

#### TERMS AND CONDITIONS

# "WELCOME OFFERS FOR APPLYING HSBC CREDIT CARD – QUARTER 3/2023"

(This Terms and Conditions takes effect from 01 July 2023)

Customer is advised to note that participating in the Promotion program or accepting the promotional benefits offered by the program shall means that Customer has read, understood and accepted this Terms and Conditions.

- 1. The Promotion of "Welcome Offer for Applying HSBC Credit Card Quarter 3/2023" ("Promotion") is applied for Credit Card online application via <a href="https://card.apply.hsbc.com.vn/promotion-apply-credit-card-HSBC/en">https://card.apply.hsbc.com.vn/promotion-apply-credit-card-HSBC/en</a> and Credit Card paper application in all transaction offices and branches of HSBC Bank (Vietnam) Ltd. ("HSBC" or "The Bank"). The Promotion takes effect from 01 July 2023 to 30 September 2023 ("Promotion Period")
- 2. This Promotion is applicable for customers who satisfy any and all the following conditions:
- 2.1 Customers who submit **new HSBC Primary Credit Card** ("Card") which is issued by **HSBC** within the **Promotion Period**, including:
  - a. HSBC Visa Platinum Online Credit Card
  - b. HSBC Visa Platinum Cash Back Credit Card
- **2.2** Customers who satisfy the spending target defined in the following Terms and Conditions;
- **2.3** Customers who satisfy the Terms and Conditions of the Promotion;

Customers who satisfy all the above conditions hereinafter called the "Eligible Customers"

#### 3. This Promotion shall not apply for

- a. HSBC Premier World Mastercard<sup>®</sup> Credit Card, HSBC Visa Classic LiveFree Credit Card, HSBC TravelOne Credit Card
- b. HSBC Business Credit Card
- c. HSBC Staff Credit Card

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- **d.** Existing HSBC Primary Cardholder and/or perform any upgraded or downgraded from existing Credit Card during the promotion period.
- e. Customers who have applied for new HSBC Credit Card within twelve (12) months from the cancellation date of any HSBC Credit Card types listed in item 2 & 3 of this Terms (not including HSBC Supplementary Credit Card and HSBC Business Credit Card) and Condition as recorded by HSBC's system.

### 4. Details of the program

**4.1 Promotion Program:** from 01 July 2023 to 30 September 2023

#### 4.2 Offer details:

Eligible Customers who open HSBC Visa Platinum Online Credit Card & HSBC Visa Platinum Cash Back Credit Card will receive the promotion offer if they satisfy all of the following conditions:

Promotion Offer		Spending Condition		
(i)	Free first-year Annual Fee for Primary	Having from 03 Eligible Purchases with total		
	cards, value VND 800,000; and	amount from VND 5,000,000 and above		
(ii) Cashback VND 1,000,000		within required timeline		

#### 4.3 Fulfillment timeline:

	Phase 1	Phase 2	Phase 3
Application timeline	01 July 2023 – 31 July 2023	01 August 2023 – 30 August 2023	01September 2023 – 30 September 2023
Promotion fulfillment timeline	30 November 2023	31 December 2023	31 January 2024

#### 5. Promotion condition

#### **5.1** Eligible Purchases:

**a.** Eligible Purchase Transactions: are legal transactions in accordance with Vietnamese law, which are made by HSBC credit cards and transacted via POS machine or payment gateway registering with Card Association. Eligible Purchase Transactions do not include the transactions of card activation, transfer, cash advance in any channels (at the counter, at the ATM, or at POS machine...), E-wallet top-up, gambling, HSBC fee & charge payment, bill payment service via HSBC Online Banking or HSBC Mobile.

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- **b.** Eligible Purchase Transactions must be made and recorded in HSBC system within 60 days of the card issuance date.
- c. Date & time of the transactions shall be based on HSBC records;
- **d.** Transaction notification SMS is not considered as a confirmation of card transactions being posted on HSBC system.
- e. The Bank reserves the right to request for valid documents and clarification from the cardholders regarding to the transactions, address of the point of sales as well as the financial invoices in order to prove that they are Eligible Purchase Transactions. The Bank also reserves the right to contact the merchants to verify any suspicious transactions. If customer refuses to fulfil the Bank's request, or should the Bank verify that the transactions are not Eligible Purchase Transactions as defined, the Bank shall not count these transactions in the total Eligible Purchase Transaction to be considered for the promotion.
- f. Any cancelled, disputed, illegal and/or reversed transaction amount which is recorded during or after the Promotion Period will be deducted from the total Eligible Purchase Transactions. HSBC reserves the right to deduct the prize amount from the customer 's account. The deducted amount shall be shown on the next Credit Card statements of Eligible Customers.
- **g.** Eligible Purchase Transactions do not include the transactions related to alcohol, cigarette, lottery, medicine, milk, health check service at public hospital, public school and other restricted service and products in accordance with prevailing regulations.
- 5.2 HSBC will credit the cash back amount to Primary Credit Card account of Eligible Cardholders after customers qualify the spending condition defined in the Terms & Conditions. This cash back amount shall be shown on the next Credit Card statements after the reward fulfilment.
- 5.3 After the reward is fulfilled to the Eligible Customers, should the Eligible Purchase Transactions are cancelled or refunded, HSBC reserves the right to deduct the prize from the customer 's account. The deducted amount shall be shown on the next Credit Card statements of Eligible Customers.

## 6. General terms

- **6.1** If customer is holding more than one (01) HSBC Credit Card, Cardholder will only receive the highest prize of each offer during the promotion.
- **6.2** Each Eligible Customer will only receive maximum one (01) offer during the promotion.
- **6.3** The eligible Credit Card must be approved or upgraded or downgraded within 30 days since application submission date.

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- **6.4** If new Cardholders upgrade or downgrade the Credit Card during the promotion period or at the time of the promotion result announcement, Credit Cardholde will receive the prize of upgraded or downgraded card only.
- 6.5 If the Cardholders have any disputes relating to the process or result of the promotion, they must inform HSBC within 30 days from the announcement day or reward date as regulated in Article 5.1. After this timeline, any queries or disputes will not be handled.
- **6.6** This promotion cannot be used in conjuction with any other Card acquisition promotions applied by HSBC in the same period.
- **6.7** Cardholder will be disqualified if the below events happened before or at the time of the promotion result announcement:
  - a. Submits a card cancellation request or has cancelled his/her Credit Card; or
  - **b.** Has his/her HSBC Credit Card cancelled by HSBC; or
  - **c.** Make late payment for any bank fees, or does not pay at least the minimum payment due as shown on the monthly statements; or
  - **d.** Be delinquent on any products with HSBC.
- **6.8** Cardholder may check their transactions posted in their Credit Card account via HSBC Online Banking service or contact HSBC's hotline.
- **6.9** Full details of this Promotion shall be announced on HSBC's website (www.hsbc.com.vn), at branches and transaction offices of HSBC.
- **6.10** In case of any queries, complaints, customers can contact by one of the following channels for further support.
  - a. Any HSBC Branch or Transaction office.
  - **b.** HSBC 's contact center via mail box direct@hsbc.com.vn or via call:
    - ✓ HSBC Premier: (84) 28 37 247 666 (24/7);
    - ✓ Platinum Credit Cardholder: (84 28) 37 247 248 (24/7);
    - ✓ Personal Banking: (84) 28 37 247 247 (South); (84) 24 62 707 707 (North) (Operating 24/7 for lost or stolen card or token, dispute transactions or card related complaints, and from 8:00 am to 10:00 pm daily for other matters)
- **6.11** 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.

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- **6.12** The Terms and Conditions of this Promotion shall be applied simultaneously with the HSBC Credit Card Cardholder Agreement, HSBC General Terms and Conditions and eligibility requirements of Credit Card in accordance with HSBC's policy.
- **6.13** This Terms and Conditions is 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 application.
- 6.14 In case of force majeure, the early termination of the Program shall be published and notified by HSBC to the customers and the governments. A force majeure is an event that occurs objectively, which cannot be foreseen and cannot be remedied even though all necessary and permissible measures have been applied. Force majeure events include but are not limited to earthquakes, hurricanes, floods, wars, strikes, layoffs, riots, epidemics, quarantines, technical problems, any government actions or policy that affect the implementation of the Program or other objective events that cannot be foreseen and cannot be remedied despite all necessary and permissible measures have been taken.
- **6.15** In case of the promotional goods or services are out of stock, or the promotional goods or services are fully awarded with the registered number of gifts which are certified by the government, the Program can be terminated after HSBC notifies with the government and ensures the full benefits of the customers who have participated in the program.
- **6.16** This Terms and Conditions is made in Vietnamese and English. In case of any discrepancy or inconsistency between the English version and Vietnamese version, the Vietnamese version shall prevail.