

# Highlights of The Hong Kong Jockey Club Membership Card Terms and Conditions

To comply with the Code of Banking Practice, we are pleased to highlight the major terms and conditions for using the card for your attention. You are yet advised to read the FULL VERSION of The Hong Kong Jockey Club Membership Card Terms and Conditions governing the use of the card as enclosed. The terms and conditions are available for viewing from Hang Seng website or at branches for collection.

## **Applicable to Mastercard Card/Private Label Card (whether or not linked to a Mastercard Card) ("Card")**

1. The Cardmember must exercise reasonable care and diligence in safekeeping the Card, Card Information and Authentication Factors (if applicable). Upon notice or suspicion of any loss, theft, misuse or disclosure of the Card, Card Information and/or Authentication Factors (if applicable), disclosure of the Card Information and/or Authentication Factors (if applicable) to any unauthorised person or any unusual or unauthorised Transaction(s), the Cardmember must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
2. The Cardmember shall be liable for all unauthorised transactions involving the use of the Card, Card Information and/or Authentication Factors (if applicable) if the Cardmember has acted fraudulently or with gross negligence or failed to fulfill the obligations as set out in Clause 1 above. Failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card, Card Information and/or Authentication Factors (if applicable) will be treated as your gross negligence.
3. If you have acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, Card Information and/or Authentication Factors (if applicable) and reported loss, theft, misuse or disclosure as soon as reasonably practicable: (i) your liability for all unauthorised Card Transactions or Banking Transactions (other than cash advances) effected before Hang Seng receives your loss, theft, misuse or disclosure report shall be such maximum amount subject to applicable laws and regulations; (ii) but you will be liable for all cash advances effected before Hang Seng receives your loss, theft, misuse or disclosure report.
4. The Cardmember shall repay promptly the outstanding balance of his/her Card account upon demand by Hang Seng.
5. The Cardmember shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum owed by the Cardmember to Hang Seng.
6. The Cardmember shall report to Hang Seng any discrepancies in the Card statements within 60 days from the statement date.
7. Subject to the consent of The Hong Kong Jockey Club, Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of credit card/ private label card subject to a written notice given to the Cardmember for a period of not less than 60 days, which shall be binding on you if you continue to use or retain the Card after the effective date as specified in the notice.
8. The Cardmember must sign the Card immediately upon receipt.
9. The Cardmember must repay the outstanding balance on time to avoid payment of interests and finance charges. If Hang Seng does not receive the minimum payment amount (for credit card) or outstanding amount (for private label card) as specified in the relevant Card statement on or before the payment due date, a finance charge (if applicable) and an additional late charge shall be payable by the Cardmember. The Syndicate Treasurer and the Managing Partner must pay the outstanding balance on time to avoid payment of a finance charge and an additional late charge.
10. While the principal Cardmember is held liable for the debts and liabilities of the principal Cardmember and each supplementary Cardmember, supplementary Cardmember shall only be liable for his/her debts and liabilities.
11. Hang Seng is entitled to apply the credit balance of the principal Cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the principal Cardmember and/or any supplementary Cardmembers to Hang Seng. Hang Seng will only apply the credit balance of the supplementary Cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the supplementary Cardmember to Hang Seng.

## **Applicable to Private Label Card linked to a Mastercard Card only**

The values of all issued sales slips relating to the transactions effected by the use of the private label card shall be debited to your Mastercard card account ("Card Account"). The prevailing credit limit assigned to the Card Account shall be shared with the private label card. The Card Account shall be settled according to the relevant Mastercard Card Cardmember Agreement which is also binding on you as a private label card holder.

\* The Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

**Hang Seng Bank Limited**