

HSBC CREDIT CARDS – PRIVACY CONSENT AND DECLARATION & BALANCE TRANSFER TERMS AND CONDITIONS

HSBC Bank Australia Limited ABN 48 006 434 162 ("HSBC") is a member of the HSBC Group which supplies banking, wealth management, insurance and other facilities, products and services globally.

1. What type of information is collected?

- (a) Personal Information is any information about and which identifies an individual, and includes Credit Information.
- (b) Credit Information is information about an individual's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988 (Cth).
- (c) In order for HSBC to provide or to consider providing you with a credit card and when it does so, to enter into any transactions with you or for or on your behalf, you authorise and acknowledge that HSBC may collect and hold Personal Information about you and any person authorised to operate an additional card ("Authorised Signatory"), including:
- any Personal Information provided by or about you in your application for a HSBC credit card or at any other time;
 - any other Personal Information you provide to any of the persons set out under the heading "Who has access to my Personal Information?" below (collectively known as the "Recipient") or which any Recipient otherwise lawfully obtains about you;
 - any transaction details or transaction history; and
 - any credit decision made concerning this application.
- (d) HSBC is required by law to collect Personal Information to identify and verify the identity of you and any Authorised Signatory. In addition, if any Personal Information it needs is not provided, HSBC may not be able to provide you with a credit card.
- (e) You declare that where you have provided Personal Information about an individual (such as a relative, spouse or partner), you have made or will immediately make the individual aware of that fact and will inform them that HSBC will use and disclose their information for the relevant purposes set out in this document and that they can access their Personal Information by contacting HSBC on 132 152.
- (f) Personal Information may be given or lawfully obtained before, during or after the provision of credit to you.

2. Who has access to my Personal Information?

- (a) You agree that Personal Information may be used by, exchanged with, and disclosed to the following Recipients:
- HSBC, any company which is related to HSBC, and HSBC's assignees;
 - any insurer, insurance broker or agent from whom or through whom any insurance policy is taken out, or is to be taken out, or is offered or marketed to you, in connection with the credit to which this application relates;
 - any Authorised Signatory;
 - other financial institutions if you seek credit from them, or to facilitate your transactions including via ATMs, internet banking and BPAY;
 - if you use the bank@POST service or you undertake an identity verification check at the post office, Australia Post.
 - any person necessary to execute your instructions;
 - any person through whom you have applied, or by whom you are introduced to HSBC (e.g. merchant); and
 - any payment systems operators and participants in the payment system.
- (b) You agree that if a Recipient engages any person to do something on its behalf (a "Service Provider"), then the Recipient and the Service Provider (and its contractors) may exchange with each other any Personal Information and any other Personal Information the Service Provider (and its contractors) lawfully obtains in the course of acting on the Recipient's behalf.
- (c) You agree that we can disclose your Personal Information:
- as required by law such as under court orders, taxation, social security or anti-money laundering and terrorist financing laws or statutory notices;
 - to any Authorised Signatory; and
 - to others where you have otherwise consented to that disclosure.
- (d) You agree to disclosure of your Personal Information to Recipients and Service Providers overseas which are not subject to privacy obligations equivalent to those applying to HSBC.

3. What happens to my Personal Information?

- You agree that any Personal Information provided by you or otherwise lawfully obtained by a Recipient may be used and disclosed by any Recipient and Service Provider (and its contractors):
- to assess and process your application for a HSBC credit card;
 - for any purpose related to the provision of credit to you and to carry out any associated payments, administration and account services;
 - to assess any application you make for a different product or service;

- to promote, facilitate and manage the provision of any other HSBC products or services to you (including those products and services offered by others on HSBC's behalf, for instance Repayment Protection Insurance);
- to maintain, administer and update any other product or service the Recipient provides to you;
- to link any other product or service to your HSBC credit card;
- for planning, product development and research purposes and to seek your feedback on the products and services offered by Recipients;
- to identify and develop products or services that may interest you and to market them to you (unless you ask the Recipient not to);
- to analyse transaction details and transaction history to build peer/individual group profiling to enable a Recipient to compare your account and behaviours with your peer groups;
- to detect fraud or money laundering activities or terrorist finance activities and comply with other legislative requirements; and
- to facilitate any transactions entered into between you and a Recipient and/or any transactions entered into or performed by a Recipient at your or any Authorised Signatory's request and for or on your or any Authorised Signatory's behalf.

4. Authority in relation to Credit Information

(a) In addition to the above, you authorise HSBC and any other Recipient which is a credit provider or deemed to be a credit provider in respect of you to give Credit Information about you, and information about your commercial activities and commercial credit worthiness, to, and obtain it from, the following:

- credit reporting agencies;
- any third party (such as your employer/accountant) to check that information given is correct;
- another credit provider from which it may seek information (for example, to assess this application and other applications you make, to conduct subsequent reviews of credit provided to you, and to assist you to avoid defaulting on your credit obligations), from whom you may seek credit (for example, to notify of a default by you, to assess your credit worthiness or to ascertain the status of your credit arrangements where you are in default), or to whom it may assign your credit card;
- debt collection agencies;
- your insurers;
- any Authorised Signatory; and
- where it decides to sell or merge any aspect of its business, any person considering purchasing or who purchases, funds or manages that business or an interest in your credit card account and their advisers.

(b) HSBC will also conduct periodic reviews of your credit arrangements after HSBC has provided you with a HSBC credit card. To do this, HSBC will give your Personal Information to, and obtain a credit report from, a credit reporting agency. You authorise HSBC, and any other Recipient which is a credit provider or deemed to be a credit provider in respect of you, to obtain a consumer credit report, together with any other reports in respect of your credit worthiness, for this purpose.

5. If your application is refused

(a) If this application for credit is refused a reason will not be given unless the refusal is based on an adverse credit report.

(b) Any Personal Information you have provided may be retained even though your application has been refused.

6. How is Personal Information Stored?

You acknowledge that Personal Information may be stored or processed overseas. Whether it is used, stored or processed in Australia or elsewhere in the world, the Personal Information will be protected by strict confidentiality and security, to which all Recipients and their staff are subject, and will only be used in accordance with and for the purposes set out in this document unless otherwise required or allowed.

7. Your access to Personal Information

You understand that you can access most Personal Information about you held by HSBC, by contacting HSBC on 132 152. A fee might be payable to access any Personal Information.

Members of the HSBC Group would like to contact you from time to time with various product offers and special promotions. This may happen via mail, telephone, or electronic communications including email or short message service (SMS). If you do not wish to receive this information, you may tell us by telephoning us on 1300 308 008 or writing to us at HSBC Bank Australia Limited, Marketing Department, GPO Box 5302, Sydney NSW 2001.

HSBC Qantas Rewards

If I have elected to enroll in HSBC Qantas Rewards, I authorise HSBC and Qantas Airways Limited ABN 16 009 661 901 to exchange, disclose, use, collect and store my membership account information (including membership number and full name) and personal information (including full name, date of birth and residential address) to confirm my program membership and facilitate the crediting of points to my Qantas Frequent Flyer account.



Balance Transfer Terms and Conditions

1. HSBC reserves the right to reduce the amount of the balance transfer request in accordance with the credit limit assigned to your application.
2. Balance Transfer requests will only be accepted from non-HSBC credit cards and store cards. Credit cards must be in Australian currency.
3. Please continue making payments to the designated credit providing companies until you receive confirmation from those companies that the transferred amount has been credited to them on a future statement.
4. If you ask us to transfer more than one balance, we will transfer the highest balance first down to your lowest balance up to your available credit.
5. Balance Transfers will attract interest from the day HSBC process the transfer.
6. After the Balance Transfer promotional period has ended, any balance outstanding from the Balance Transfer will accrue interest at the Interest Rate for Cash Advances. For more information on current rates, please visit www.hsbc.com.au
7. Only one Balance Transfer form will be transferred at the promotional rate. All subsequent balance transfer requests will be subject to the balance transfer rate current at the time. Call 132 152 for details.
8. Any fees and charges (including interest) which relate to your nominated account will be your responsibility.
9. HSBC will allocate payments we receive from you to pay off the portion of your balance which attracts the highest interest rate first and subsequently to portions of your balance attracting lower interest rates. This may mean applying any and all payments made to your HSBC Credit Card account to pay off other transactions such as purchases and cash advances before any balance transfer amount.
10. To be eligible for any introductory balance transfer rate, the balance transfer request must be completed at the time of applying for any new HSBC credit card.

New Applications

HSBC Cardholders who have previously cancelled the same card type as the new card they are applying for may not be entitled to any promotional offers.

Authorisation

I acknowledge that I have read the privacy consent and declaration provided above, and declare that the details contained in my application are true and correct. I acknowledge that I have viewed the Key Facts Sheet related to this product prior to submitting my application.

I declare that my sole requirement and objective in taking out this credit card are to obtain a general purpose transaction facility, to facilitate my future personal, domestic or household purchases.