

## Rules and Regulations of the HSBC Premier Rewards Programme

### § 1. General provisions

1. The Operator of the HSBC Premier Rewards Programme (hereinafter referred to as "the Programme") is HSBC Bank Polska S.A., with its registered seat in Warsaw, Pl. Piłsudskiego 2, 00-073 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Division of the National Court Register under number KRS 0000030437, NIP (Taxpayer's ID No.) 526-02-11-469, with an initial capital (fully paid-in) of PLN 248,207,000.00 (hereinafter referred to as "the Operator").
2. These Rules and Regulations of the Programme (hereinafter referred to as "the Rules") set forth the principles of the HSBC Premier Rewards Programme, and in particular the rights and obligations of the Participant related to his/her participation in the Programme as well as the benefits of participation in the Programme.

### § 2. Terms of participation in the Programme

1. The Programme is addressed to the Holders (hereinafter referred to as "Participants") of HSBC Premier Credit Cards issued by HSBC Bank Polska S.A.
2. The participation in the Programme shall be automatic and shall not require registration from the Participants.

### § 3. Collecting Points

1. Participants shall receive one Reward Point for each zloty spent for the purchase of goods and services made with the HSBC Premier Credit Card, subject to item 3.
2. Reward Points shall be valid for 36 months from the date they are recorded on the Participant's statement. After the lapse of the validity period, the Reward Points shall automatically become invalid.
3. Reward Points shall not be awarded for: cash transactions in Polish and foreign currencies, transfers of money from the HSBC Premier Credit Card for other liabilities, interest, payments related to overdue repayments or other fees and charges arising from the credit card agreement.
4. The total of Reward Points collected and exchanged shall be specified in the monthly HSBC Premier Credit Card statement. The Participant may also obtain information on the current number of points by contacting the Team Leader HSBC Premier or by calling the local Telephone Centre.
5. The Operator shall reserve the right to amend the principles of calculating Reward Points within periodic promotional campaigns that it may arrange.
6. Reward Points shall not be transferable to third parties.

### § 4. Exchange of Points

1. Reward Points may be exchanged into Retail Vouchers or donated to charity.
2. Reward Points may be exchanged into Retail Vouchers when at least 10,000 Points are collected or a multiple of that.
3. Reward Points may be donated to charity when at least 1,000 Points are collected or a multiple of that.
4. 1,000 Reward Points is worth PLN 5.
5. Retail Vouchers may be used to purchase goods and services exclusively with Programme Partners specified by the Operator.
6. Points may be transferred exclusively to charity organisations that are Programme Partners.
7. The list of Programme Partners shall be made available at [www.hsbc.pl](http://www.hsbc.pl).
8. The nominal value of one Retail Voucher shall be PLN 50.
9. Retail Vouchers shall not be exchangeable to a cash equivalent.
10. The validity date of a Retail Voucher shall be specified on the voucher.
11. If the value of goods or services is higher than the value of a Retail Voucher, the Programme Participant shall pay the difference with his/her credit card, by a transfer or cash, depending on the rules of the Programme Partner.
12. If the value of goods or services is lower than the value of a Retail Voucher, the Programme Participant shall have no right to claim the remaining part of the reward to be paid out in cash.
13. Retail Vouchers and donations to charity shall be provided in accordance with the applicable tax regulations.
14. The one-off value of Retail Vouchers obtained by the Participant may not exceed the amount that, in accordance with Article 21(1) item 68 of the Act of 26 July 1991 on the personal income tax (Polish Journal of Laws of 2000, No. 14, item 176, as amended) is exempt from the tax on prizes related to rewarded sales.
15. The one-off value of money donated by the Participant to charity may not exceed the amount that, in accordance with Article 21(1) item 68 of the Act of 26 July 1991 on the personal income tax (Polish Journal of Laws of 2000, No. 14, item 176, as amended) is exempt from the tax on prizes related to rewarded sales.
16. If the Participant decided to donate some of the Reward Points to charity and spend some of the Reward Points for Retail Vouchers, then the one-off total amount of money may not exceed the amount that, in accordance with Article 21(1) item 68 of the Act of 26 July 1991 on the personal income tax (Polish Journal of Laws of 2000, No. 14, item 176, as amended) is exempt from the tax on prizes related to rewarded sales.

## **§ 5. Points exchange requests**

1. The Programme Participant who wishes to exchange the Reward Points into Retail Vouchers or donate them to charity should submit a points exchange request:
  - a. by calling the local Telephone Centre, the number of which is available at [www.hsbc.pl](http://www.hsbc.pl),
  - b. by sending an electronic message via Internet Banking services,
  - c. by submitting a rewards claim form at one of HSBC Premier branches. The rewards claim form may be downloaded at [www.hsbc.pl](http://www.hsbc.pl).
2. The points exchange request may be submitted exclusively by the Main Card Holder, in the meaning of the General Terms for HSBC Premier Customers.

## **§ 6. Protection of the Participants' personal data**

1. The Participant's personal data shall be processed for the purposes of Programme execution. For the processing of the Participant's data for other purposes Chapter 5 of the General HSBC Premier Agreement shall apply.

## **§ 7. The Operator's liability**

1. The Operator shall not be liable for the quality and usability of the goods or services purchased by the Participant at the Programme Partner's outlet. The liability for that shall be borne by the person providing guarantee for the goods or services purchased at the Partner Outlet (manufacturer, distributor, vendor).
2. The Operator shall not be liable for events resulting from reasons beyond the control of the Operator, including in particular the operation of the Polish Post (Poczta Polska) and third parties.

## **§ 8. Complaints and claims**

1. Complaints may be lodged during the period of the Programme, within 30 days at the latest from the date of the event that the complaint is related to. Complaints lodged later shall not be considered.
2. Only the Programme Participants shall have the right to lodge complaints.
3. The Operator shall consider exclusively the complaints sent in writing to HSBC Bank Polska S.A., Skr. Pocz. 675, ul. Westerplatte 20, Kraków I „SKRYTKI”, 30-960 Kraków with a note on the envelope “Program premiowy HSBC Premier – reklamacja” [HSBC Premier Reward Programme – Complaint] or delivered to one of the HSBC Premier branches. A complaint should include: name, surname, detailed address of the Participant, the reason for complaint with grounds for it and a signature.
4. Complaints shall be considered by the Operator within 14 days from the date of the delivery.
5. The Participant shall be informed of the Operator's decision with a registered letter sent to the address specified in the complaint within 7 days from the date of complaint having been considered.

## **§ 9. Programme termination and loss of Participant status**

1. The Participant may resign from participation in the Programme at any time. In order to do that, the Participant should notify the Bank thereof in writing to: HSBC Bank Polska S.A, Kraków Business Park 200, ul. Krakowska 280, 32-080 Zabierzów. In such a situation, the points collected until then shall be cancelled.
2. The termination of the HSBC Premier Credit Card Agreement shall automatically result in the cancellation of all the Points collected and the loss of a Participant status.
3. The Operator shall have the right to terminate the Participant's participation in the Programme and to cancel the Reward Points collected by the Participant if the Participant breaches the provisions of these Rules or the provisions of the HSBC Premier Credit Card Agreement.
4. The Operator shall have the right to terminate the Programme at any time, with a prior notification to the Participants made within 30 days before the planned termination of the Programme. In the period, every Participant shall be able to exchange the Reward Points collected into Retail Vouchers or donate the Points to charity. If the Participant fails to collect the number of Reward Points specified in § 4(2) and 4(3) or fails to submit a rewards claim form until the Programme termination date, then the Points collected shall be cancelled.
5. If the Programme is terminated, the Operator shall be obliged to publish information about such a termination at [www.hsbc.pl](http://www.hsbc.pl) and to inform the Participants by e-mail or sms, or a separate letter.

## **§ 10. Final provisions**

1. If there are any doubts as to the authenticity of a specific Retail Voucher, the Programme Partner staff shall be authorised to seize the voucher. In such a case, the cashing of the Retail voucher shall be suspended. In such a case, the Participant shall have the right to complain.
2. The Operator shall reserve the right to amend the Rules at any time.
3. Each time the Rules are amended in accordance with § 10(2) hereof, the Operator shall inform the Participants of the amendments introduced by publishing the amended Rules at [www.hsbc.pl](http://www.hsbc.pl).
4. The amendment of the Rules in accordance with § 10(2) shall give the right to the Participant to resign from the Programme in accordance with § 9(1), however, on a condition that if the amendments are made to § 4(2), 4(3) and 4(4), the provisions of § 9(4) and 9(5) shall apply.