



## **TERMS AND CONDITIONS**

### **OF HSBC VISA PLATINUM CREDIT CARD**

*(This Terms and Conditions takes effective from 01 November 2020)*

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The HSBC Visa Platinum Credit Card (the “**Card**”), is issued by HSBC Bank (Vietnam) Ltd. (the “**Bank**”) on the following terms and conditions (the “**Terms and Conditions**”). By using the Card (including the Card activation), is deemed as acceptance of the these terms and condition and is also bound by the terms and conditions set out in the HSBC Credit Card Cardholder's Agreement.

#### **1. ELIGIBILITY**

- 1.1 Eligible product: HSBC Visa Platinum Credit Card
- 1.2 Target customer: Cardholders are holding HSBC Visa Platinum Credit Card issued by HSBC Bank (Vietnam) Ltd.
- 1.3 Credit Card account(s) are valid and are currently not closed, delinquent, suspended, or terminated.

#### **2. DEFINITION**

“**Eligible Purchases**” mean retail purchases made locally and/or overseas (including online transactions) by both Primary & Supplementary cards linked to the Primary account. The following transactions are not considered as Eligible Purchases and thus will not earn Reward points:

- a) cash advance;
- b) fees and charges (for example but not limited to finance charges, late charges, annual fees);
- c) balance Conversion Plan Programme<sup>1</sup>;
- d) balance transfer;
- e) transactions relating to the trading of securities, foreign currency;

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<sup>1</sup> The Terms and Conditions of the Program are defined and updated on the Bank website.

<sup>2</sup> The Terms and Conditions of the Program are defined and updated on the Bank website.



- f) transactions relating to money transfers made through the internet (including but not limited to Paypal, SKR skrill.com);
- g) transactions relating to top-ups of any pre-paid card;
- h) quasi-cash transactions (transactions relating to money orders, traveler's checks, gaming, betting, lottery);
- i) foreign exchange transactions (including but not limited to Forex.com);
- j) e-wallet transactions (for example but not limited to VTC Pay, Zalo Pay, Ngan Luong Online, Ngan Luong-Alepay, Vi Momo, VN Pay); and
- k) any other transactions determined by the Bank from time to time.

In case of Installment Payment Plan Programme <sup>2</sup>, only the purchase amount will be qualified as an Eligible Purchase in the month of purchase. The subsequent monthly instalment amounts under the Installment Payment Plan will not be qualified as Eligible Purchases.

“**Total eligible spending**” must satisfy 02 conditions: (1) Eligible purchases are debited to Primary Cardholder Account (including Supplementary Card’s transactions); (2) Total eligible spend threshold defined by the Bank’s policy from time to time.

### 3. ANNUAL FEE

3.1 Cardholders agreed to pay the Bank Annual Fee for Primary Card and Supplementary Card(s) (if any). Fees will be debited from the Card Account when due and are not refundable. Annual fee shall be applied even when the Card has not been activated and posted yearly in the Credit Statement of the month which is as same as the Card issuing month.

3.2 The Bank offers a waiver of annual fees (year 2 onwards, including Primary and Supplementary Card) for customers who have met the total eligible spend of VND 240 million or above in the previous year (previous 12 months) on their Platinum Credit Card

- For Cardholders who opened the Card before 02/01/2020, the 12-month period will be calculated from 02 January 2020 to 31 December 2020.



- For Cardholders who opened the Card on or after 02/01/2020, the 12-month period will be counted from the card issuance date.
- 3.3 The annual fee offer will be waived/refunded to Cardholders at the time the Bank verifies Cardholder's total 12 month spend in the previous year (as provided in article 3.2). The fee will be waived or refunded to Eligible Cardholders (if annual fee has been charged by the Bank).
- 3.4 If Cardholder downgrades card before the Bank validates spend result, the annual fee waiver offer is not applicable.
- 3.5 Total eligible spend on Card in previous year will be counted on both Primary Card and Supplementary Card(s) (if any) at an account level for determining fee waiver.
- 3.6 The Bank reserves the right to change the Total eligible spend requirement in its absolute discretion upon notifying the Cardholders following any method deemed as appropriate by the Bank.

#### **4. REWARDS PROGRAMME AND REWARDS POINTS ACCUMULATION**

- 4.1 Cardholders will earn one (01) reward point for every spend of VND 1,000 of Eligible Purchases posted to the Cardholder's account ("**Reward points**") regulated in HSBC Terms and Conditions of Reward Programme. The Reward points generated by Supplementary Cardholders shall automatically accrue to the Primary Cardholder's account.
- 4.2 Cardholders can earn Rewards Point Compliment (earn more Reward Points) when Eligible Purchase are made in the below transaction categories:
  - Dining spends on weekend (from Friday to Sunday every week): get additional reward points (4X reward points), maximum 30,000 points/account/month. Spends on Primary and Supplementary Cards will be clubbed at an account level and the total additional reward points will be clubbed at 30,000 points per month. This feature is valid for all domestic Dining transaction and not valid for international Dining Transactions, i.e. Dining Transactions in Vietnam on weekends will get 4X reward points for Dining spends but Dining Transaction in Japan (for e.g) on weekend will not get the benefit.
  - International spends: get additional reward points (4X reward points), maximum 30,000 points/account/month. Spends on Primary and Supplementary Cards will be clubbed at an account level and the total additional reward points will be clubbed at 30,000 points per month.



Remark:

- All Eligible Transactions are required to be made at merchants registered with VISA Organization in the Dining category.
  - To identify dining spends, the Bank's calculation will be based on purchase categories, which are based on Merchant Category Code (MCC) according to Merchant and VISA's definition. The Bank is not responsible for any incorrect classification of merchants or in case that VISA and/or the merchant and/or the Acquiring Bank decide to change the MCC without any notice to the Bank.
  - To identify international spends, the Bank's calculation will be based on the foreign currency of transactions recorded on the Bank's system.
  - The Bank reserves the right to change the Purchase categories, as well as change or terminate the offers of Reward point acceleration or Reward Point compliment or revise the Terms and Conditions upon notification to the Cardholders following the methods which are deemed appropriate by the Bank. The most up to date version of these Terms and Conditions is displayed on the Bank's website.
- 4.3 Eligible purchases are valid upon transaction's posting date recorded by the Bank's system. The Reward points will not be accrued on any un-posted or cancelled card transaction. The Reward points will be credited to Cardholder's account in transaction's posting date. The Reward points will be deducted on refunded transactions in whole or in part, including tax refund on overseas purchases.
- 4.4 The Reward points earned will be valid in the current year and the next two (2) years. The Reward points earned during the 1<sup>st</sup> year of Card membership, if not redeemed, will expire at the end of the 3<sup>rd</sup> year of Card membership. The Reward points earned during the 2<sup>nd</sup> year of Card membership, if not redeemed, will expire at the end of the 4<sup>th</sup> year and so on. The 1<sup>st</sup> year of Card membership begins from the date of Credit Card issuance. For instance, for a Card issued on 1 December 2019, the Reward points earned from 1 December 2019 to 1 December 2020, if unredeemed, will expire on 1 December 2022.
- 4.5 The Reward points will be expired on the last business day of the expiry month showing on the credit card statement. For instance, if the Credit Card statement shows the points will be expired in



December 2019, it means that the points will be expired on 31 December 2019 (31 December 2019 is the last business day in December 2019)

- 4.6 Cardholders may only redeem the Reward points within the validity period and no later than one (01) business day before the Reward points' expiry date from the day redemption request is recorded by the Bank. The Reward points will be forfeited and the Bank will not accept any redemption request thereafter.
- 4.7 When the cardholder submits the card cancellation request to the Bank, all Reward points will be immediately forfeited and no redemption request shall be accepted on or after the submission date. Redemption request shall not also be accepted on or after the date the Credit Card account is closed.
- 4.8 Cardholders cannot request transfer Reward points to another Card. Reward points transfer has to comply with the Bank's policy.
- 4.9 Cardholders can check Rewards points balance following instructions updated on the Bank's website.
- 4.10 In case that Cardholders who have Eligible Purchases but do not receive Reward points, please contact the Bank no later than thirty (30) days from transaction date for further solutions. The Bank has the right to request Cardholders to provide information of Eligible Purchases for settlement. If Cardholders do not contact the Bank within thirty (30 days), the Bank is entitled to decline any such request from Cardholders.
- 4.11 Reward points can be redeemed against Rewards Catalogue updated on the Bank's website. Reward Catalogue and redemption process follows instruction in Terms and Conditions of Rewards Programme, updated on the Bank's website.
- 4.12 Reward points cannot be exchanged for cash or used to obtain cash advances, or used against payments of any charges.

## **5. GENERAL TERMS**

5.1 Waiver of Annual Fee feature or addition Reward Points scheme shall be immediately forfeited upon the occurrence of the following:

- (a) the Cards are voluntarily or involuntarily closed; or



- (b) the Cards are terminated; or
  - (c) there are any fraud and abuse relating to the spending accumulation; or Reward points accumulation; or Reward points redemption;
  - (d) the Cardholders breach any terms and condition of the HSBC Credit Card Cardholder's Agreement.
- 5.2 In case that any changes come in conflict with any rule, regulation or order of any statutory authority relating to these Terms and Conditions, then the Bank has absolute authority and right to modify, cancel or update Terms and Conditions to comply with the said requirements.
- 5.3 In case of any queries or complains, Cardholders can contact HSBC's hotline at: (84) 28 37 247 248
- 5.4 In case of any dispute related to the features defined in this Terms and Conditions, the Bank shall resolve in co-operation with the Cardholders. Any dispute remaining unsolved will be settled in accordance with the laws of Vietnam.
- 5.5 These Terms and Conditions will be governed by and construed in accordance with the laws of Vietnam.
- 5.6 These Terms and Conditions are made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.