



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

## **3. HAPPY POINTS EARNED**

- 3.1 Happy Points earned by Cardmembers via Qualified Retail Transactions must be for the 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 the Happy Points on retail spends which BSN deems that it is a purchase made for business and commercial purposes.
- 3.2 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 are non-exchangeable for cash, credit, cheque or in any kind.
- 3.4 The following transactions shall not be qualified for 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/management fee, 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/contribution for Credit Shield or Credit Card Protector or any other credit insurance/takaful;
- (i) Payment of rates, charges, fines to the 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 Official Website or any other channel(s) deemed fit by BSN.

- 3.5 Happy Points are awarded to Cardmembers based on 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 subjected to change from time to time as determined by BSN. Happy Points earned in respect of the retail purchases transacted outside Malaysia will be calculated based on RM equivalent of the transacted sum.

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

3.8 If Cardmember cancels any of the 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 Happy Points.

#### 4. EXPIRATION OF HAPPY POINTS

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

Year	Happy Points Accumulation	Happy Points Expiration
Prior to 31 <sup>st</sup> May 2016	Up to 31 <sup>st</sup> May	On 31 <sup>st</sup> May 2019
June 2016	From 1 <sup>st</sup> to 30 <sup>th</sup> June	On 30 <sup>th</sup> June 2019
December 2017	From 1 <sup>st</sup> to 31 <sup>st</sup> December	On 31 <sup>st</sup> December 2020
July 2020	From 1 <sup>st</sup> to 31 <sup>st</sup> July	On 31 <sup>st</sup> July 2023

*Table: Illustration on Happy Points accumulated and the expiry date*

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

4.3 Cardmembers will be notified of the number of Happy Points accumulated in 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 Cardmembers at least twenty one (21) days prior notice via BSN Official 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 time of redemption request.
- 5.2 Happy Points accumulated in Principal and Supplementary Cardmember's Card Account can only be redeemed by Principal Cardmember.
- 5.3 Happy Points are only valid for redemption after Happy Points have been awarded and displayed in Cardmember's Statement of Account.
- 5.4 Happy Points accumulated may be used to redeem Gift Rewards as well as for redemption of FFP Miles and BSN Sijil Simpanan Premium (BSN SSP) featured in BSN Happy Rewards Catalogue ("Catalogue") that is published at BSN Happy Rewards Website subject to terms and condition contained herein.
- 5.5 Cardmember may use their accumulated Happy Points to redeem for Gift Reward(s) by using any of the following available options combination which have been specifically mentioned for each of the 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 Instalment-Pay Plan.
- 5.6 If Cardmember chooses any of the Gift Rewards redemption option provided, the portion that requires the amount to be paid will be charged to Cardmember's Card Account.
- 5.7 Cardmember authorises BSN to debit from Cardmember's Account for the amount payable if Cardmember decides to opt for redemption option stated in Clause 5.5.

- 5.8 Cardmembers may redeem Gift Rewards via the following channels:-
- (a) Complete BSN Happy Rewards redemption form which is made available at any of the BSN branch or BSN Official Website and
    - (i) fax to 03- 2162 2659, or
    - (ii) e-mail to: 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 is STRICTLY NOT ALLOWED to be revoked, cancelled, returned or exchanged. All of the Happy Points used will not be credited back into the Cardmember's account.

5.10 BSN reserves the right to change the conversion rate of Happy Points of any goods or services within the Catalogue, with at least twenty one (21) calendar days prior notice to Cardmembers via BSN Official Website or any other channel(s) deemed fit by BSN. BSN reserves the right and as it deems fit to allow 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 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 Cardmembers, to discontinue and/or withdraw such Gift Rewards featured in the Catalogue at any time at its discretion. In the event that 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 Cardmember may suffer arising from redemption of both of the 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 items redeemed.

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

- 7.1 Delivery of Gift Rewards shall be made to Cardmember's address furnished by Cardmember in BSN Happy Rewards redemption order.
- 7.2 No delivery of 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 Gift Rewards will be delivered within three (3) to four (4) weeks (taking into account any unforeseen circumstances) after receipt of Cardmember's completed BSN Happy Rewards redemption order. The proof of sending of BSN Happy Rewards redemption order is not a proof of receipt by BSN.

- 7.4 Delivery of Gift Reward is deemed made against a written acknowledgement of receipt and of the satisfaction with its physical condition by any of the occupant or recipient at the address of delivery and where such address is an office address, by any of the member or recipient at the office. Such acknowledgements shall be deemed to be the acknowledgement by Cardmember and BSN assumes no responsibility thereafter.
- 7.5 If 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 Cardmember, BSN may (but is not obliged to) resend the Gift Reward provided that the costs incurred in resending shall be borne by Cardmember.
- 7.6 In the event that the Gift Reward is still returned to BSN undelivered after 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 Cardmember to claim the Gift Reward from BSN.
- 7.7 BSN reserves the right to impose courier charges on Cardmember's Account for any re-direction of the delivery address from the originally 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 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 Gift Rewards will not be entertained once accepted and acknowledged by Cardmembers except and unless the Gift Rewards received in circumstances as below and reported within timeline given from date of receipt.



- (a) Defective due to delivery (broken/dented):-
  - (i) Please call BSN Customer Service within three (3) business days from date of receipt of Gift Rewards to make 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 date of receipt of Gift Rewards. Any claims made after three (3) business days period shall not be entertained.
  - (iii) Customer Service Professional will arrange with 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 of the relevant parties for delivery of goods to Cardmembers. BSN may process Cardmember's information for purposes relating to the Programme and disclose pertinent information to third party to facilitate delivery of Gift Reward.

## **8. TERMS AND CONDITIONS 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 subjected to and must comply with terms and conditions of the relevant Participating Airlines' FFP that will be governed by the terms and conditions, rules, regulations, policies and procedures of the Airline (s).

- (e) Redemption and/or conversion of Happy Points to FFP Miles will take approximately fourteen (14) business days from 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 transfer of Happy Points is not successful/rejected, BSN will not be obliged to effect manual transfer.

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

- (a) Cardmembers MUST have a valid savings account of BSN Giro/-i.
- (b) Cardmembers MUST open a BSN Giro/-i account in the event Cardmembers do not have an account.
- (c) Redemption and/or conversion of Happy Points to BSN SSP will take approximately fourteen (14) business days from 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 transfer of Happy Points is not successful/rejected, BSN will not be obliged to effect manual transfer.

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

9.1 By participating in this Programme, Cardmembers agree:-

- (a) To be bound by these Terms and Conditions (T&Cs) of the Programme and/or any other relevant Terms and Conditions that BSN may impose from time to time.
- (b) To access to BSN Happy Rewards Website on regular basis to ensure that Cardmembers are up-to-date with any change or variation made to the Terms and Conditions.
- (c) BSN's decisions pertaining to all matters relating to the Programme shall be final, conclusive and binding on all Cardmembers. No further correspondence and/or appeal to dispute 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 disclosed by BSN to the relevant third parties including but not limited to the participating suppliers, merchants and/or manufacturer for purposes of the Programme. All such third parties are contractually obliged not to use the Cardmembers' personal data except in the manner set forth herein.
- 9.3 Under the laws of Malaysia, the right of Cardmember pertaining to personal data includes:
- (a) Right to withdraw consent for use of personal data at any time by contacting BSN at the contact details mentioned below by providing BSN with Cardmembers' name and email address for removal of the said personal data;
  - (b) Right to obtain a copy of the personal data which BSN hold; and
  - (c) Right to correct inaccurate personal data.
- 9.4 Cardmembers may refer to BSN's Official Website or call BSN helpline at 1-300-88-1900 for any information pertaining to data protection or legal rights.
- 9.5 BSN will take reasonable precautions to keep Cardmembers' personal data secure and requires third party processors to do the same. However, BSN might disclose Cardmembers' personal data if required by law, search warrant, subpoena or court order.
- 9.6 Any matter to personal data relating to this Programme shall be governed by and dealt with in Personal Data Protection Act 2010 and any relevant laws in Malaysia.
- 9.7 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.

- 9.8 Any such variation, deletion, cancellation, revision, addition, termination or suspension of Terms and Conditions in this Programme will not entitle Cardmember to any claim or compensation against BSN.
- 9.9 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.
- 9.10 In the event BSN intends to terminate the Programme for whatsoever reason, Cardmembers may redeem any of the outstanding Happy Points within twenty one (21) calendar days from the termination notice date. All outstanding Happy Points will be automatically cancelled upon expiry of the twenty one (21) calendar days period.
- 9.11 BSN will not be responsible for any delay in the posting of transactions and/or accrual of Happy Points that are done during the Programme.
- 9.12 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 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 reasonable control by BSN.
- 9.13 These Terms and Conditions shall be governed and construed in accordance by Laws of Malaysia and subject to the exclusive jurisdiction of Courts of Malaysia.