

TERMS AND CONDITIONS

"ENJOY EXCLUSIVE DINING OFFERS WITH HSBC LIVE+ CREDIT CARD"

(These Terms and Conditions take effect from 21/06/2024)

Customer is advised to note that participating in the Program or accepting the promotional benefits offered by the Program means that Customer has read, understood, and accepted these

- Program name "ENJOY EXCLUSIVE DINING OFFERS WITH HSBC LIVE+ CREDIT CARD" ("Program") applies to a portion of customer of HSBC Group and HSBC Bank (Vietnam) Ltd. ("HSBC" or "Bank"), with period from 21st Jun 2024 to 31st December, 2025 ("Program Period").
- 2 This Program is applicable for Customers who satisfy all of the following conditions:
- 2.1 This Program is applicable for HSBC Cardholders ("Eligible Cardholder" or "Cardholder") who are holding the following credit cards issued by HSBC and HSBC Group. In this Program, HSBC Group stands for HSBC Holding Plc, and/ or any affiliated companies, subsidiaries, affiliated entities of HSBC Holdings plc and branches and offices of HSBC Holdings plc, affiliated companies, subsidiaries, affiliated companies, subsidiaries, affiliated companies, subsidiaries of HSBC Group" have similar meanings. Including:
 - a) HSBC Live + credit card
 - b) HSBC Cash Back credit card (issued by HSBC in India);
 - c) HSBC Visa Platinum Cash Back credit card (issued by HSBC in Indonesia);
 - d) HSBC Advance Visa Platinum credit card (issued by HSBC in Malaysia);
 - e) HSBC Platinum Visa Rebate credit card (issued by HSBC in the Philippines);
 - f) HSBC Visa Platinum credit card (issued by HSBC in Singapore);
 - g) HSBC Visa Platinum Online credit card (issued by HSBC in Vietnam).

(Hereinafter referred to as "Eligible Card" or "Card")

- 2.2 Cardholders, who meet the Terms and Conditions of this Program
- 2.3 The Cardholders, who meet the specific Terms and Conditions applied by the Participating Restaurant for each offer posted on the HSBC Website <u>https://card.apply.hsbc.com.vn/daily-offers/liveplusdining</u> ("**HSBC Website**")
- 2.4 Cardholders whose Cards are not activated need to activate their Cards before participating in the Program.

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2.5 This Program does not apply to:

Before and during the Program Period, the Cardholder pays late fees, card balances at HSBC, or the card is locked for any reason.

3 The Offer of this Program: ("Offer")

- 3.1 All offers listed on the HSBC Website are provided by the Restaurants. For more information about any offers, Customer could refer to the offer details posted on the HSBC Website or direct contact the Participating Restaurant.
- 3.2 List of Participant restaurants are listed on HSBC Website ("**Restaurant**") và these restaurant has fully responsibility applying offers to Cardholders.
- 3.3 Cardholders can enjoy these offers in the form of discounts. Discounts at each Restaurant are listed on the HSBC Website.
- 3.4 These Offers are subject to change or cancellation otherwise stated.
- 3.5 All Offers are subjected to the availability of the Offer and other Terms and Conditions set out by the Restaurant providing the Offer.
- 3.6 Unless otherwise notified, the discount or offer shall not apply to service fees, delivery frees or any other surcharges and applicable taxes, set menus, special sets, nor can it be combined with other Programs or discount cards. , promotional coupons, VIP cards and/or other membership privileges, or as otherwise specified.
- 3.7 The Promotion does not apply on New Year's Eve and holidays in Vietnam, special occasions such as Valentine's Day, Mother's Day, Father's Day and the days on which Restaurants will not apply discounts and promotions that are suspended ("**Blackout**") days specified by the Restaurant. The Restaurant reserves the right to apply additional Blackout days without prior notice.
- 3.8 The Offer, including its attendant benefits, may not be sold, transferred, assigned or exchanged for cash or other products and discounts, or other arrangements outside the scope of Terms and Conditions of the Program.
- 3.9 Offers are only applicable for Customer who are dining or using the service at the Participating Restaurants and paying bill and any additional cost with Eligible Card

4 How to enjoy the Promotion

- 4.1 To enjoy the Promotion, Customer need to follow the above Restaurant's procedures/instructions on HSBC Website or as notified by the Restaurant later.
- 4.2 Normally, to enjoy the Offer, Customers need:
 - a) notify payment using Eligible Card with the Offer when making a reservation; and
 - b) inform about the Offer with the Restaurant when booking and/or before ordering
 - c) use Eligible Card when making payment.

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(conditions may vary depending on Participating Restaurants, Cardholders can find out more detail at HSBC Website before enjoy the offers). Customer can not enjoy the Offer if do not comply with the above requirements.

4.3 Cardholders should check to ensure discounts/ offers have been applied before making payment. HSBC cannot resolve any complaints and requests to apply any discounts/refunds to invoices that have been paid.

5 Other Terms and Conditions:

- 5.1 HSBC reserves the right to terminate Customer's participation in the Offer or Promotion if:
 - a) Customers are not qualified for the Promotion's Terms and Conditions; or
 - b) Customer do not comply with the Terms and Conditions of each Offer;
 - c) Customer is no longer an Eligible Cardholder (account cancelled, etc.); or
- 5.2 The Promotion cannot be replaced with another product, cannot be exchanged for cash or transferred in any form.
- 5.3 Cardholders must pay all amounts and fees arising from the use of services provided by the Participant Restaurants and pay by one of the Eligible Cards as prescribed in Article 2.1.
- 5.4 The Cardholder's Card must be in good condition (Card must not be closed, not in a state of late payment, not suspended or not cancelled) according to the Bank's decision at the time of making an Eligible Transaction. In case the Card is not in good condition for any reason before and on the day of the Eligible Transaction, the Cardholder will lose the right to receive the offer.
- 5.5 HSBC reserve the right to require Cardholders to provide all invoice/ bill/ sales slips or related documents as evidence of an eligible & qualified transactions in the event of disputes, complaint or frauds. If Cardholders cannot provide valid evidence, HSBC will have the right to refuse the request.
- 5.6 Eligible Cardholders who are eligible to participate will be bound by the Terms and Conditions of HSBC Bank Vietnam Limited and the Terms and Conditions applicable separately to each Offers or each Restaurant and General Terms and Conditions apply to this Promotion.
- **5.7** For all matters related to the Promotion, please contact HSBC for resolution.
 - Go to the nearest HSBC branch.
 - Contact our Contact Center via email <u>direct@hsbc.com.vn</u> or call one of the following numbers:
 - HSBC Premier Customer: (84 28) 37 247 666. (*Operating 24/7*)
 - HSBC Visa Platinum/ TravelOne/ Live+ Credit Cardholder: (84 28) 37 247 248 (Operating 24/7)
 - HSBC Personal Banking Customer: (84 28) 37 247 247 (the South) or (84 24) 62 707
 707 (the North). (*Operating 24/7 for lost or stolen card or token, dispute transactions*

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or card related complaints and daily from 8AM to 10PM for other matters. Personal Banking Customers in the Central may call our Contact Center on either the number of the South or the North)

- 6 In case of force majeure, HSBC will notify Customer of the Promotion's termination before the ended date on HSBC Website. A force majeure event is an objective event that is unpredictable and cannot be overcome despite the application of all necessary and permissible measures. Force majeure events include, but are not limited to, earthquakes, floods, wars, strikes, walkouts, riots, epidemics, quarantines, technical failures, any act of government or government. Any policy that affects the implementation of the Promotion or other objective matters that are unpredictable and cannot be overcome despite the application of all necessary and permissible measures have been taken.
- 7 HSBC is not the provider of products, goods, services of Partner. Partner is responsible for issues related to Restaurant service quality, food hygiene and safety and other issues related to products, goods, services provided by Partner to Customer. In case of any dispute arising out of or in connection with this Promotion, HSBC shall resolve disputes in co-operation with Customer. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws.
- 8 These Terms and Conditions apply concurrently with the General Terms and Conditions, Terms and Conditions of HSBC Credit Card Acceptance and HSBC Premier Credit Card Acceptance posted and updated regularly on the HSBC Website (<u>www.hsbc.com.vn</u>).
- **9** These Terms and Conditions are subject to changes at any time as HSBC and Partner may deem fit. Changes (if any) shall be notified or registered in accordance with the relevant laws and updated on website of HSBC and Partner prior to application.
- 10 These Terms and Conditions of this Program are drawn up in English and Vietnamese. In case of any conflict between the English and Vietnamese versions of the Program Terms and Conditions, the Vietnamese version will prevail.

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