



Welcome

HARVEY NICHOLS **Card**
Cardholder



HARVEY NICHOLS CARD *exclusive benefits*

Year-round privilege discount at HARVEY NICHOLS Hong Kong

- Enjoy **10% off year-round discount** on participating brands at HARVEY NICHOLS Landmark and Pacific Place, Hong Kong.
- **Free delivery** upon spending HK\$3,000 or more.

Pre-Sale and special events

- Invitations to **special sales promotions** and exclusive events organised by HARVEY NICHOLS Hong Kong.

Birthday celebration

- A special offer in your birthday month to celebrate your special day in style. To receive the birthday coupon, please call our Credit Card Offers Hotline at (852) 2748 8033 at your birthday month.

Terms and conditions:

1. HARVEY NICHOLS Card is exclusive for HSBC Premier MasterCard® Credit Card, HSBC Advance Visa Platinum Card, HSBC Visa Signature Card and HSBC Visa Platinum Card cardholders ("Cardholders") only.
2. Cardholders must pay with their HARVEY NICHOLS Cards issued by The HongKong and Shanghai Banking Corporation Limited in Hong Kong (and its successors and assigns) (the "Bank") to enjoy the year-round privilege discount. The discount is not applicable to items on promotion or selected items.
3. Cardholder must present the birthday coupon issued by the Bank to enjoy the birthday celebration offer. Terms and conditions apply.
4. All offers, coupons and gifts cannot be used in conjunction with any other discounts or promotions and cannot be exchanged or converted into cash, other products or benefits.
5. Free delivery service is not applicable to outlying islands.
6. The Bank and HARVEY NICHOLS (HONG KONG) LIMITED reserve the right to change these terms and conditions from time to time at its sole discretion with or without prior notice.
7. The Bank accepts no liability for the quality of goods and services provided by HARVEY NICHOLS (HONG KONG) LIMITED, the participating tenant boutiques and consignment counters.
8. No person other than the Cardholder and the Bank will have any 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. These terms and conditions are subject to prevailing regulatory requirements.
10. In case of any disputes arising from this promotion, the decisions of the Bank and/or HARVEY NICHOLS (HONG KONG) LIMITED shall be final and conclusive.
11. In the event of any discrepancy or inconsistency between the English version and the Chinese version of the promotional material and these terms and conditions, the English version shall apply and prevail.
12. The promotional material and these terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Important information for customers

Private Label Card Addendum to Credit Card Cardholder Agreement

Information on your Private Label Card

Private Label Card Addendum to Credit Card Cardholder Agreement

This Addendum applies to Private Label Cards issued by us.

IMPORTANT! Before you use your Private Label Card, please read this Addendum and the Cardholder Agreement carefully. By using (which includes activating) your Private Label Card, you will be considered to have accepted the terms and conditions set out in this Addendum and the Cardholder Agreement and will be bound by them.

The terms used in this Addendum are defined at the end.

1. Addendum supplements Cardholder Agreement

- (a) Your Private Label Card is a credit card but some features and benefits applicable to other types of credit cards are not applicable to Private Label Cards, including:
 - (i) PIN;
 - (ii) cash advance;
 - (iii) mobile or contactless payments;
 - (iv) interest-free instalment plan;
 - (v) automated teller machine access;
 - (vi) internet banking access;
 - (vii) phone banking service;
 - (viii) Drop & Go Counter service; and
 - (ix) virtual card account.
- (b) The Cardholder Agreement applies to your Private Label Card but the provisions relating to the features or benefits set out in paragraph (a) above are not applicable. References in the Cardholder Agreement to “Card” and “Card Transactions” include your Private Label Card and your Private Label Card Transactions respectively.
- (c) This Addendum supplements the Cardholder Agreement and, together, they govern the supply and use of your Private Label Card. If there is any inconsistency between the provisions of this Addendum and the provisions of the Cardholder Agreement, the provisions of this Addendum prevail.

2. Eligibility for a Private Label Card

You are eligible to apply for a Private Label Card only if you hold a credit card of a type designated by us.

3. Your responsibility

If you are a primary HSBC Credit Card cardholder:

- (a) you should ensure that each Additional Cardholder uses and handles his Private Label Card and related matters in accordance with this Addendum and the Cardholder Agreement; and
- (b) you will be liable for the use of each Private Label Card issued to an Additional Cardholder.

4. Card Account and credit limit

- (a) All Private Label Card Transactions will be billed to your Card Account. There will not be a separate card account for your Private Label Card.
- (b) Your Private Label Card and HSBC Credit Card share the credit limit on your Card Account. There will not be a separate credit limit for your Private Label Card.

5. Private Label Card Transactions

All Private Label Card Transactions will be effected in Hong Kong dollars. You can only use your Private Label Card at merchants or organisations designated by us.

6. Private Label Card benefits

Card benefits for Private Label Cards may include rewards and privileges under the RewardCash Programme. We may introduce new benefits or vary or withdraw any benefit without prior notice. The terms and conditions relating to a Private Label Card benefit prevail over the provisions of this Addendum if there is any inconsistency between them concerning that Private Label Card benefit. For clarity, where your Private Label Card is linked to an iCAN card issued by us, any rewards and privileges under the RewardCash Programme with respect to your Private Label Card are governed by Clauses 4(p) to 4(t) in the iCAN Card Cardholder Agreement. The RewardCash Programme Terms and Conditions are not applicable.

7. Reporting loss, theft or misuse of your Private Label Card

You should promptly report any loss, theft or unauthorised use of your Private Label Card. You should notify our Card Centre by telephoning 2233 3000 or report in person to a branch in Hong Kong. If overseas, you should report to one of our branches.

8. Card statement

All Private Label Card Transactions will be shown on the card statement of your Card Account. There will not be a separate statement for your Private Label Card.

9. Termination of Private Label Card or HSBC Credit Card by you

- (a) If you are a primary HSBC Credit Card cardholder:
 - (i) your notice to terminate your HSBC Credit Card will terminate each Private Label Card issued by us to you and any Additional Cardholder at the same time; and
 - (ii) you may terminate your Private Label Card whilst continuing the Private Label Card issued to any Additional Cardholder.
- (b) Termination of the HSBC Credit Card issued to an Additional Cardholder (whether by him or by the primary HSBC Credit Card cardholder) will terminate his Private Label Card at the same time.
- (c) Termination of the Private Label Card issued to an Additional Cardholder (whether by him or by the primary HSBC Credit Card cardholder) does not terminate his HSBC Credit Card or the Private Label Card of the primary HSBC Credit Card cardholder.

10. Variation of this Addendum

We have the right to vary the terms and conditions of this Addendum from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Private Label Card is returned to us for termination before the date on which that variation takes effect.

11. Governing law, jurisdiction and version

- (a) This Addendum is governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of this Addendum prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Addendum is for reference only.

Definitions

Addendum means this Private Label Card Addendum to Credit Card Cardholder Agreement as may be amended from time to time.

Additional Cardholder means an Additional Cardholder referred to in the Cardholder Agreement to whom we issue a Private Label Card.

Card Account means the Card Account referred to in the Cardholder Agreement.

Cardholder Agreement means the cardholder agreement governing the supply and use of your HSBC Credit Card.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

HSBC Credit Card means a credit card issued by us (whether as primary card or additional card) to which your Private Label Card is linked.

Private Label Card means an in-house credit card issued by us in association with a designated merchant or organisation. The credit card is specially designed and bears on its face the brand or name (or both) of the designated merchant or organisation in the place of or in addition to our brand or name.

Private Label Card Transaction means each transaction effected by using your Private Label Card.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue an HSBC Credit Card.

Effective from 1 April 2015

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

Information on your Private Label Card

The following information on the use of a private label card ("card") from HSBC is for your reference. For a comprehensive set of legally binding terms and conditions, please refer to the Cardholder Agreement.

- 1 For your own protection, please take good care of your card from HSBC (the Bank):
 - a) Sign your card as soon as you receive it.
 - b) Keep a note of your card number in a safe place, separate from the card.
 - c) Keep your card in a secure place and treat it as if it were cash.
 - d) Always complete the 'total' box on the sales slip, with a currency sign before the numbers, and don't leave space for extra figures.
 - e) Watch and ensure that only one sales slip is imprinted for each transaction.
 - f) Make sure your card is returned to you promptly after use.
 - g) Keep the customer copy of your sales slips and check them against your monthly statements.
- 2 If your card has been lost or stolen, please report the incident immediately by calling HSBC Customer Service Hotline on (852) 2233 3000 or inform the nearest HSBC branch.

Please note that you are liable for all amounts debited to your card as a result of the unauthorised use of your card until you report loss or theft of your card. Provided that you have not knowingly provided your card to a third party, or you have not acted fraudulently or with gross negligence, and you have informed us as soon as practicable after having found that your card has been lost or stolen, your liability will be limited to a maximum of HK\$500.
- 3 Each card is assigned a credit limit (which, where the Card is linked to a credit card, will be the same as and shared with the credit limit assigned to that credit card) that applies to both purchase and cash advance transactions. For your own credit limit, please refer to your card statement. The Bank may at its discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you. You may choose to opt out of the over-the-limit facility for your Card Account. After the opt-out has taken effect, Card Transaction which results

in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transactions approved yet late posted) without prior notice to the Cardholder.

- 4 The Bank accepts no responsibility for the non-acceptance of the card by any merchant, or for the quality of goods and services provided by any merchant. If you have any concerns regarding a merchant, you may call HSBC Customer Service Hotline on (852) 2233 3000. However, a cardholder is required to settle the related transaction(s) even if he/she is claiming against the merchant.
- 5 Upon receipt of your card statement, please check the entries against your card sales slips. If you have any queries on the statement entries, you should refer to the Bank by calling HSBC Customer Service Hotline within 60 days of the statement date.
- 6 On all purchase transactions charged to your card, you can enjoy an interest-free period of up to 56 days.
- 7 Card transactions must be effected in Hong Kong dollars.
- 8 The following fees and charges apply as appropriate:
 - a) **Finance charge:** No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.625% per month (equivalent to an annualized percentage rate (APR) of up to 36.43% on purchase and 37.75% on cash advance, inclusive of the handling fee and cash advance fee)*.
 - b) **Late Charge:** If the minimum payment due is not received by the Bank on or before the payment due date, a late charge equivalent to the amount of minimum payment due or HK\$230, whichever is the lower, will be levied on the card account.

- c) **Overlimit handling fee:** If the current balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the card account, an overlimit handling fee of HK\$180 will be debited to the card account on the statement date.
- d) **Card replacement fee:** A fee of HK\$30 will be charged for each card replaced.
- e) **Returned cheque/rejected autoPay:** A handling fee of HK\$100 will be charged to the card account for each returned cheque or rejected autoPay if it is drawn on a bank other than HSBC.
- f) **Annual fee:** The Bank may, from time to time, levied joining/annual fee on the card should it find suitable.

If you require any additional services (such as extra copies of account statements, clearing of foreign cheques paid into the account, etc.), other fees and charges may apply. For details, please refer to "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" available at any HSBC branch in Hong Kong.

- 9 Termination of your card will not automatically lead to termination of any merchant auto payment arrangement, such as autoPay, instalment plan, etc., that are set up or authorised prior to the termination of the card. If you wish to modify/terminate any merchant auto payment arrangement, please directly contact the related merchant(s) who will be responsible for making the necessary arrangements.
- 10 Whether you are a primary cardholder or an additional cardholder, if you maintain an outstanding balance on your card account (or, if you are the primary cardholder, any additional card account also), the Bank may, without notice, combine or consolidate the outstanding balance with any other account(s) (including credit card and deposit accounts) that you maintain with the Bank and set-off or transfer the money to settle the outstanding balance of your card account (or, for a primary cardholder, any additional card account).
- 11 Upon termination of a card account or a cardholder's bankruptcy or death, the cardholder or his/her estate has to pay in full to the Bank the whole of the outstanding balance of his/her card account together with the amount of any transactions effected but not yet charged to the account. The Bank may employ third parties to collect any outstandings and request reimbursement of all cost or charges reasonably incurred from the cardholder or his/her estate.

- 12 As a primary cardholder, you are liable for the use of the primary as well as any additional card. The Bank may recover any outstandings and charges incurred by the additional card from either the primary or the additional cardholder or both. However, an additional cardholder is liable for the use of his/her own additional card only and is not liable for the associated primary card or any other additional cards linked to that primary card account.

- * This APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied may be different. Please call HSBC Customer Service Hotline on (852) 2233 3000 for enquiries.

Effective from 1 July 2015

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

Useful contact numbers

HSBC Customer Service Hotline : (852) 2233 3000*

(Including lost card report)

HARVEY NICHOLS Hotline:

Landmark (852) 3695 3388

Pacific Place (852) 3968 2668

For more details on HSBC Credit Cards and the latest offers, please visit www.hsbc.com.hk/creditcard.

* For HSBC Premier customer and HSBC Advance customer, please call the respective HSBC Premier Hotline (852) 2233 3322 and HSBC Advance Hotline (852) 2748 8333.

Latest update: May 2016

Issued by The Hongkong and Shanghai Banking Corporation Limited

