

## TERMS AND CONDITIONS

### “HSBC PREMIER REFERRAL PROGRAM”

Customer is advised to note that participating in the programme shall mean that Customer has read, understood and accepted these Terms and Conditions.

#### 1. PROGRAMME INFORMATION

- 1.1. The “HSBC PREMIER REFERRAL PROGRAM” (“**Program**”) is available for all branches of HSBC Bank (Vietnam) Ltd. (“**HSBC**” or “**The Bank**”) at Ho Chi Minh City, Binh Duong, Hanoi and Da Nang and would be in effect from 3<sup>rd</sup> Aug 2023 to 30<sup>th</sup> Sep 2023 (“**Program Period**”).
- 1.2. The Program applies to existing HSBC Premier customers, for:
  - a. referring customers who have never been HSBC Premier customers to successfully open a new HSBC Premier Account (“HSBC Premier Account”); and
  - b. meet all of the following terms and Conditions.
- 1.3. Eligible referrer (“**Referrer**”) meets the following conditions:
  - a. The Referrer confirms the Program participation by filling the requested information in the "HSBC PREMIER REFERRAL PROGRAM" application form in accordance with the HSBC's form (the "Referral Form") and submit the application to HSBC by one (01) of the methods specified in these Terms and Conditions; and
  - b. The referrer can only be an existing HSBC Customer, and
  - c. HSBC staff is excluded as Referrer from this Program.
- 1.4. Eligible Referee is a person who fully meets the following criteria (hereinafter referred to as the “**Referee**”):
  - a. Have not been the Premier customer of HSBC ever; and
  - b. Successfully opens a new HSBC Premier Account By Fund from Aug 3<sup>rd</sup>, 2023 to Sep 30<sup>th</sup> 2023 (both days inclusive) and Maintain a minimum average monthly Total Relationship Balance (TRB) of VND 1 billion or foreign currency equivalent (“Qualified Deposit Conditions” or “Deposit”).
  - c. HSBC staff is not considered as Referee of this Program.

#### 2. PROGRAMME DETAILS

- 2.1. Referral methods
  - a. The Referrer refers the Referee by completing the requested information as specified in the Referral Form and submitting this Form to HSBC by one of two ways as followings:
    - i. By paper form at HSBC Transactions/Branches : Fill and sign the Referral Form and send it to the Referrer's Premier Relationship Manager; or

- ii. By MGM page: Fill and submit the registration at “HSBC PREMIER REFERRAL PROGRAM” via MGM page: [HSBC Premier Referral Program](#)
  - b. Within 03 (three) working days from the date of receiving the referral information, HSBC will call the Referee to confirm the Referrer's information ~~then~~ to introduce and advise Premier products and services offered by HSBC to the Referee..
- 2.2. A (01) referral is considered to be successful (“Successful Referral”) when it meets the following criterias:
- a. The Referrer provides correct and complete information specified in the Referral Form;
  - b. The Referee successfully opens an HSBC Premier Account during the Program Period;
  - c. The Premier account of Referee maintains the Qualified Deposit Condition in accordance with the time regulations of Program;
  - d. Any deposits transferred from the Referrer's account to the Referee's account are not eligible for this Program;
  - e. The referral date must not be later than the date submits the application form to open account;
  - f. For clarification, a Successful Referrals is counted based on the Premier account opened and not on the number of Referees opening the account. For example, if 02 (two) Referees jointly open 01 (one) Premier Joint account, the case will only be counted as 01 (one) Successful Referral;
  - g. In case 02 (two) Referrals refer 01 (one) Referee, it will only be counted as a Successful Referral for the Referrer who submits the application first, according to the date of sending the referral email or the date stated on the Referral Form submitted directly to Premier Relationship Manager.
- 2.3. Offer details
- a. For each Successful Referral, the Referrer will receive an amount of VND 2,000,000 (“Offer” or “Refund”) by cashback to the Referrer's HSBC CASA account or Credit card account.
  - b. The Refund will be given to the Referrer who has their Successful Referral and recognized by the HSBC system during the program period as first come first serve basis, subject to whichever condition comes first.
  - c. There is no limit to the number of referrals per one Referrer if the referral is successful and meets the terms and conditions of the Program.
  - d. The Refund will be shown on the statement after the successful refund date.
  - e. The Referrer will lose the right to receive the Offer if the Referrer's HSBC Credit Card(s)/Account(s) are being requested to be closed or actually closed or the Referrer's account is identified unqualified for any reason before and on the day HSBC refunds. In this case, HSBC reserves the right to clawback the cashback amount by debiting Referrer’s HSBC Credit Card(s)/ Account(s)

- f. HSBC reserves the right to claw back the cashback amount in case we detects Referee's information is inaccurate or fake.
- g. The clawback if any will be reflected in Referrer's next statement cycle.

2.4. Program period details

The date HSBC receives the registration via email / The date stated on the Referral Form (paper form)	03/08/2023 – 30/09/2023, both (02) days inclusive
Time of successfully opening a new HSBC Premier Account recorded by the HSBC system	03/08/2023 – 30/09/2023, both (02) days inclusive
Time of meeting the Deposit condition	03/08/2023 – 31/10/2023, both (02) days inclusive
Notification time	15/11/2023
Refund time	20/11/2023

2.5. Offer general terms and conditions:

- a. The Bank will send a notice to the Referrer who has the Successful Referral to receive the Offer no later than 15<sup>th</sup> Nov, 2023.
- b. Hsbc will collect/ deduct personal income tax (if any) of the Eligible Referer before cashback. Regarding to the temporary personal income tax amount, HSBC will declare and submit to the Tax authority on behalf of the Eligible Referrer. This tax is calculated on the cashback amount based on the VAT invoice paid by HSBC.
- c. The Bank will refund the cashback to the Referrer's CASA account(s) or credit card account(s) no later than 20<sup>th</sup> Nov, 2023 and the Refund will be shown on the bank statement of Referrer's next statement..
- d. The total offer for this Program is 100 and will be rewarded on first come first serve basis, based on the date of sending the Referral Form via email or based on the date on the Referral Form submitted in person at the earliest or Program end date, based on whichever comes earlier.
- e. The Referrer will not receive a refund if the allocated offers run out. The budget of the Program is 200,000,000 VND.

**3. GENERAL TEMRS**

3.1. By completing and submitting the Referral Form, the Referrer:

- a. Undertake and confirm that the Referrer has received the Referee's consent to provide the Referee's information to HSBC;

- b. Agrees and undertakes that the Referee also consent for HSBC to use the Referrer and Referee's information for the purposes of contacting, verifying, referring, introducing, consulting in relation to Program and Products;
  - c. Agrees for HSBC to share your personal information for the purpose of promoting and marketing the Promotion; and
  - d. Accept the Terms and Conditions of this Promotion by default.
- 3.2. HSBC reserves the right to contact the Referrer and Referee via the contact information (including phone number / email) provided by the Referrer upon joining the Program for verification purposes some information and request additional documents if necessary.
- 3.3. HSBC reserves the right to notify the Referee of Program information.
- 3.4. HSBC reserves the right to verify the accuracy and transparency of the referral and reserves the right to refuse the Referrer to enjoy the Offer if the Bank identifies any fraud in the referral, even after the Referee's Premier account opening application is approved and the Premier account is successfully opened for the Referee.
- 3.5. Information about the Promotion is fully published on HSBC's website ([www.hsbc.com.vn](http://www.hsbc.com.vn)) or at transaction office.
- 3.6. The decision of HSBC on all matters relating to the Program are final, conclusive, and binding and no notification will be sent to customer.
- 3.7. If the Referrer and/or Referee has any questions regarding the Program, please contact HSBC before 30<sup>th</sup> Nov 2023 for assistance.
- 3.8. In case of any questions or complaints, customers should contact HSBC by one of the methods below for assistance:
- a. Relationship Manager at the place where customers apply their HSBC Premier account
  - b. HSBC Premier Hotline (+84) 28 37247 666
  - c. HSBC Premier offices in Hanoi, Ho Chi Minh City and Da Nang.
- 3.9. In case of any dispute arising during the Promotion, HSBC will handle the dispute in the most satisfactory way for the Referrer and the Referee. In case the parties fail to reach an agreement, the dispute will be resolved in accordance with Vietnamese law at a competent court.
- 3.10. In case of force majeure, the early termination of the Program HSBC will be publicly notified to customers and to the authorities. A force majeure event is an event that occurs and are objectively is unable to be foreseen and unable to be remedied. Force majeure events include but are not limited to earthquakes, hurricanes, floods, wars, strikes, layoffs, riots, epidemics, quarantines, technical problems, any action or/and policy of government affecting the implementation of the Program or other objective events that cannot be foreseen and remedied despite all necessary and permissible measures have been taken..
- 3.11. These Terms and Conditions apply in conjunction with the Terms and Conditions of the HSBC Premier main account.

- 3.12. 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 HSBC's website prior to effective date.
- 3.13. The Terms and Conditions of this Program are made in English and Vietnamese. In case of any discrepancy or inconsistency between the English and Vietnamese versions, the Vietnamese version shall prevail.

## Appendix 1

### Referral Form

	By e-From	By paper - Form
<b>Title</b>	<b>HSBC PREMIER REFERRAL PROGRAM</b>	<b>HSBC PREMIER REFERRAL PROGRAM</b>
<b>Content</b>	<p><b>A. Referrer's information</b>  Full name:  ID/Passport No:  Full name of your HSBC Premier Relationship Manager:</p> <p><b>B. Referee's information</b></p> <p><b>1. Referee's information 1</b>  Full name:  Phone number:</p> <p><b>2. Referee's information 2</b>  Full name:  Phone number:</p> <p><b>3. Referee's information 3</b>  Full name:  Phone number:</p> <p><b>Customer's Agreement</b></p> <ol style="list-style-type: none"> <li>1. I acknowledge and confirm that mine &amp; Referee's personal information filled in this Referral Form are true, complete, accurate and updated.</li> <li>2. I agree and confirm that I have fully read and understood the Terms and Conditions of this Program.</li> <li>3. I agree that HSBC Bank (Vietnam) Ltd. ("HSBC") can contact me and the Referees to confirm the referral within this Program.</li> <li>4. I acknowledge and confirm that I have read and understood HSBC Privacy Notice published at '<a href="https://www.hsbc.com.vn/en-vn/privacy-and-security/">https://www.hsbc.com.vn/en-vn/privacy-and-security/</a>'. I hereby give my explicit, voluntary, affirmative, unconditional consent for HSBC to process my Personal Data in accordance with the contents of HSBC Privacy Notice.</li> <li>5. I confirm, represent, and warrant that (i) every person whose Personal Data that I (or anyone on my behalf) has provided or will from time to time provide to HSBC or a member of the HSBC Group (my "Connected Persons") has been notified of HSBC Privacy Notice; (ii) they have given their explicit, voluntary, affirmative, unconditional</li> </ol>	

	<p>consent for HSBC to process their Personal Data in accordance with the contents of HSBC Privacy Notice; and (iii) I am authorized to disclose their Personal Data to HSBC and/or members of the HSBC Group so that HSBC and/or members of the HSBC Group can process the same. At the same time, I have advised them of their various rights with respect to their Personal Data in accordance with the contents of HSBC Privacy Notice and in compliance with applicable laws of Vietnam. I, with this, undertake to verify the accuracy and completeness of the Personal Data provided to HSBC.</p> <p>6. I acknowledge and understand that in case of any change to my given consent, I will request in writing using the prescribed form available at HSBC branches or other channels provided in HSBC Privacy Notice. I understand that if I change my consent for any purpose and depending on the nature of my request, HSBC may not be able to continue to provide Products and/or Services to me.</p>	
<b>Confirmation methods</b>	e-Form sent from the registered Referrer's email to Bank	<p>Signature of Referrer</p> <p>Full name:.....</p> <p>DD/MM/YYYY</p>

## Appendix 2

MGM page: [HSBC Premier Referral Program](#)