



恒生銀行  
HANG SENG BANK

## Terms and Conditions for Hang Seng Commercial Card Cash Dollars Reward /Cash Rebate/Affinity Card's Additional Benefits and Privileges (the "Membership Rewards Programme")

### **(A) General Terms and Conditions**

1. Unless expressly stated otherwise herein, words and expressions defined in the relevant Cardmember Agreement shall have the same meanings when used below.
2. The Membership Rewards Programme is, unless specified otherwise, available to valid Hang Seng Platinum Commercial Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card and Hang Seng UnionPay RMB Diamond Commercial Card from time to time issued by Hang Seng or such valid specialised cards ("Affinity Card") as Hang Seng Platinum Commercial Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card and Hang Seng UnionPay RMB Diamond Commercial Card from time to time issued by Hang Seng which carry the identity of an Affinity Group or any design as agreed between Hang Seng and the Affinity Group (each a "Card" and collectively the "Cards"). For the avoidance of doubt, please note that spending with any Card which has expired, is stolen or otherwise invalid in the opinion of Hang Seng will not generate any Cash Dollars Reward, Cash Rebate or other privileges or benefits under the Membership Rewards Programme.
3. Eligible Spending by the Cardmember and/or the Authorised Card User for goods and services through each Credit Card Account will be eligible for such Cash Dollars Reward, Cash Rebate or Affinity Card's Additional Benefits and Privileges under the Membership Rewards Programme as may be from time to time prescribed by Hang Seng. Hang Seng will from time to time inform the Cardmember and/or the Authorised Card User in relevant marketing materials about the details of the Membership Rewards Programme applicable to different Cards and (if applicable) the rate at which Cash Dollars Reward, Cash Rebate and Affinity Card's Additional Benefits and Privileges will be generated respectively.
4. The types of Eligible Spending under the Membership Rewards Programme shall be subject to the announcement by Hang Seng from time to time. Hang Seng's determination of whether any spending is Eligible Spending shall be conclusive and binding on the Cardmember and Authorised Card User.
5. Cash Dollars/Cash Rebate cannot be earned by making the spend types of below transactions:
  - a. Cash advance;
  - b. Casino chips;
  - c. Fees and charges;
  - d. Withdrawals under a Interest-free Cash Instalment, Spending Instalment or Balance Transfer Instalment plan;
  - e. Using a Hang Seng Commercial Card to make bill payments via Hang Seng Business e-Banking to payees under ANY categories are not eligible for Cash Dollars;
  - f. Any card transactions according to the merchant category by Hang Seng/ Visa International/Mastercard Asia Pacific (Hong Kong) Limited /UnionPay International /merchants' acquiring banks from time-to-time defined as transactions at financial institutions/ non-financial institutions (including but not limited to the purchase of foreign currency, money orders, travellers cheques, merchandise and services, deposits and money transfers, like purchase and/or reload of stored value cards or e-Wallets;
  - g. The card transaction does not earn cash Dollars if it is unposted or it is posted but subsequently cancelled, reversed or refunded (including tax refund on purchases) in whole or in part.
6. Cash Dollars Reward and Cash Rebate accumulated in respect of each Card will be indicated to the Cardmember and/or the Authorised Card User on Card statement notice, circular, or via other means (including but not limited to electronic means) as Hang Seng thinks fit.
7. Hang Seng's computer records with respect to each Card on Cash Dollars Reward and Cash Rebate accumulated and redeemed from time to time are conclusive and binding against the Cardmember and the Authorised Card User unless and until the contrary is established.
8. No person other than the Cardmember/Authorised Card User and Hang Seng (which includes its successors and assigns) will have the right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
9. Hang Seng may at any time with notice to the Cardmembers and/or the Authorised Card Users (a) enhance, terminate, suspend, replace and/or revise the benefits, privileges and services available under the Membership Rewards Programme; (b) revise or add to these Terms and Conditions; or (c) suspend or terminate the Membership Rewards Programme.
10. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include both genders.
11. Hang Seng reserves the right to vary or terminate the above offers at any time and to amend the terms and conditions from time to time. In case of disputes, the decision of Hang Seng shall be final.
12. These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region.
13. These Terms and Conditions are subject to prevailing regulatory requirements.
14. The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and Chinese versions.

**(B) Cash Dollars Reward**

1. The Cash Dollars Reward is available to valid Hang Seng Platinum Commercial Mastercard, Hang Seng Visa Platinum Commercial Card and Hang Seng Visa Platinum Business Card (including Affinity Card) issued by Hang Seng.
2. The Cash Dollars Reward will be accumulated for a period (the "Cash Dollars Reward Bonus Period") during which it may be redeemed in accordance with these Terms and Conditions. The length of a Cash Dollars Reward Bonus Period shall be a period specified by Hang Seng from time to time in the relevant marketing materials except that the length of the first and the final Cash Dollars Reward Bonus Periods will depend on the date on which the Card is issued and terminated respectively. The last day of the Cash Dollars Reward Bonus Period will be referred to as the "Cash Dollars Reward Bonus Closing Date".
3. Hang Seng may from time to time prescribe a date falling after the Cash Dollars Reward Bonus Closing Date upon which any unredeemed Cash Dollars will expire.
4. Cash Dollars accumulated from the last Credit Card annual renewal month to the next annual renewal month will be valid up to 15 months.
5. The Cash Dollars Reward cannot be redeemed for cash.
6. The earning ratio of basic Cash Dollars rewards will be calculated by the prevailing Cash Dollars earning ratio of the relevant cards. The Cash Dollars reward will be rounded down to the nearest dollar.
7. The Cash Dollars Reward accumulated on any Card may be redeemed by the relevant Authorised Card User for goods and services prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants"). Hang Seng will from time to time update in marketing materials the list of Designated Merchants and the available means and manner of redemption and any minimum and/or maximum amount and/or other conditions applicable to any redemption.
8. All products, services and information related to the earning or use of Cash Dollars are directly sold and supplied to customers by the Merchant who is solely responsible for all related obligations and liabilities
9. Any amount of a transaction not settled with the Cash Dollars Reward must be paid by the Authorised Card User with his Card.
10. Hang Seng will not be responsible for any delay, failure or error in redeeming any Cash Dollars Reward due to the refusal of any Designated Merchants and/or the failure and/or inadequacy of power or any electronic communication network beyond the reasonable control of Hang Seng, nor will Hang Seng be responsible in any way for any goods and/or services provided by any Designated Merchant. The Cardmember and/or the Authorised Card User shall resolve any claims, disputes or complaints with the relevant Designated Merchant arising from such delay, failure or error in redemption or the goods and/or services supplied by the Designated Merchant directly and no claims by the Cardmember and/or the Authorised Card User against the Designated Merchant may be the subject of set-off or counter-claims against Hang Seng.
11. The Cardmember and the Authorised Card User authorise the display and disclosure of information relating to the Credit Card Account(s) and Cash Dollars Reward recorded on such account(s) for the purpose of the Membership Rewards Programme.
12. The redemption procedure of "Hang Seng Credit Card Cash Dollars Gift Parade" is subject to related terms and conditions, please refer to related Hang Seng website for details.

**(C) Cash Rebate**

1. The Cash Rebate is available to valid Hang Seng UnionPay RMB Diamond Commercial Card (including Affinity Card) issued by Hang Seng.
2. The Cash Rebate will be calculated on a monthly basis based on the Eligible Spending posted on the relevant Credit Card Account for the period covered by the monthly statement, which will be rounded down to the nearest dollar and credited to the relevant Credit Card Account on the Monthly Statement End Date of the relevant monthly period.
3. The Cash Rebate can only be used to set off any amount owed to Hang Seng under the relevant Credit Card Account, and will be forfeited when the Card is cancelled or terminated for whatever reason.

**(D) Affinity Card's Additional Benefits and Privileges**

1. An Affinity Group may from time to time offer to make available such benefits, privileges or services to the Cardmember and/or the Authorised Card User by or via the use of the Card which is an Affinity Card on and subject to the terms and conditions of the relevant Cardmember Agreement, these Terms and Conditions and such other terms and conditions as Hang Seng and the relevant Affinity Group may from time to time agree and prescribe. Hang Seng, Affinity Group and/or the Designated Merchant will from time to time inform the Cardmembers and/or the Authorised Card Users in their relevant marketing materials about the benefits, privileges or services available to the Cardmembers and/or the Authorised Card Users.
2. Hang Seng will not be responsible for the refusal or failure of any Affinity Group to make available such benefits, privileges or services to the Cardmember and/or the Authorised Card User. The Cardmember and/or the Authorised Card User has to resolve any claims, disputes or complaint with the relevant Affinity Group directly and no claims by the Cardmember and/or the Authorised Card User against the Affinity Group may be the subject of set-off or counter-claims against Hang Seng.

Hang Seng Bank Limited