

TERMS AND CONDITIONS OF HSBC CASH BACK CREDIT CARD

The HSBC Cash Back Credit Card (the “**Card**”), is issued by HSBC Bank (Vietnam) Ltd. (the “**Bank**”) on the following terms and conditions (the “**Terms and Conditions**”). By using the Card (including the Card activation), the holders of the Card (the “**Cardholders**”) will be deemed as accepted and bound by these Terms and Conditions as well as the terms and conditions set out in the HSBC Credit Card Cardholder's Agreement.

1. By using the Card, Cardholders will earn Cash Back that is calculated based on: (i) Eligible Purchases posted to the Cardholder's account, and (ii) Cash Back Rate as defined by the Bank.

2. “**Eligible Purchases**” mean retail purchases made locally and/or overseas (including online transactions) by both Primary & Supplementary cards linked to the Primary account. The following transactions are not considered Eligible Purchases and thus will not earn Cash Back:
 - (a) cash advance;
 - (b) fees and charges (for example but not limited to finance charges, late charges, annual fees);
 - (c) Balance Conversion Plan Programme¹;
 - (d) Cash Installment Plan Programme²;
 - (e) balance transfer;
 - (f) transactions relating to the trading of securities, foreign currency;
 - (g) transactions relating to money transfers made through the internet (including but not limited to Paypal, SKR skrill.com);
 - (h) transactions relating to top-ups of any pre-paid card;
 - (i) quasi-cash transactions (transactions relating to money orders, traveler's checks, gaming, betting, lottery);
 - (j) foreign exchange transactions (including but not limited to Forex.com);
 - (k) e-wallet transactions (for example but not limited to VTC Pay, Zalo Pay, Ngan Luong Online, Ngan Luong-Alepay, Vi Momo, VN Pay); and
 - (l) any other transactions determined by the Bank from time to time.

Note: In case of Installment Payment Plan Programme³, only the purchase amount will be qualified as an Eligible Purchase in the month of purchase. The subsequent monthly instalment amounts under the Installment Payment Plan will not be qualified as Eligible Purchases.

¹ The Terms and Conditions of the Program are defined and updated on the Bank website.

² The Terms and Conditions of the Program are defined and updated on the Bank website.

³ The Terms and Conditions of the Program are defined and updated on the Bank website.

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3. “**Cash Back Rate**” is the percentage to calculate Cash Back. Cash Back Rate of each Purchase category will be defined and updated in the Appendix – Cash Back Rates and Limits (the “**Appendix**”) of these Terms and Conditions. The purchase categories are based on Merchant Category Code (MCC) according to VISA. The Bank is not responsible for any wrong encoding of MCC or in case that VISA and/or the merchant and/or the Acquiring Bank decide to change the MCC without any notice to the Bank.
4. Where any Eligible Purchase posted to the Cardholder’s account is subsequently voided, refunded, or reversed, the Cash Back awarded in respect of the amount voided, refunded, or reversed will be reversed. In case the current earned Cash Back amount is less than the reversed Cash Back amount, the earned Cash Back amount will be negative once the reversal is processed. The negative earned Cash Back amount will be offset with the Cash Back amount earned from new Eligible Purchases.
5. The Cash Back reversal rate will be applied based on the Cash Back Rate applied at the time of the reversal, even though the reversal may relate to an Eligible Purchase that earned a Cash Back at a different Cash Back Rate.
6. Details of Purchase categories, Cash Back Rates and Cash Back acceleration or Cash Back compliment offers will be defined and updated in the Appendix.
7. Cash Back will be automatically credited into the Cardholder's account on the next working day after the billing cycle day. Details of the amount credited will appear on the next billing cycle card statement. Cash Back can be used to offset with any future retail purchases or offset with any negative earned Cash Back, but cannot be transferred, withdrawn as cash or used to offset with the Card payment.
8. The Cardholder's account must be in good standing (the Card must not be closed, delinquent, suspended, or terminated) as determined by the Bank in its sole discretion at the time of crediting the Cash Back. In the event that the relevant account is not in good standing for any reason whatsoever before the Cash Back is credited into the said account, the Bank reserves the right not to credit the Cash Back.
9. The Cash Back shall be immediately forfeited upon the occurrence of the following:
 - (a) the Cards are voluntarily or involuntarily closed; or
 - (b) the Cards are terminated; or
 - (c) there are any fraud and abuse relating to the earning of Cash Back; or

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- (d) the Cardholders breach any terms and condition of the HSBC Credit Card Cardholder's Agreement.
10. The Bank reserves the right to change the Purchase categories, the Cash Back Rates as well as change or terminate the offers of Cash Back acceleration or Cash Back compliment, revise the Terms and Conditions in its absolute discretion upon notification to the Cardholders following the methods which are deemed appropriate by the Bank. The most up to date version of these Terms and Conditions is displayed on the Bank's website.
11. In case of any changes in any rule, regulation or order of any statutory authority in relation to these Terms and Conditions, then the Bank has absolute authority and right to modify or cancel the Terms and Conditions to give effect to the said requirements.
12. In case of any dispute related to the earning and crediting of Cash Back, the Bank shall resolve disputes in co-operation with the Cardholders. If the parties fail to reach an agreement, disputes will be resolved in accordance with Vietnamese laws.
13. Any tax or other liabilities or charges payable to the Government or any other authority or body or any other participating establishment which may arise or accrue to Cardholders by Cash Back earning shall be borne by Cardholders.
14. These Terms and Conditions will be governed by and construed in accordance with the laws of Vietnam. They are made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.

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Appendix: Cash Back Rates & Limits

Purchase Category	Cash Back Rate	Maximum Cash Back ⁽²⁾
Supermarket and Grocery Stores	1. 6% 2. Additional 2% (a total of 8%) if Cardholders have their monthly salary credited into HSBC transactional accounts ⁽¹⁾	VND 200,000 per month
Education and Insurance	1%	Unlimited
Others	0.5%	

(1) Applicable for Salary credits to HSBC system from 1st day to last day of the first month (both days inclusive). Customers will be eligible for additional Cash Back rate for Supermarket and Grocery Stores purchases latest from the 7th working day of the 2nd month to end of the 6th working day of the 3rd month. The additional Cash Back rate will be continuously applied if Customers keep receiving salary to HSBC accounts in the following months.*

**Note: Salary credits will be counted according to prevailing HSBC's policy.*

Example:

Scenario A:

Customer A receives salary to HSBC account in Aug 2018. As such, 12th Sep 2018 is the 7th working day of the 2nd month (since 2nd Sep 2018 is National holiday). Hence, for Supermarket and Grocery Stores purchases:

- 6% cash back rate applies before 12th Sep 2018
- 8% cash back rate applies from 12th Sep to 8th Oct 2018

If customer A keeps receiving salary to HSBC account in the following months, the 8% cash back rate will be continuously applied.

Scenario B:

Customer B receives salary to HSBC account in Sep 2018. As such, 9th Oct 2018 is the 7th working day of the 2nd month. Hence, for Supermarket and Grocery Stores purchases:

- 6% cash back rate applies before 09th Oct
- 8% cash back rate applies from 09th Oct to 8th Nov

If customer B then does not receive salary to HSBC account in Nov 2018, the 8% cash back rate will last until end of 10th Dec 2018. From 11th Dec 2018, the standard 6% cash back rate will be applied.

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Scenario C:

Customer C receives salary to HSBC account in Jan 2019. As such, 18th Feb 2019 is the 7th working day of the 2nd month (assuming Tet holiday is tentatively from 4th to 8th Feb 2019). Hence, for Supermarket and Grocery Stores purchases:

- *6% cash back rate applies before 18th Feb 2019*
- *8% cash back rate applies from 18th Feb to 8th Mar 2019*

If customer C keeps receiving salary to HSBC account in the following months, the 8% cash back rate will be continuously applied.

(2) Cash back limits (where applicable) are applied on a calendar month basis from the 1st day of the month until the last day of the month, rather than the billing cycle.