your relationship with any charity at any time without notice to me.

I acknowledge that I will consult my tax advisor to determine if my charitable contribution is tax deductible.

I acknowledge that all Rewards Redemption Points that I redeem for charitable donations are final and cannot be returned.

10. Changes to this Agreement

You can, in your sole discretion, change this Agreement at any time. Any such change will become effective on the thirtieth (30th) day following you taking any of the following actions:

- (a) displaying the notice of the revised Agreement at your branches, or ATMs or other locations designated by you;
- (b) mailing me a copy of the revised Agreement to my last known address;
- (c) providing me with written notice of the revised Agreement on my Statement of Accounts;
- (d) sending me written notice of the revised Agreement by electronic mail or other Electronic Means;
- (e) posting a copy of the revised Agreement on your website.

If I wish, I can also obtain a copy of the revised Agreement at any of your branches or online at www.hsbc.bm.

11. Governing Law

This Agreement and all Services and issues relating to my use of the Rewards Programme will be construed, interpreted and governed exclusively by the laws of Bermuda and I agree to exclusively attorn to and be bound by the courts of Bermuda.

12. General Information

12.1 Notices: Except as expressly set forth in this Agreement or requested by you, all notices required to be given under this Agreement will be in writing and communicated by Electronic Means, postal mail, courier or hand delivery. If by Electronic Means, the document is deemed received twenty-four (24) hours after transmission. If by postal mail, the document is deemed received 5 (five) calendar days after posting.

12.2 Severance: If any part of this Agreement is held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of this Agreement, which will continue in full force and effect as if this Agreement had been executed without the unenforceable portion. If all or any part of the provisions of this Agreement become illegal, invalid or unenforceable in any respect of the laws of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdiction or the remainder of this Agreement in that jurisdiction.

12.3 No Waiver: No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

12.4 Conflict: In the event of any conflict or inconsistency between any of the terms of this Agreement and those in any other service, product, business relationship, account or agreement between me and you, this Agreement shall prevail.

12.5 Any consents, authorisations, your requested waivers and permissions that already exist from me in relation to my Customer Information shall continue to apply in full force and effect to the extent permissible by the laws of Bermuda.

12.6 Survival: This Agreement shall continue to apply notwithstanding the termination, any termination by you or a member of the HSBC Group of the provision of any Services to me or the closure of any Customer account.

12.7 Rights of Third Parties: Nothing in the terms of this Agreement shall confer any right on any third party to enforce or enjoy the benefit of any aspect of the terms of this Agreement. Without prejudice to the generality of the

foregoing, it is not intended that any provision of the terms of this Agreement shall be enforceable by virtue of the Bermuda Contracts (Rights of Third Parties) Act 2016, as the same may be amended from time to time, by any person who is not a party hereto.

12.8 Implied Terms: To the extent permitted by law, I agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of services (Implied Terms) Act 2003, as the same may be amended from time, shall apply to me or you in relation to the terms of this Agreement.

THIS VERSION OF THIS AGREEMENT IS IN EFFECT SINCE JUNE 2018.

www.hsbc.bm

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