

## TERMS AND CONDITIONS FOR HSBC EMPLOYEE BANKING SOLUTIONS ('EBS') - GENERAL OFFERS

### **General Terms and Conditions**

- **Promotional period:** 1 January 2023 to 31 December 2023 (both dates inclusive) ('Applicable Period'), unless otherwise specified in the Specific Terms and Conditions section below.
- Who can enjoy the promotion: The offers under this promotion (collectively, the 'Offers') are exclusive to the customers who are employees of a company which has been invited by us to join the EBS ('EBS Company') and fulfil all of the following requirements (the 'Eligible Customers'), unless otherwise specified in the Specific Terms and Conditions section:
  - (a) Only selected employees who have received the invitation from HSBC by email, phone, company visit, and other communication channels at our discretion are eligible to enrol in EBS.
  - (b) Present the company staff card, employment contract or relevant proof of employment from the human resources department of the employer at the time of enrolment of EBS.
  - (c) Contact our branch staff to apply for an Offer in Hong Kong, unless otherwise specified.

- specified.

  Bank's Records: The dates and amounts appearing in HSBC's record will be conclusive as to the date on which an applicable account was opened, terminated or converted and amount of balances/number of transactions carried out.

  Total Relationship Balance ('TRB') includes:

   Hong Kong dollar/Renminbil/foreign currency deposits.

   Market value of the following investments: Local and Overseas Securities, Unit Trusts, Bonds, Certificates of Deposit, Equity-linked Investments, Structured Notes, Monthly Investment Plan (Stocks/Unit Trusts) and Wayfoong Statement Gold
- Deposit amounts of Deposit Plus and Structured Investment Deposits.
- Utilised lending facilities (excluding mortgages and amounts outstanding on credit
- Life insurance with savings or investment component\*. HSBC MPF balances and HSBC ORSO Defined Contribution Scheme balances which are administered by The Hongkong and Shanghai Banking Corporation Limited.
- \* For life insurance with savings or investment component:
- Investment-linked life insurance policies include the total cash value of the
- Other life insurance policies include the total cash value of the policies OR total premium paid less any annuity payments received (if applicable), whichever is higher.

higher.

To determine the overall TRB of an Eligible Customer, the applicable TRB of all personal sole account(s) and joint account(s) (where the same Eligible Customer is the principal accountholder) under the same name and identity document number of the Eligible Customer will be included in the calculation. All life insurance, MPF and ORSO Defined Contribution Scheme policies are held under personal sole account only, the account balances shall not be included in the TRB calculation in joint capacity. There may be a time lag before the value of certain investment transactions (i.e. Initial Public Offering subscriptions for Securities, Bonds, Open-end Funds and Certificates of Deposits) and life insurance policies will be included in the TRB due to the processing time required and therefore may affect the TRB in the Bank's record.

Definitions in this promotion:

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Average Daily TRB refers to the average daily TRB in a full calendar month from the first day to the last day of the calendar month (both days inclusive).

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New Fund refers to the net growth in the Eligible Customer's Average Daily TRB, by comparing the Eligible Customer's Average Daily TRB in the calendar month before the opening of (or, where applicable, conversion from an existing account to) an HSBC Jade or HSBC Premier or HSBC One (the 'Applicable Account') against his/her Average Daily TRB in the subsequent first/second/third calendar month (as the case may be) after the month of account opening, according to the Bank's records.

AXA is defined in Clause 10 under Section (F).

Insurance Authority means the Insurance Authority of Hong Kong or its successor. EBS means the Employee Banking Solutions offered by us in Hong Kong from time to time.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

Insurance Ordinance means the Insurance Ordinance (Cap. 41 of the Laws of

Offer means an offer relating to any product or service under EBS.
we, us, our, HSBC means The Hongkong and Shanghai Banking Corporation
Limited and its successors and assigns.

**you** or **your** means the person who is an employee of a company which has been invited by us to join an EBS.

- Other Promotions: Unless otherwise specified, the Offers cannot be used in conjunction with any other promotional offer provided by us which relates to the same product.

- same product.
  The Offers are governed by the Integrated Account Terms and Conditions and the Terms and Conditions applicable to the relevant product(s).

  All Offers are provided subject to prevailing regulatory requirements.

  We have the right to (i) vary these Terms and Conditions and any other terms and conditions relating to the Offers, and (ii) withdraw or terminate all or any of the Offers at any time without prior notice. HSBC accepts no liability for any such change, withdrawal and / or termination.

  We reserve the rights that in the following events, to terminate all offers,
- - (a) Your company withdraws from EBS; or
- (b) You are no longer an employee of an EBS Company.

  We have the right to make final decision on any dispute relating to the Offers. We maintain a record of EBS companies which is final and conclusive in the event of any
- any dispute.

  These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong
- The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.
- No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong SAR) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

### **Specific Terms and Conditions**

### (A) Specific Terms and Conditions for Bring In New Funds Offer

- This Offer is exclusive to the Eligible Customers who are the sole or principal accountholders (if a joint account) of an Applicable Account of HSBC and fulfil all the following requirements:

  (a) Be aged 18 or above as of the date of offer fulfilment; AND

  - (a) Be aged 18 or above as of the date of offer fulfilment; AND
    (b) Not a citizen/resident/tax payer resident of the United States of America (U.S.); AND
    (c) Successfully enrolled EBS during the Applicable Period; AND
    (d) Having placed New Fund (as defined in Clause 5 under the General Terms and Conditions above) of a specified amount shown in the table below in such Applicable Account on or before the last day of the first calendar month after the month of EBS enrolment and maintains the New Fund for the second and the third calendar months after the month of EBS enrolment (as shown in Illustration I below). If the amount of New Funds for the second and the third calendar months after the month of EBS enrolment are different, the Offer will be determined based on the lower amount.

### Illustration I

Date of EBS enrolment	During 1-31 January 2023		
Date on which the New Fund of at least HKD10,000 must be placed	No later than 28 February 2023		
Months on which the New Fund of at least HKD10,000 must be maintained	March & April 2023		

Amount of New Fund maintained	Cash Rebate
HKD10,000 to less than HKD100,000 (or equivalent in foreign currency)	HKD100
HKD100,000 to less than HKD500,000 (or equivalent in foreign currency)	HKD200
HKD500,000 to less than HKD1,000,000 (or equivalent in foreign currency)	HKD600
HKD1,000,000 or above (or equivalent in foreign currency)	HKD800

The table below showing the eligibility of the Offer under different scenarios are for reference and illustration purposes only. The Average Daily TRB of new-to-bank customers will be default as zero. For example, assuming that a customer signed up for EBS in January 2023 and is required to maintain the New Fund till 30 April 2023 in order to receive HKD100 Cash Rebate:

Example	Average Daily TRB as of December 2022	Average Daily TRB as of March 2023	Average Daily TRB as of April 2023	Cash Rebate
1	HKD0	HKD10,000	HKD200,000	HKD100
2	HKD0	HKD200,000	HKD10,000	HKD100
3	HKD10,000	HKD10,000	HKD100,000	Not eligible
4	HKD10,000	HKD100,000	HKD10,000	Not eligible

- Eligible Customers who terminate the Applicable Account before the time of offer fulfilment will be disqualified for the Offer.
- The Cash Rebate will be credited to Eligible Customer's valid personal bank account in HSBC within 4 months upon satisfaction of the conditions in Clause 1 of this Part (A) without further notice.
- Each Eligible Customer can only enjoy the Offer once during the Applicable Period.

# Specific Terms and Conditions for HSBC Premier Account Below Balance Fee Waiver Offer

Below Balance Fee Waiver Offer

An Eligible Customer who have successfully opened (or, where applicable, converted an account to) an Integrated Account - HSBC Premier with the bank as the sole accountholder or the principal accountholder (for joint accounts) within the first 14 calendar days after joining EBS can enjoy a Below Balance Fee waiver for the first 24 months of joining Premier ('Fee Waiver Offer'). Eligible Customers are subject to a monthly Below Balance Fee of HKD380 after the Fee Waiver Offer period ends if their Average Daily TRB (see General Terms and Conditions Clause 4 and Clause 5) falls below HKD1 million over the last 3 months and they do not meet other eligibility criteria. For details of Below Balance Fee and eligibility criteria, please visit HSBC Premier Website (www.hsbc.com.hk/premier/). See an example below:

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Date of joining EBS	4 January 2023	
Last date to join HSBC Premier in order to enjoy Fee Waiver Offer	18 January 2023	
Fee Waiver Offer period	February 2023 - January 2025	
The 1st month the customer is subject to Below Balance Fee if TRB or other eligibility requirements are not met	February 2025 (if their Average Daily TRB for 3 consecutive months from December 2024 to February 2025 falls below HKD1 million and they do not meet other eligibility criteria)	
Amount of monthly Below Balance Fee to be charged	HKD380	

- Eligible Customers can enjoy the Fee Waiver Offer in conjunction with other promotional offers for HSBC Premier Customers if applicable. Eligible Customers cannot enjoy the Fee Waiver Offer if they have previously closed or converted their HSBC Premier account to other types of accounts within 6 months from the date of Premier account opening.

### (C) Specific Terms and Conditions for Auto Payroll Offer

- The promotional period is from 1 January 2023 to 31 December 2023 (both dates inclusive) ('Applicable Period').
- This Offer is offered to the Eligible Customers who fulfil all the following requirements: (a) Be aged 18 or above as of the date of offer fulfilment; AND
  - (b) Not a citizen/resident/tax payer resident of the United States of America (U.S.); AND
- (b) Not a citizen/resident/tax payer resident of the United States of America (U.S.); AND
  (c) The company with which you are employed must have been invited by us to join the EBS; AND
  (d) Must have monthly payroll automatically deposited to your Integrated Account for a consecutive 3-month period, with the first deposit made and received by us on any day during the Applicable Period.
  You will not be eligible for this offer if you have maintained auto payroll with us during any of the previous 6 months prior to the first deposit made and received by us.
  Provided that the conditions in Clause 2 and 3 of this Part (C) are satisfied, you are entitled to enjoy cash rebate (the 'Cash Rebate') if (i) the type of account you maintain with us to receive your auto payroll; and (ii) the monthly auto payroll amount, meet the following requirements:

Monthly Salary Account Receiving Payroll	HKD10,000 or above but below HKD20,000	or above but below	HKD50,000 or above but below HKD80,000	HKD80,000 or above
HSBC Premier	HKD300	HKD600	HKD900	HKD1,300
HSBC One	HKD300	HKD600	HKD900	

- If your monthly auto payroll amount varies, the amount of Cash Rebate you are entitled to will be determined based on the lowest monthly auto payroll amount deposited to your account during the 3-month period according to records maintained by us. In case of dispute, the monthly auto payroll amount appearing in our record will be final and conclusive.
- The Cash Rebate will be credited to your valid personal bank account in HSBC within 4 months upon satisfaction of the conditions in Clauses 2 to 5 of this Part (C). Eligible customers must still be using the monthly auto payroll service at the time of crediting Cash Rebate. Otherwise, the Offer will be withdrawn and any Cash Rebate to which the customer would otherwise be entitled will be forfeited.
- Each Eligible Customer can only enjoy the Offer once.
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  Unless otherwise specified, this Offer cannot be used in conjunction with other payroll service offers from other programmes provided by HSBC.

  You must notify and arrange with your employer to have your monthly salary automatically credited into your HKD savings or current account maintained with us. Deposit of your monthly salary through remittance, local CHATS, standing instruction, cheque and cash will not be considered as "auto payroll" and will not be eligible for this Offer. We reserve the final right to define the term "auto payroll" and may request you to provide relevant payslips issued by your employer for verification in case of any dispute regarding the eligibility of payroll records.

- (D) Specific Terms and Conditions for Credit Card Offer

  1. If you have successfully applied for a personal primary HSBC Visa Signature Card, HSBC Visa Platinum Card, HSBC Visa Gold Card, HSBC Pulse UnionPay Dual Currency Diamond Credit Card or HSBC UnionPay Dual Currency Credit Card (each an 'Eligible Credit Card') issued by us in Hong Kong under EBS during the Applicable Period, you are entitled to enjoy perpetual credit card annual fee waiver for such newly approved Eligible Credit Card(s) and additional card(s) of such Eligible Credit Card(s). The additional card has to be applied under the same application form and be of the same card type as the Eligible Credit Card in order to enjoy the perpetual annual fee waiver.

  2. We reserve the sole right to approve or decline any credit card application, and we
- We reserve the sole right to approve or decline any credit card application, and we are not obliged to provide reasons for declined applications.

## (E) Specific Terms and Conditions for Financial Planning Services Offer

- This Offer is exclusive to the Eligible Customers who maintain an Applicable Account with HSBC and fulfil all the following requirements:
  - (a) Successfully enrolled EBS during the Applicable Period; AND
  - (b) Subsequently complete the Future Planner with HSBC wealth coach / your relationship manager on or before 31 January 2024; AND

    (c) Locate in Hong Kong when completing the Future Planner with HSBC wealth coach / your relationship manager.

    Eligible Customers can only enjoy this Offer once.
- The e-coupon will be sent to Eligible Customer's registered email in our bank record according to the timetable below upon satisfaction of all the conditions in Clause 1 of this Part (E) without further notice.

1 1		
Have satisfied all the conditions in Clause 1 of this Part (E):		During 1 July 2023 to 31 January 2024
E-Coupon delivery date:	By 31 August 2023	By 31 March 2024

- Customers will NOT be entitled to this Offer if they do not have a valid email address in our bank record at the time of fulfilment.

  The e-coupon is provided by HKTVmall, and use of the e-coupon is subject to the terms and conditions stated in the e-coupon. HSBC shall not have any obligations or liabilities whatsoever in relation to the goods and/or service(s) provided by HKTVmall. Any disputes arising from the e-coupon shall be resolved between customers and HKTVmall directly.
- HSBC reserves the right to replace the e-coupon with any alternative gift without
- 6 The e-coupon is not replaceable in the event of any loss or damage.
- This Offer is not exchangeable for cash and is not transferable.
- The Offer can be used in conjunction with other prevailing promotional offers

# (F) Specific Terms and Conditions for Protection - General Insurance Offer ('Gl Offer')

- ('GI Offer')

  The GI Offer is provided by AXA General Insurance Hong Kong Limited ('AXA').

  This GI Offer is applicable to customers who successfully applied for AccidentSurance, ResidenceSurance, MultiTrip TravelSurance or Overseas StudySurance (collectively 'Designated General Insurance Products') within the Applicable Period through the branches of HSBC.

  A Wellcome Supermarket Shopping Voucher worth HKD50 ('Wellcome Voucher') will be offered to each policy of the Designated General Insurance Products successfully issued by AXA to the Eligible Customer' on or before 31 January 2024, subject to all of the following Terms and Conditions:

  (a) The Wellcome Voucher will be mailed to the Eligible Customer's^ last known correspondence address in respect of the relevant policy on AXA's record within 3 months of policy issuance. The relevant policy must remain in force and effect at the time of mailing the Wellcome Voucher;

  (b) The Wellcome Voucher will not be replaced if lost or damaged: and
- - (b) The Wellcome Voucher will not be replaced if lost or damaged; and (c) The Wellcome Voucher is provided by The Dairy Farm Company Limited ('Dairy Farm'), and use of the Wellcome Voucher is subject to the terms and conditions stated in the Wellcome Voucher. Neither HSBC nor AXA shall have any obligations or liabilities whatsoever in relation to the goods and/or service(s) provided by Dairy Farm. Any disputes arising from the Wellcome Voucher shall be resolved between customers and Dairy Farm directly.
- Customers who have withdrawn a previous application or cancelled an existing policy for the same Designated General Insurance Products within six months before the submission date of policy application will not be entitled to the GI Offer. The date appearing on AXA's records will be conclusive as to the date on which the policy application was submitted, the previous application was withdrawn or the existing policy was cancelled.

  The GI Offer is not exchangeable for cash and is not transferable.

- In case of dispute arising from the GI Offer, the decision of HSBC and AXA shall be final and conclusive.

  No person other than the Eligible Customers<sup>5</sup>, HSBC and AXA will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong SAR) to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
- HSBC and AXA reserve the right to alter or terminate the GI Offer (in whole or in part) and/or amend the relevant terms and conditions any time without prior notice.
- part) and/or amend the relevant terms and conditions any time without pronotice.

  9. Employees of HSBC are not eligible for the GI Offer.

  10. The general insurance policies referred to in this section is underwritten by AXA, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. HSBC is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agency of AXA for distribution of general insurance products in the Hong Kong SAR. General insurance plans are products of AXA but not HSBC. For monetary disputes arising between HSBC and you out of the selling process or processing of the related transaction by HSBC, HSBC will enter into a Financial Dispute Resolution Scheme process with you. On the other hand, for any disputes over the terms and conditions of your policy, AXA will resolve with you directly.

  For paper application form, the customer means the person specified under "Personal Data" section of AccidentSurance paper application form, "Personal data" section of ResidenceSurance paper application form, "Personal data" section of MultiTrip TravelSurance paper application form. The customer must be aged 18 or above.

### (G) Specific Terms and Conditions for International Account Opening Offer

- The application fee for HSBC overseas account opening is waived for the Eligible Customers who have successfully enrolled EBS and open the HSBC overseas account during the Applicable Period.
- You may need to provide additional documents or information during the account opening process (as required by the destination country/region).

To borrow or not to borrow? Borrow only if you can repay!

The remuneration for sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers. It is not determined solely on financial performance.

These terms and conditions must not be distributed by direct marketing means such as mail, fax, electronic mail or other means of direct communication.

For product details and related charges, please refer to the relevant factsheets, brochures and policy wordings or contact our staff at HSBC.

### Disclaimer:

Making available to you any advertisements, marketing or promotional materials, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service. If you wish to receive solicitation or recommendation from us, please contact us and, where relevant, go through our suitability assessment before transacting.