

# **HSBC Live+ Cashback Program Terms and Conditions**

### **DEFINITION**

- 1. "HSBC Live+ Cashback Program" refers to the Cashback program (hereinafter the Program) of The Hongkong and Shanghai Banking Corporation Limited Philippine Branch (hereinafter, "HSBC") that is exclusive to credit cardholders of the HSBC Live+ Credit Card, which are subject to these terms and conditions.
- 2. "Account" refers to the Live+ credit card account by an individual that has been provided by HSBC to be eligible for the valid operation of the Credit Card.
- 3. "Card" refers to HSBC Live+ Credit Card issued by HSBC to the Cardholder.
- 4. "Cardholder" refers to the person who was issued a Live+ Cashback Credit Card by HSBC.
- 5. "**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.
- 6. "Supplementary Cardholder" refers to the Cardholder to whom a Supplementary Card was issued as an extension of the Primary Cardholder.
- 7. "Cashback" refers to the cash rebate or credits earned by a Cardholder when spending at eligible merchant establishments.
- 8. "Accelerated Cashback" refers to the cashback percentage earned by Cardholders that is greater than the base rate of 0.2% cashback. For this program, there are certain merchant categories that will earn 8%, 5%, or 2% of eligible transactions.

### **ELIGIBILITY**

- 1. Only Primary Cardholders and Supplementary Cardholders of the HSBC Live+ Credit Card issued by HSBC are eligible for this Program.
- 2. Corporate/Company cardholders are not eligible to join the Program.

## **PROGRAM OFFER**

- Cardholders are entitled to earn cashback on retail purchases (both straight and on installment), online and foreign currency transactions made on their HSBC Live+ Credit Card.
- 2. To be eligible to receive the Accelerated Cashback of 8%, 5% and 2% at applicable merchants, the Cardholder must meet a minimum accumulated spend of Php10,000 on their HSBC Live+ Credit Card for that particular statement. Live+ Credit Card customers who do not meet the minimum accumulated spend will earn a base cashback rate of 0.2%.
- 3. The amount of cashback earned will vary depending on the merchant category the transaction falls under as defined below:

Spend Category	Cashback *	Merchant Category Code**
Dining except Fast Food Restaurants	8%	5811 - Caterers 5812 - Eating Places and Restaurants 5813 - Bars/ Taverns/ Lounges/ Discos 5462 - Bakeries 5921 - PKG Stores/ Beer/ Wine/ Liquor
Shopping	5%	5137 - Uniforms and Commercial Clothing 5139 - Commercial Footwear 5310 - Discount Stores 5311 - Department Stores 5331 - Variety Stores 5399 - Miscellaneous General Merchandise 5611 - Men/ Boys Clothing/ Access Stores 5621 - Women's Ready to Wear Stores 5631 - Women's Access/ Specialty 5641 - Children/ Infant Wear Stores 5651 - Family Clothing Stores 5655 - Sports/Riding Apparel Stores 5661 - Shoe Stores 5691 - Men's/ Women's Clothing Stores 5699 - Miscellaneous Apparel/ Access Stores 5732 - Electronics Stores 5941 - Sporting Goods Stores 5948 - Luggage/ Leather Stores 5947 - Cosmetic Stores 5964 - Catalog Merchant 5965 - Combination Catalog and Retail 5969 - Other Direct Marketers
Entertainment	5%	4899 - Cable, SAT, Pay TV/ Radio Services 5815 - Digital Goods (Books, Movie, Music) 5816 - Digital Goods (Games) 5818 - Large Digital Goods Merchant 5945 - Hobby, Toy and Game Stores 5947 - Gift, Card, Novelty Stores 5970 - Artist/ Craft Shops 5971 - Art Dealers and Galleries 7032 - Sporting/ Recreational Camps 7033 - Trailer Parks and Campgrounds 7832 - Motion Picture Theaters 7922 - Theatrical Producers 7929 - Bands/ Orchestras/ Entertainment 7932 - Billiard/ Pool Establishment 7933 - Bowling Alleys 7991 - Tourist Attractions And Exhibits 7992 - Public Golf Courses 7993 - Video Amusement Game Supply 7994 - Video Game Arcades/ Establishments 7996 - Amusement Parks/ Circus 7997 - Member Clubs/ Sport/ Recreation/ Golf
Fast Food Restaurants All Other	0.2%	5814
Transactions***		

<sup>\*</sup> As a percentage of the eligible spend in the Cashback Category

- \*\* Merchant Category refers to the classification of each merchant establishment as determined by their acquiring bank based on the nature of the merchant's business as defined by Visa
- \*\*\* Note that exceptions apply as indicated in Items 4 and 5 of this document.
- 4. The transactions with the following Merchant Category Codes will not be eligible to earn cash back:

Spend Category	Merchant Category Code
Utilities	4814 - Telecommunication Services
	4900 - Utilities/ Electricity/ Gas/ Water/Sani
Fuel	5541 - Service Stations
	5542 - Automated Fuel Dispensers
	5172 - Petroleum/ Petroleum Products
	5983- Fuel Dealers
	5552 - Electric Vehicle Charging
Insurance	6300 - Insurance Sales/ Underwrite
	5960 - Direct Marketing Insurance Services
Betting and Gambling	7995 - Betting/ Track/ Casino/ Lotto
Education and Government	8220 - Colleges/ University/ JC/ Profession
	9399 - Government Services - Default
	8299 – Schools - Default
	8211 - Elementary/ Secondary Schools
	9311 - Tax Payments
	8249 - Trade/ Vocational Schools
	8244 - Business/ Secretarial School
	9402 - Postage Stamps
	8241 - Correspondence Schools
	9211 - Court Costs/ Alimony/ Support
	9222 - Fines
	9405 - Intra-government Purchases
	8351 - Child Care Services
Real Estate	6513 - Real Estate Agents and Managers Rentals
Transport - Toll	4784 - Tolls and Bridge Fees
Charity	8398 - Charitable/ Social Service Organizations
	8661 - Religious Organizations
	8641 - Civic/ Social/ Fraternal Associations
	8651 - Political Organizations
Legal	8111 - Legal Services Attorneys
	7393 - Detective/ Protective Agency
Financial/ Quasi Cash	4829 - Wire Transfer Money Order
	6012 - Financial Inst/ Merchandise
	6211 - Securities Brokers/ Dealers
	6051 - Non-Financial Inst/ FC/ MO/ TC
	6540 - Non- Financial Inst-Stored Value Card
Balcon	5999
Drug Stores and	5912
Pharmacies	

- 5. Other transactions that are **not eligible** to earn Cashback:
  - Balance Transfer, Cash Installment Plan and Straight-to-Installment;
  - Cash Advance
  - Auto-Charge;
  - Bills payment transactions done via HSBC online;

- Fees and charges;
- Any balance transferred to the Account;
- Any unauthorized or fraudulent retail transactions; or
- Any other transaction determined by us from time to time.
- 6. Cashback earned by qualified Supplementary Cardholders shall be credited to the Account of the Primary Cardholder.
- 7. The maximum cashback that can be earned by each Account (based on the accumulated spend of the Primary Cardholder and all Supplementary Cardholders of the Account), is Php1,250 per month.
- 8. Only Accounts that have an open status will be included in the Cashback computation for the month or statement cycle.
- 9. On crediting of Cashback
  - a. from launch until 30 November 2024:
    - The total Cashback 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 cashback earned for qualified transactions made from July 1-31, 2024 will be posted by the fourth week of August 2024.
    - Computation of the minimum spend requirement and the maximum cap will be done every calendar month.
  - b. Starting 01 December 2024
    - The total Cashback earned during the customer's monthly statement cycle will be posted in the Primary Cardholder's Account two (2) working days after their statement's cutoff date.

Computation of the minimum spend requirement and the maximum cap will also be done during the Account's statement cycle cut-off. For example:

Billing cycle	16
Statement cut-off	16 January 2025
Coverage of the minimum spend	posted transactions from
requirement computation, actual	December 16, 2024 – January
cashback, and maximum cap	15, 2025
Crediting date of the cashback (2 working	January 20, 2025
days after statement cut-off)	

Note that if the cut-off falls on a holiday/weekend, the statement cut-off happens on the working day prior to the holiday/weekend.

- c. The Cashback amount to be credited to an Account will be rounded off.
- d. Any Cashback 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.
- e. Cashback cannot be exchanged for any other rewards or converted to a Manager's Check or other similar financial instruments.
- f. In the event that your HSBC Live+ Credit Card is lost or stolen, you can continue to make purchases with your replacement credit card when you receive it and all such purchases made will continue to qualify for Cashback.

- g. If an Account is converted, upgraded or downgraded to a different product type that is not the HSBC Live+ Credit Card, the new account is not eligible to earn Cashback under this Program. In the event that your HSBC Live+ Credit Card is upgraded, downgraded, or converted to a different product type prior to the crediting of cashback for a specific month/ statement cycle, your new account will not be able to earn Cashback from transactions made in the previous calendar month/ statement cycle, prior to the upgrade, downgrade, or conversion.
- h. Any disputed, reversed or cancelled transactions will not qualify as an eligible transaction for cashback.
- i. Cashback accrued or credited for any eligible transaction that is reversed or cancelled ("Reversed Cashback") on the same calendar month/ statement cycle will be deducted from the total Cashback amount that is eligible for that month/ cycle when the reversal or cancellation is posted in the Account.
- j. If no error is reported by the Cardholder within thirty (30) calendar days from receipt of a statement, the Cardholder shall be deemed to have accepted the Cashback posted in the statement. However, this shall not prejudice the right of HSBC to correct at any time any computation or posting of Cashback which it has deemed to be erroneous.
- k. HSBC reserves the right to change the types of transactions, cashback rates, and/or Spend Categories that are eligible for Cashback provided prior notice of 60 calendar days before implementation.
- I. In case of dispute with respect to the Cardholder's eligibility, coverage of dates, fulfillment, etc., HSBC's decision shall prevail.

### TAX TREATMENT

- Cardholders are ultimately responsible for the tax treatment, if any, of Cashback earned.
  HSBC gives no warranty and accepts no responsibility on the ultimate treatment of any
  potential tax on cashback earned. In the event any Cashback earned should result to an
  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 to participate in 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 Cashback and percentage of Cashback that can be earned, shall be communicated to the customers via the following channels such as, but not limited to:
  - a. Statement of Account (SOA) message or insert for both paper and electronic statements
  - b. Public website under the Service Advisory banner
  - c. Electronic mailers / direct mailer to the customer's account

- 3. Fraud and abuse relating to the earning of Cashback in the Program may result in the forfeiture of the earned Cashback 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 and mobile 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

Issued by The Hongkong and Shanghai Banking Corporation Limited.

To contact HSBC for inquiries or complaints, call (02) 8858-0000 or +62(2) 7976-8000 from Metro Manila. 1-800-1-888-8555 PLDT domestic toll-free, or +(International Access Code)800-100-85-800 international toll-free for selected countries/regions, email <a href="https://www.bsc.com.ph/feedback">hsbc.com.ph/feedback</a>. HSBC Philippines is regulated by Bangko Sentral ng Pilipinas (Bangko Sentral) <a href="https://www.bsp.gov.ph">https://www.bsp.gov.ph</a>. You may also get in touch with the Bangko Sentral Consumer Protection and Market Conduct Office through their Email: <a href="mailto:consumeraffairs@bsp.gov.ph">consumeraffairs@bsp.gov.ph</a>; Webchat: <a href="http://www.bsp.gov.ph">https://www.facebook.com/BangkoSentralngPilipinas</a> or SMS: 021582277 (for Globe subscribers only).

Reference number: WPB\_14JUN2024