



## BSN HAPPY REWARDS PROGRAMME TERMS AND CONDITIONS

### 1. DEFINITIONS

- (a) **“BSN”** means Bank Simpanan Nasional having its main office at Wisma BSN, 117 Jalan Ampang, 50450 Kuala Lumpur.
- (b) **“BSN Happy Rewards Website”** means [www.bsnhappyrewards.com.my](http://www.bsnhappyrewards.com.my)
- (c) **“BSN Official Website”** means [www.mybsn.com.my](http://www.mybsn.com.my)
- (d) **“Business day”** means a business day (excluding Saturdays, Sundays and Public Holidays) on which BSN is open for business in Kuala Lumpur.
- (e) **“Card(s)”** means all Credit Card/-i issued by BSN.
- (f) **“Card Account”** means the account of a Cardmember maintained at BSN pursuant to this Agreement.
- (g) **“Cardmember(s)”** means the person to whom the Card is issued by BSN.
- (h) **“FFP”** means Frequent Flyer Programme(s) offered or made available by Participating Airlines which Cardmembers can apply for from the respective Participating Airlines.
- (i) **“FFP Miles”** means Frequent Flyer Programme on Participating Airlines Frequent Flyer Programme(s) which Cardmember can redeem with their Happy Points.
- (j) **“Gift Reward(s)”** means the rewards under the Programme which includes goods, vouchers, products and/or any other privileges contained in BSN Happy Rewards Programme Catalogue and/or at our BSN Happy Rewards Website.
- (k) **“Happy Points”** means Points earned by Cardmembers through the BSN Happy Rewards Programme.
- (l) **“Happy Rewards Programme”** means a programme which allows Cardmembers to accumulate Happy Points on their card spending and Happy Points can be redeemed for a wide selection of products and rewards.
- (m) **“Participating Airlines”** means the airline company from which Cardmembers will redeem the FFP Miles with their Happy Points.

## **2. ELIGIBILITY & PARTICIPATION**

- 2.1 BSN Happy Rewards Programme (“Programme”) is open to all Cardmembers where the Card Accounts must be valid, good standing, not closed, cancelled, suspended or terminated by BSN in order to participate in the Programme.
- 2.2 Principal or Supplementary Cardmember of AIAFAM-BSN Visa Platinum Business Credit Card are not eligible to participate in this Programme.

## **3. HAPPY POINTS EARNED**

- 3.1 Happy Points earned by Cardmembers via the Qualified Retail Transactions must be for purposes of personal consumption only, i.e. non-business and non-commercial related consumption charged to their Card Account in accordance with the provisions herein. BSN reserves the right not to award Happy Points on retail spends which BSN deems to be purchased made for business and commercial purpose.
- 3.2 The Qualified Retail Transaction refers to retail transactions made locally and overseas, including online transactions.
- 3.3 Happy Points are non-transferable to any other person/third party account and non-exchangeable for cash, credit, cheque or in any kind.
- 3.4 The following transactions shall not qualify for allocation of Happy Points:-
- (a) Cash Advances/Cash Withdrawals/Cash Back;
  - (b) BSN Balance Transfer Programme/ BSN 0% EasyPay Plan/ BSN Instalment-Pay Plan/ BSN EasyCash Plan;
  - (c) Payment of annual fees, interest/finance charges, late payment charges, cash advance fees, processing fees and other miscellaneous charges, fees and/or penalties whether imposed by BSN or otherwise;
  - (d) Reversals/Refunds;
  - (e) Disputed, Unauthorised and/or Fraudulent Retail Transactions;
  - (f) Split and/or Void Transactions;
  - (g) Government Service Tax and other taxes imposed by law;

- (h) Premium for Credit Shield or Credit Card Protector or any other credit insurance;
- (i) Payment of rates, charges, fines to Governmental, statutory and judicial bodies;
- (j) Transactions performed at the petrol stations.

BSN reserves the right to vary these transaction categories, with at least twenty one (21) calendar days prior notice to Cardmembers via BSN's website or any other channel(s) deemed fit by BSN.

- 3.5 Happy Points are awarded to the Cardmembers based on the total Ringgit Malaysia ("RM") amount of retail purchases (within and/or outside Malaysia) charged to the Cardmembers' Card and reflected in the monthly Card statement:-
- (a) Every RM1.00 - one (1) Happy Point (for retail transactions within Malaysia, paid in Malaysian Ringgit (RM))
  - (b) Every RM1.00 - two (2) Happy Points (for retail transactions outside Malaysia, paid in foreign currency)

The accumulation rate of one (1) Happy Point or two (2) Happy Points for every RM1.00 may be subject to change from time to time as determined by BSN. Happy Points earned in respect of retail purchases transacted outside Malaysia will be calculated based on the RM equivalent of the transacted sum.

- 3.6 If a Cardmember has more than one (1) Principal Card, Happy Points accumulated for each Card can be combined to redeem the Gift Rewards.
- 3.7 In case where a replacement Card is issued, the accumulated Happy Points earned in the old Card will be automatically transferred to the new Card Account. Any redemption requested by the Cardmember will only be processed upon issuance of the new Card.
- 3.8 If Cardmember cancels any Principal Card Account with BSN for any reason whatsoever, any Happy Points accrued to such Principal Card Account(s) including

Supplementary Card Accounts issued under such Principal Card Account(s) will be forfeited and will not be eligible for any conversion or redemption of the Happy Points.

**4. EXPIRATION OF HAPPY POINTS**

4.1 Effective 1<sup>st</sup> June 2016, Happy Points will have three (3) years expiration period. Happy Points earned in a particular month are valid until the end of the third (3<sup>rd</sup>) year of the calendar month. Below is a sample table depicting the Happy Points accumulated and the applicable expiry date:

| Year                               | Happy Points Accumulation                    | Happy Points Expiry            |
|------------------------------------|--|--------------------------------|
| Prior to 31 <sup>st</sup> May 2016 | Up to 31 <sup>st</sup> May                   | 31 <sup>st</sup> May 2019      |
| June 2016                          | 1 <sup>st</sup> to 30 <sup>th</sup> June     | 30 <sup>th</sup> June 2019     |
| December 2017                      | 1 <sup>st</sup> to 31 <sup>st</sup> December | 31 <sup>st</sup> December 2020 |

4.2 All Happy Points should be redeemed prior to the expiry date. There will be no extension period given to any expired Happy Points.

4.3 Cardmembers will be notified of the number of Happy Points accumulated in the monthly Card statement. Happy Points balance are also available via the following channels:-

- (a) Contact our Customer Service Centre at 1300 88 1900 or +603-2613 1900 (overseas)

4.4 BSN reserves the right to change, from time to time, the Happy Points expiry date by giving the Cardmembers at least twenty one (21) days prior notice via BSN’s website or any other channel(s) deemed fit by BSN.

**5. HAPPY POINTS REDEMPTION**

5.1 Cardmember’s accounts must be in good standing (currently not overdue in payment), not closed, cancelled, suspended or terminated by BSN or Cardmember at the time of redemption request.

- 5.2 Happy Points accumulated in the Principal and Supplementary Cardmember's Card Account can only be redeemed by the Principal Cardmember.
- 5.3 Happy Points are only valid for redemption after the Happy Points have been awarded and displayed in the Cardmember's Statement of Account.
- 5.4 Happy Points accumulated may be used to redeem the Gift Rewards as well as for redemption of FFP Miles and BSN Sijil Simpanan Premium (BSN SSP) featured in the BSN Happy Rewards Catalogue ("Catalogue") that is published at BSN Happy Rewards Website subject to the terms and condition contained herein.
- 5.5 Cardmember may use their accumulated Happy Points to redeem the Gift Reward(s) using any combination of the following available options which have been specifically mentioned for each Gift Reward(s):-
- (a) Full redemption via Happy Points; or
  - (b) Partial redemption of Happy Points with Cash Payment; or
  - (c) Partial redemption of Happy Points with Installment Plan.
- 5.6 If a Cardmember chooses the Gift Rewards redemption option provided, the portion that requires amount to be payable will be charged to the Cardmember's Card Account.
- 5.7 The Cardmember authorises BSN to debit from Cardmember's Account for the amount payable if the Cardmember decides to opt for the redemption option stated in clause 5.5.
- 5.8 Cardmembers may redeem Gift Rewards via the following channels:-
- (a) Complete the BSN Happy Rewards redemption form which is made available at any BSN branch or BSN Official Website and
    - (i) fax to 03- 2162 2659, or
    - (ii) e-mail to: [cardservices@bsn.com.my](mailto:cardservices@bsn.com.my), or
    - (iii) send by mail to:  
**Bank Simpanan Nasional**

**Redemption Unit, Cards Business Department**  
**Ground Floor, Block A**  
**No 117, Jalan Ampang**  
**50450 Kuala Lumpur**

- 5.9 The completed BSN Happy Rewards redemption form must be submitted by Cardmember and once accepted by BSN, the redemption form STRICTLY CANNOT be revoked, cancelled, returned or exchanged. All Happy Points used in the Programme will not be credited into the Cardmember's account.
- 5.10 BSN reserves the right to change the conversion rate of the Happy Points of any goods or services within the Catalogue, with at least twenty one (21) calendar days prior notice to Cardmembers via BSN's website or any other channel(s) deemed fit by BSN. BSN reserves the right and as it deems fit to allow the redemption of Happy Points at the same conversion rate if such redemption was made prior to such notice.

**6. GIFT REWARDS**

- 6.1 BSN gives no representation or warranty with respect to any goods or services provided under the Catalogue in particular, the quality of such goods or services received. Any dispute in relation to the goods and/or services under the Catalogue shall be settled between the Cardmember and the participating manufacturer or supplier. BSN will bear no responsibility whatsoever for resolving such disputes.
- 6.2 Gift Rewards are not exchangeable for other rewards or transferable for cash or credit under any circumstances.
- 6.3 Gift Rewards are available while stocks last. BSN reserves the right without giving any prior notice or assigning any reason whatsoever to the Cardmembers, to discontinue and/or withdraw such Gift Rewards featured in the Catalogue at any time at its discretion. In the event that the Cardmember's choice of Gift Reward is unavailable because the item(s) is/are temporarily out of stock or have been

discontinued, the manufacturer or supplier reserves the right to replace the Gift Rewards with a substitute of equivalent or greater value.

- 6.4 BSN will not be liable for any death, injury, claims, direct or consequential loss, theft, expenses or damages of whatever nature that the Cardmember may suffer arising from the redemption of both tangible and intangible Gift Rewards.
- 6.5 There is no "TRIAL PERIOD" for all Gift Rewards from this Programme. As such, Cardmembers are required to inspect the items immediately upon receipt of the items redeemed.

## **7. DELIVERY OF GIFT REWARDS**

- 7.1 Delivery of the Gift Rewards shall be made to the Cardmember's address furnished by the Cardmember in the BSN Happy Rewards redemption order.
- 7.2 No delivery of any of the Gift Rewards will be made to a P.O. Box address, 'Free Trade Zone' addresses, addresses not serviced by courier providers or addresses outside Malaysia.
- 7.3 The Gift Rewards will be delivered within three (3) to four (4) weeks (taking into account any unforeseen circumstances) after receipt of the Cardmember's completed BSN Happy Rewards redemption order. Proof of sending the BSN Happy Rewards redemption order is not proof of receipt by BSN.
- 7.4 Delivery of the Gift Reward is deemed made against a written acknowledgement of receipt of the Gift Reward and of satisfaction with its physical condition by any occupant or recipient at the address of delivery and where such address is an office address, by any member or recipient at the office. Such acknowledgements shall be deemed to be the acknowledgement by the Cardmember and BSN assumes no responsibility thereafter.
- 7.5 If the Gift Reward is returned to BSN undelivered due to non-acknowledgement of receipt by the addressee or due to invalid or incorrect address furnished by the

Cardmember, BSN may (but is not obliged to) resend the Gift Reward provided that the costs incurred in resending the Gift Reward shall be borne by the Cardmember.

- 7.6 In the event that the Gift Reward is still returned to BSN undelivered after the second attempt of delivery, BSN shall not be obliged to further send or deliver the said Gift Reward. Thereafter, it shall be the duty of the Cardmember to claim the Gift Reward from BSN.
- 7.7 BSN reserves the right to impose courier charges on the Cardmember's Account for any re-direction of delivery address from the original stated delivery address.
- 7.8 All Gift Rewards supplied will be covered by the manufacturer or supplier's normal terms of business. Except where the law provides otherwise, BSN will not be responsible for the quality or suitability of the goods or services or for any delay in delivery.
- 7.9 Any request by Cardmembers for any change, cancellation or return of any of the Gift Rewards will not be entertained once accepted and acknowledged by Cardmembers except and unless Gift Rewards received in the circumstance as below and reported within the timeline given from the date receipt.
- (a) Defective due to delivery (broken/dented):-
- (i) Please call BSN Customer Service within three (3) business days from the date received of Gift Rewards to report on the damage, or
  - (ii) Return the item(s) to BSN Redemption Unit, Cards Business Department, Ground Floor Block A, No 117, Jalan Ampang, 50450 Kuala Lumpur within three (3) business days from the date received of Gift Rewards. Any claims made after three (3) business days period will not be entertained.
  - (iii) Customer Service Professional will arrange respective merchant/supplier to contact customer.
- (b) Defective due to manufacturing:-



- (i) There is a warranty card enclosed, kindly call the respective company directly.

7.10 BSN hereby reserves the right to appoint any relevant parties for the delivery of the goods to Cardmembers. BSN may process Cardmember's information for purposes relating to the Programme and disclose pertinent information to the third party to facilitate delivery of the Gift Reward.

## **8. TERMS AND CONDITION FOR REDEMPTION AND CONVERSION OF HAPPY POINTS TO FFP MILES AND BSN SSP**

### **8.1 Frequent Flyer Programme (FFP) Miles**

- (a) Cardmember MUST have a valid Frequent Flyer membership account.
- (b) Only Cardmembers who have successfully registered with the Participating Airlines/Airline's FFP will be entitled to redeem Happy Points for FFP Miles.
- (c) Cardmembers who wish to register may do so by completing the Membership Application Form, which is available at the respective airline's offices or download through their corporate website.
- (d) Cardmembers are subject to and must comply with the terms and conditions of the relevant Participating Airlines' FFP that in turn will be governed by the terms and conditions, rules, regulations, policies and procedures of the Airline.
- (e) The redemption and/or conversion of Happy Points to FFP Miles will take approximately fourteen (14) business days from the date of BSN's receipt of the BSN Happy Rewards redemption order.
- (f) BSN shall not revise and/or reverse any successful redemption and/or conversion of Happy Points to FFP Miles.
- (g) If the transfer of Happy Points is not successful/rejected, BSN will not be obliged to effect a manual transfer.

### **8.2 BSN Sijil Simpanan Premium (BSN SSP)**

- (a) Cardmembers MUST have a valid savings account BSN Giro/-i.
- (b) Cardmembers MUST open a BSN Giro/-i account in the event Cardmembers do not have an account.

- (c) The redemption and/or conversion of Happy Points to BSN SSP will take approximately fourteen (14) business days from the date of BSN's receipt of the BSN Happy Rewards redemption order.
- (d) BSN shall not revise and/or reverse any successful redemption and/or conversion of Happy Points to BSN SSP.
- (e) If the transfer of Happy Points is not successful/rejected, BSN will not be obliged to effect a manual transfer.

## **9. GENERAL TERMS AND CONDITIONS**

9.1 By participating in this Programme, the Cardmembers agree:-

- (a) To be bound by these Terms & Conditions (T&Cs) of the Programme and/or any other relevant T&Cs that BSN may impose from time to time.
- (b) To access to BSN Happy Rewards Website on regular basis to ensure that the Cardmembers are up-to-date with any change or variation made to the T&Cs.
- (c) All BSN's decisions on all matters relating to the Programme shall be final, conclusive and binding on all Cardmembers. No further correspondence and/or appeal to dispute the same will be entertained.

9.2 Cardmembers also agree and consent to their personal details including without limitation to personal data or information being collected, processed and used and/or disclose by BSN to the relevant third parties including but not limited to the participating suppliers, merchants and/or manufacturer for the purposes of the Programme and other promotional purposes related to products, services or communication of BSN.

9.3 Cardmembers hereby expressly provide consent to BSN, at its discretion, publishing and/or displaying materials and/or any information including but not limited to the names and/or photographs of the Cardmembers for current and future advertising and promotional purposes in any manner that BSN deem appropriate.

9.4 BSN reserves the right to vary, delete, cancel, revise, add or amend any of these Terms and Conditions contained herein and this Programme, wholly or in part at

any time it deems necessary at its absolute discretion by giving at least twenty one (21) calendar days prior notice via BSN's website or any other channel(s) deemed fit by BSN.

- 9.5 Any such variation, deletion, cancellation, addition, termination or suspension of the Terms and Conditions and this Programme will not entitle any Cardmember to any claim or compensation against BSN.
- 9.6 BSN reserves the right to suspend or terminate the Programme at any time it deems necessary at its absolute discretion by notification to Cardmembers by giving at least twenty one (21) calendar days via BSN's website or any other channel(s) deemed fit by BSN.
- 9.7 In the event BSN intends to terminate the Programme for whatsoever reason, the Cardmembers may redeem any outstanding Happy Points within twenty one (21) calendar days of the termination notice date. All outstanding Happy Points will be automatically cancelled upon the expiry of the twenty one (21) calendar days period.
- 9.8 BSN will not be responsible for any delay in the posting of the transactions and/or accrual of Happy Points that are done during the Programme.
- 9.9 BSN shall not be responsible and/or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Cardmembers resulting directly or indirectly from the Cardmembers' participation in the Programme or otherwise. Furthermore, BSN shall not be liable for any default of its obligation under the Programme due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of BSN.
- 9.10 These T&Cs shall be governed and construed in accordance by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.