



## TERMS AND CONDITIONS

### **“RECEIVE SALARY, SPEND ON HSBC CARDS AND EARN CASHBACK”**

*(These Terms and Conditions take effect from 01 February 2024)*

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Notice: Customers are advised to note that by participating in this Promotion or accepting the promotional benefits offered by the program, it means that Customers have read, understood and accepted these Terms and Conditions.

1. The **“Receive Salary, Spend on HSBC Cards and Earn Cashback”** Promotion (the **“Promotion”**) is applied at all HSBC Bank (Vietnam) Ltd. (**“HSBC”** or **“Bank”**) branches and takes effect from **01/02/2024 to 30/06/2024** (the **“Promotion Period”**).

2. **Eligible Customers:**

This Promotion is applicable for Customers who satisfy all of the following conditions during the Promotion Period:

a. Holds the following products/services:

- i. HSBC TravelOne Credit Card;
- ii. HSBC Visa Platinum Online Credit Card;
- iii. HSBC Visa Platinum Cash Back Credit Card;

(these cards shall be referred to as **“Credit Card”**, Customers who hold the Credit Card shall be referred to as **“Card Holder”**)

b. Receives email invitation from HSBC to join the Promotion and complete the registration to take part in the Promotion by pre-formatted email reply to the aforementioned invitation;

c. Holds at least one active Transactional Account (\*) at HSBC and receives eligible Salary Inward Payments from **VND 10.000.000** (ten million) via the Account;

(\*) The following accounts shall be referred to as **“Transactional Account”** or **“Account”**, Customers who hold the Accounts shall be referred to as **“Account Holder”** in these Terms and Conditions:

- i. HSBC Current Account;
  - ii. HSBC Savings Account;
- d. Has eligible Spending Transactions on HSBC Debit Card (shall be referred to as **“Debit Card”**) and/or Credit Card in the month(s) of having eligible Salary Inward Payments;
- e. Makes bill payments by Debit Card or Credit Card via Online Banking or Mobile Banking in the month(s) of having eligible Salary Inward Payments;

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- f. Maintains monthly total relationship balance from **VND 5.000.000** (five million) in the month(s) of having eligible Salary Inward Payments. Total relationship balance is calculated by adding up the average daily balances of the Customer's accounts in the calendar month;
  - g. Opt in push notification on Mobile Banking for spending transactions of Credit Card.
3. **This Promotion is not applicable to:** HSBC staff.
4. **Details of the Promotion:**
- a. Rewards:
    - i. Each eligible Customer on monthly basis shall receive 5% cashback (maximum **VND 200.000** (two hundred) per month) to their Transactional Account. The cashback will be calculated on eligible Spending Transactions on Debit Card and/or Credit Card. The cashback from the eligible Spending Transactions shall be calculated following the below priority:
      - a) From the transactions on Debit Card;
      - b) From the transactions on Credit Card.
    - ii. Rewards will be allocated with priority to the **first 166** (one hundred and sixty six) **Customers** who register to join the Promotion and satisfy all conditions of the Promotion, or until the budget of the Promotion has been used up, whichever comes first.
  - b. Registration: Customers who receive email invitation from HSBC to join the Promotion must respond to the email by pre-formatted reply during the Promotion Period for registration;
5. **Regulations on rewards:**
- a. Each eligible Customer is entitled to receive the rewards for **3** (three) times maximum during the Promotion Period;
  - b. Each eligible Customer will be notified about the rewards via their registered email with the Bank;
  - c. Reward timeline: Cashback will be rewarded no later than **31/07/2024**.
6. **Regulations on eligible Salary Inward Payments:**
- a. Payment narrative is related to "Salary";
  - b. Sending account of the salary payment is from a corporate account;
  - c. Salary amount received in Transactional Account is of minimum **VND 10.000.000** (ten million) per month and recorded on the Bank's system;
  - d. Date, time and number of successful transactions will be based on the records as per HSBC systems;
  - e. The SMS instant alert on transaction completion does not mean that the transaction is successfully posted on HSBC system;
  - f. HSBC reserves the right to request for valid documents and clarification from Account Holders regarding transaction content as well as financial invoices in order to prove that it is an eligible

payment transfer. The Bank also reserves the right to contact senders to verify any suspicious or ineligible transactions. If Customer refuses to fulfil the Bank's request, or should the Bank verify and find that the transactions do not adhere to what is defined as eligible payment transfers, the Bank shall not count these transactions in the total transactions to be considered for the offers;

- g. Cancelled, disputed and/or fraudulent and/or returned/refunded transactions during the Promotion will be excluded from the total number of the eligible Salary Inward Payments;
- h. Total eligible Salary Inward Payments include payment transactions successfully made to HSBC's Transactional Account and shown in the Account Holder's monthly bank statement.

**7. Regulations on eligible Spending Transactions:**

- a. Transactions that are made by Debit Card and/or Credit Card and successfully recorded on HSBC's system no later than **08/07/2024**;
- b. Transactions that are made within the month of eligible Salary Inward Payments receipt, including those occurred before the eligible Salary Inward Payments credited to Customer's Account. Examples are specified below to illustrate different scenarios:
  - i. Example 1: Customer A receives eligible Salary Inward Payments in the Account on February 5<sup>th</sup>, eligible Spending Transactions made in February (from February 1<sup>st</sup> to February 28<sup>th</sup>) will be considered together with the other conditions for rewards for February;
  - ii. Example 2: Customer B receives eligible Salary Inward Payments in the Account on February 28<sup>th</sup>, eligible Spending Transactions made in February (from February 1<sup>st</sup> to February 28<sup>th</sup>) will be considered together with the other conditions for rewards for February;
  - iii. Example 3: Customer C makes eligible Spending Transactions in February, however, eligible Salary Inward Payments are credited to the Account on March 1<sup>st</sup>, the eligible Spending Transactions made in February will not be considered for the rewards of February. Instead, eligible Spending Transactions made in March (from March 1<sup>st</sup> to March 31<sup>st</sup>) will be considered together with the other conditions for rewards for March.
- c. In case the Card Holder is taking part in any promotional programs for newly opened Credit Card ("**Card Opening Offer**"), the Card Holder must first satisfy the eligible spending transaction conditions of the **Card Opening Offer**, then, the Card Holder's remaining spending transactions after satisfying the conditions and being eligible for the rewards of the Card Opening Offer can be considered eligible Spending Transactions for this Promotion. Example:
  - i. Customer D opens a new Credit Card on 28/12/2023. The Customer is entitled to join the Card Opening Offer that requires him to satisfy condition i.e. have eligible spending transactions with minimum amount of VND 5,000,000 within 60 days from the card open date. Only when the

Customer has spent the eligible spending transactions of VND 5,000,000 at minimum to receive the reward from the Card Opening Offer, the accumulated transactions from VND 5,000,001 shall be considered eligible Spending Transactions for this Promotion.

- d. Payment transactions for buying and selling legal goods and services in accordance with Vietnamese law by Card, shall be made at card payment acceptance merchants (POS) or online payment gateways that have registered with VISA card/Mastercard organization;
- e. The date and time of successful transactions will be based on the recording of information stored on HSBC's system;
- f. The transaction SMS notification is not valid to confirm a card transaction has been successfully recorded into HSBC's system;
- g. Each eligible Spending Transaction will be accumulated to calculate the total transaction value amount to be considered for benefits from the Promotion. HSBC reserves the right to contact Card acceptance merchants to verify eligible Spending Transactions, or any suspicious or ineligible transactions. If Customer refuses to fulfil the Bank's request, or should the Bank verify and find that the transactions do not adhere to what is defined as Eligible Payment Transfers, the Bank shall not count these transactions in the total transactions to be considered for the rewards;
- h. Cancelled, disputed, counterfeit and/or refunded transactions during the Promotion period will be deducted from the total amount and value of the eligible Spending Transaction;
- i. Eligible Spending Transactions do not include:
  - i. Card activation transactions, transfers, cash withdrawals in any form (at the counter, at ATMs or at POS machines...);
  - ii. Transactions to top up e-wallets;
  - iii. Transactions related to the payment of fees by HSBC;
  - iv. Bill payments via Internet Banking or HSBC Mobile Banking App;
  - v. Payments/transactions related to alcohol, tobacco, lotteries, medicines for people including those allowed to be circulated, breast milk substitutes, medical examination and treatment services of medical facilities state-owned institutions, educational services of state-owned institutions, state-owned vocational education institutions;
  - vi. Payments/transactions related to goods and services banned from circulation in Vietnam and other goods and services banned from promotion or restricted in accordance with current laws;
  - vii. Transactions involving gambling, betting and other prohibited or illegal activities.

- j. All transactions made in currencies other than Vietnam Dong will be debited to the card upon conversion to Vietnam Dong at the exchange rate determined by reference to the exchange rate issued by VISA card/Mastercard applying on the date the transaction is made.

**8. General Terms and Conditions:**

- a. Total budget of the Promotion is limited to **VND 99.900.000** (ninety nine million and nine hundred thousand);
- b. Information of the Promotion is fully disclosed on HSBC's website at [www.hsbc.com.vn](http://www.hsbc.com.vn);
- c. Email registration must be sent from Customer's registered email address which is recorded on HSBC system. If Customer changed/ updated email address during the Promotion, he/ she would be required to send email address registration again with the new email address;
- d. HSBC reserves the right to reject the request to join the Promotion if:
  - i. Customer's email address is not registered/ updated on HSBC system;
  - ii. Customer's email address is locked or closed during the Promotion;
  - iii. Customer sends registration request beyond the above defined Promotion Period.
- e. After a Customer is eligible to receive rewards, and in the event that his/ her eligible Salary Inward Payments/ Spending Transactions are cancelled, HSBC reserves the right to deduct the reward value from the Customer's Account which will be shown in the Account Holder's monthly statement;
- f. If the Account Holder holds more than 1 (one) Account, the Promotion is only applicable to the Transactional Account;
- g. Eligible Salary Inward Payments can be made to joint Account. However, the reward will be rewarded to the Primary Account Holder;
- h. The Account Holder will lose the right to receive the reward if the Transactional Account is being requested to close or has been closed for any reasons before and/or on the date HSBC processes the reward;
- i. For any matters related to the Promotion, please contact HSBC by:
  - i. Visiting the nearest HSBC branch;
  - ii. Contacting HSBC Contact Centre through [direct@hsbc.com.vn](mailto:direct@hsbc.com.vn) mailbox or call:
    - 1) HSBC Premier: (84 28) 37 247 666 (operating 24/7)
    - 2) HSBC Personal Banking: (84) 28 37 247 247 (the South); (84) 24 62 707 707 (the North)
- j. All decisions of the Bank related to the Promotion are final, official and without notification to the Customers;

- k. These Terms and Conditions are subject to changes at any time as HSBC may deem fit. Changes (if any) shall be notified or registered in accordance with the relevant laws and updated on website of HSBC prior to application;
- l. In the event of force majeure, HSBC must notify the termination of sales promotion programs ahead of time to Customers and competent state management agencies in charge of commerce. Force majeure is an event which could not have been foreseen in normal course of business and which could not be remedied even after taking all possible necessary and admissible measures. Force majeure events include but are not limited to earthquakes, storms, floods, wars, strikes, dismissal, rebellion, pandemic, technical incident, any acts from government or any policies impacting the execution of the campaign or any other objective situations that are unexpected and unrecoverable despite all the necessary actions have been taken within the Bank's acceptable capacity;
- m. In case of any dispute arising out of or in connection with this Promotion, HSBC shall resolve disputes in co-operation with Customers. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws;
- n. These Terms and Conditions shall be applied simultaneously with:
  - i. General Terms and Conditions of Accounts;
  - ii. HSBC Debit Card Terms and Conditions;
  - iii. HSBC Credit Card Terms and Conditions;
  - iv. Cardholder Agreement;
  - v. Terms and Conditions of Online Bill Payment Service.
- o. Terms and conditions of the Promotion shall be governed by the laws of Vietnam. These Terms and Conditions are made in Vietnamese and English. In case of any discrepancy or inconsistency between the English version and Vietnamese version, the Vietnamese version shall prevail.