

# Well+ Terms and Conditions (T&C's)

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# 1. Introduction

## 1.1 Well+ Programme

1.1.1 Our Well+ programme (the “Programme”) aims at rewarding customers of The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong Special Administrative Region (“Hong Kong SAR”) with limited liability (“HSBC” or the “Bank”) and HSBC Life (International) Limited, incorporated in Bermuda with limited liability (“HSBC Life”) who are proactive in improving their health and general well-being (“you”) by providing benefits as listed in this document.

1.1.2 By joining this Programme, you are incentivised to complete activities to improve your overall wellness and earn rewards (“Rewards”). Your activities are measured by selected health or fitness apps and shared with HSBC and HSBC Life (collectively referred to as “We”) via the HSBC HK Mobile Banking app.

1.1.3 This joint Programme is co-branded by HSBC Life and HSBC, and is provided in the Hong Kong SAR only.

1.1.4 The most up-to-date version of these T&C's is available on the Well+ website and on the HSBC HK Mobile Banking app. You should periodically check these T&C's and any other applicable documents relevant to the Programme. The date of the latest version of these T&C's can be found at the bottom of this document under the heading “Last Updated Date”. You must be a member in order to join the Programme.

1.1.5 Before you apply to become a member of the Programme, you must read and agree to be bound by these T&C's, the HSBC Terms of Use applicable to HSBC website (see <https://www.hsbc.com.hk/legal/terms-of-use/>), and other information, materials and contents relevant to the Programme;

- consent to the collection, use and disclosure of personally identifiable information and any other information from or about you, including but not limited to any demographic, health and wellness related information in accordance with Well+ Data Privacy Notice (see <https://www.hsbc.com.hk/well-plus-data-privacy-notice>). Your said information will be protected in accordance with our HSBC's Privacy and Security notice (see <https://www.hsbc.com.hk/legal/privacy-security>);
- consent to HSBC and HSBC Life accessing, using and storing your health and wellness data (for example “steps” or “workout” data) as collected by HSBC and/or HSBC Life from your health or fitness app via the HSBC HK Mobile Banking app, for the purposes of the Programme;
- acknowledge and agree that HSBC and/or HSBC Life may make changes to these documents, and adopt, promulgate or implement any other rules, regulations, policies or procedures relevant to the Programme; and that HSBC and HSBC Life shall have the sole right to interpret, apply and disapply any of these T&C's, and any other rules, regulations, policies or procedures.

1.1.6 HSBC and HSBC Life shall have the right to alter and amend the Programme from time to time, provided that we shall act reasonably in doing so. Such alterations or amendments may include:

- modifying the Programme structure, or making changes, in whole or in part, to any aspects of the Programme, Rewards, rules, regulations, policies, procedures, conditions of participation or other features including these T&C's (and any other applicable terms and conditions communicated in any other materials relating to the Programme) (see clause [5.2] Changes to the Well+ Terms and Conditions for further details); and
- terminating, suspending or canceling the Programme (in whole or in part).

1.1.7 When the staff manning the HSBC hotline or Mobile/Live Chat respond to your queries, they may need to use your data. By contacting these staff, you consent to the relevant staff accessing and reading your personally identifiable information and health and wellness data (i.e. steps and workout).

## 1.2 Qualifications

1.2.1 Subject to these T&C's, the minimum eligibility requirements for you to join the Programme are that you meet all the following requirements:

- You must be 17 years old\* or above at the time of application;
- Have an iOS/Android mobile device that is compatible with HSBC HK Mobile Banking app. You are recommended to update your phone to the latest iOS/Android version;

- Have a compatible health or fitness app that can be synchronised with the Programme
- Maintain your status as a valid HSBC HK Mobile Banking app user\*\* throughout the duration of the Programme; and
- Your membership of the Programme has not been cancelled or terminated previously.

\* If you are under 18, please consult your parents or guardians before you give us any information about yourself.

\*\*Hong Kong Residents only, not including MPF or Pension only customers.

1.2.2 Membership of the Programme is only opened to eligible HSBC individual customers (for their own personal purposes), and not corporate customers. Each such individual is entitled to only one Well+ membership;

1.2.3 Unless otherwise specified in these T&C's or in any other documents relevant to the Programme, you cannot transfer, assign, sell, exchange, barter or pledge your rights or benefits under the Programme to another person.

## 1.3 Membership

1.3.1 The Well+ membership commences upon successful enrollment, until its termination or cancellation.

1.3.2 To enroll as a Well+ member, you must register for Well+ via the HSBC HK Mobile Banking app.

1.3.3 HSBC and HSBC Life reserve the right to cancel or terminate the membership if you cannot fulfill the eligibility requirements as set out above.

1.3.4 HSBC and HSBC Life will send you important information relevant to the Programme via push notifications received from the HSBC HK Mobile Banking app. We recommend that you ensure the option to receive push notifications via the alerts service is turned on within both the HSBC HK Mobile Banking app's settings and within your health and fitness app settings as applicable.

1.3.5 HSBC and HSBC Life will also send you important information relevant to the Programme via SMS, email, in-app messages and posts. Please ensure your mobile number, email address and physical mail address are up to date.

1.3.6 You may opt out of receiving marketing materials related to HSBC (including Well+) by updating your marketing preferences within your HSBC Mobile Banking app and/or on Internet Banking. However, if you choose to opt out, you are not able to receive useful information about, offers and promotions etc under the Programme. For further details, please refer to the Well+ Data Privacy Notice (see <https://www.hsbc.com.hk/well-plus-data-privacy-notice>).

## 2. Well+ Programme Rewards

### 2.1 Rewards of the Well+ Programme

2.1.1 You will be eligible to enjoy rewards when you become a Well+ member. The extent of the rewards earned (the "Rewards") under Well+ may vary depending on certain factors (such as if you are a HSBC Life policyholder) and on your achievement of various Badges and levels as stated in Well+.

2.1.2 For RewardCash rewards, the maximum aggregate amount of RewardCash that can be earned by an individual Well+ member completing all 25 Levels of the Programme can be found within our FAQ's (see <http://www.hsbc.com.hk/well-plus/>). Currently, HSBC customers that hold an in-force individual HSBC Life insurance policy ("HSBC Life customers") can earn enhanced rewards.

2.1.3 If a Well+ member becomes an HSBC Life customer during the Programme journey, they shall be eligible to earn enhanced rewards, from their current point of progression in the Programme journey onwards, (but not for those Levels previously completed as a non-HSBC Life customer). Conversely, if a Well+ member loses their status as an HSBC Life customer during their participation in the Programme (for instance, where their insurance policy comes to an end), they shall no longer earn enhanced rewards, from that point onwards (without affecting any enhanced rewards already earned as an HSBC Life customer).

2.1.4 Reward types, amounts, availability, and the means by which they are earned, credited and redeemed, may be subject to change from time to time, without any prior notice.

2.1.5 The Rewards may be subject to availability from the supplying rewards partner. HSBC and HSBC Life reserve the right to replace its rewards partners and/or the Rewards with any alternative rewards from any rewards partner, change the type of/value of its Rewards, or change its eligibility conditions in respect of those Rewards (including future Rewards), at any time without prior notice.

2.1.6 The Rewards cannot be sold, exchanged or converted to cash, discounts or other services, and their use is also subject to the terms and conditions stipulated by the rewards partner.

2.1.7 HSBC and HSBC Life are not responsible for and shall have no liability in respect of; 1) the quality of products or services provided by the rewards partner(s); 2) any withdrawals by the rewards partner(s) from the Programme; and 3) any discontinuation of the reward partner(s)' products or services for any reason. In the event of any dispute arising out of the Rewards, the decision of HSBC and HSBC Life shall be final and conclusive.

2.1.8 Rewards may carry different validity periods, subject to the terms of the respective rewards partner(s). Some rewards partner(s) may designate certain time periods, or set other limitations, conditions, or eligibility criteria, for the use of the Rewards. Earned rewards will become invalid if not redeemed or used within their stated validity period.

2.1.9 Subject to the above, once a Reward has been earned within the Programme it will be considered final and cannot be amended or cancelled by the Well+ member.

## 2.2 Redemption of Rewards

2.2.1 Only current Well+ members can earn and redeem Rewards. While it is not necessary to hold a valid HSBC credit card to join the Well+ Programme and start earning Rewards and RewardCash, any RewardCash that is earned can only be used after you select and designate a valid HSBC credit card (an HSBC Visa/ Mastercard/ UnionPay credit card denominated in Hong Kong dollar, US dollar or Renminbi) for it to be credited to.

2.2.2 RewardCash earned will be credited to your designated HSBC credit card account on or after the 18th day of each month ("Settlement Date"). It'll take around 2 weeks for this to be updated in the HSBC Reward+ app. Any instructions associated with changing your designated HSBC credit card account should be placed at least 5 working days in advance of the Settlement Date. RewardCash is also subject to an expiry date for use (which date is stated within the Well+ app). If a valid HSBC credit card is not selected at least 5 working days before the expiry of the RewardCash, the RewardCash cannot be credited, and will be unavailable for use following its expiry. In any event, if you have not selected a valid HSBC credit card by the expiry date stated in our FAQ's (see <http://www.hsbc.com.hk/well-plus/>), you will lose all RewardCash you have earned up until that date.

2.2.3 If at any point, your credit card designated for the Programme becomes invalid, RewardCash earned will not be credited until another valid HSBC Credit Card is selected. In this instance, the RewardCash will be credited in the next Settlement Date.

2.2.4 Usage of RewardCash is bound by the RewardCash Terms and Conditions. See RewardCash Terms and Conditions (<http://www.hsbc.com.hk/credit-cards/rewards/terms>) for more details.

2.2.5 We shall refer to the latest data in your HSBC HK Mobile Banking app for the purpose of calculating your progress in Well+ and therefore, any Rewards due. If you are an iOS user, you should regularly log onto the HSBC HK Mobile Banking app in order that we can synchronise with and retrieve your most recent health and wellness data from your Apple HealthKit. For Android users, your health and wellness data are synced automatically with your selected health or fitness app at regular interval throughout the day.

## 3. Third Party Apps/Devices

### 3.1 Third Party Apps/Devices

3.1.1 Participation in Well+ requires that you 1) provide consent to HSBC/HSBC Life for the HSBC HK Mobile Banking App to access and retrieve your health data from your selected third party health and fitness app/device, and

provide consent to your selected third party health and fitness app/device to share your health data with the HSBC HK Mobile Banking App; and 2) connect or synchronise the HSBC HK Mobile Banking App with your selected third party health or fitness app/device.

3.1.2 For Android users, HSBC Life also relies on the use of its third party service provider, dacadoo, and its dacadoo Health Engagement Platform (“DHEP”) via HSBC's HK Mobile Banking App, to integrate with either Fitbit, Garmin Connect or GoogleFit as selected, and function in order to retrieve the relevant health and wellness data. For iOS and Android users, the DHEP shall process your relevant health and wellness data for HSBC Life to provide you with the Health+ Score and goal achievement.

3.1.3 As such, HSBC and HSBC Life are not responsible or liable for your use of such third party health or fitness apps/devices which may be subject to their respective terms and data privacy notices, and do not represent or guarantee that the third party app/device (or DHEP) will function or be compatible with the HSBC HK Mobile Banking App or be error-free. In particular, HSBC and HSBC Life shall not be liable for any errors, omissions or inaccuracies in the data (or other services) received from such third party apps/devices (or DHEP), any data or outcomes generated based on data received from such third party apps/devices (or DHEP), or for any interruptions, access or security issues associated with the provision of such data by the third party health or fitness app/device (or DHEP).

3.1.4 HSBC and HSBC Life do not make any specific guarantees regarding the ongoing availability of data from the third party apps/devices for use with Well+. If, for any reason HSBC or HSBC Life is unable to administer the Programme without interruption (such as where the third party apps/devices may stop providing HSBC or HSBC Life and/or dacadoo with access to its data), HSBC and HSBC Life reserve the right to suspend or terminate any of the services in relation to the Programme, and you hereby agree to release us from any liability relating to our delivery of the Programme.

## **4. Cancellation of Membership of the Programme**

### **4.1 Cancellation**

4.1.1 You may choose to cancel your membership of the Programme at any time by contacting us through the Mobile Chat function within the HSBC Hong Kong Mobile Banking app.

4.1.2 If you cancel your membership of the Programme, you shall no longer be eligible to receive future Rewards or redeem any unredeemed Rewards already earned under the Programme. For any RewardCash earned, we may, at our discretion, make one attempt, following cancellation, to credit you with any RewardCash earned up to the point of cancellation. This will be forfeited if a valid Credit Card is not available at the time of attempted crediting.

4.1.3 Unfortunately, if you leave the Programme, you will not be able to re-join the Programme.

4.1.4 Subject to applicable laws and regulatory requirements, we shall thereafter remove any non-anonymised health and wellness data collected by the HSBC HK Mobile Banking app within 90 days from the date you leave the Programme. However, for purpose of identifying whether one is seeking to re-join the Programme, we will keep the record that you have enrolled the Programme for as long as the Programme remains available.

To disable the sharing of data with the HSBC HK Mobile Banking app after you cancelled your membership from the Programme, you should turn off the data sharing permissions from i) your health or fitness app; and ii) your mobile device.

4.1.5 If at any time you request to delete your data, you may contact us through the Mobile Chat function within the HSBC HK Mobile Banking app. However, in such case, your account information and non-anonymised data will be deleted and cannot be restored (save for us keeping the specific data mentioned in paragraph 4.1.4 above). Your entitlement to your Rewards earned will be forfeited.

4.1.6 You will still be deemed as a member of the Programme if you only:

- (a) switch off all the data sharing permissions from i) your health or fitness app; or ii) your mobile device; and/or

(b) uninstall the HSBC HK Mobile Banking app.

## 4.2 Termination

4.2.1 HSBC and HSBC Life reserve the right to terminate your programme membership at any time, to the extent practicable, by giving you at least thirty (30) days' notice of any such termination, save for the following circumstances where we may terminate immediately upon giving you written notice to this effect:

- you no longer meet the eligibility criteria for membership of the Programme as stated herein;
- you (or anyone acting on your behalf) are detected to be involved in dishonest or fraudulent behavior, or misrepresentation / abuse or any other inappropriate acts, in relation to HSBC, HSBC Life or the Programme;
- you no longer hold a valid banking relationship with HSBC;
- your passing away.

4.2.2 Once your membership under the Programme has been terminated, you cannot rejoin the Programme.

4.2.3 Subject to applicable laws and regulatory requirements, we shall thereafter remove any non-anonymised health and wellness data collected by the HSBC HK Mobile Banking app within 90 days from the date your membership under the Programme has been terminated. However, for purpose of identifying whether one is seeking to re-join the Programme, we will keep the record that you have enrolled the Programme for as long as the Programme remains available.

To disable the sharing of data with the HSBC HK Mobile Banking app after your membership under the Programme is terminated, you should turn off the data sharing permissions from i) your health or fitness app; and ii) your mobile device.

4.2.4 HSBC and HSBC Life accept no responsibility or liability for any direct, indirect or consequential damage or loss arising from or in connection with the termination of your membership of the Programme.

4.2.5 For any RewardCash earned, we may, at our discretion, make one attempt, following termination, to credit you with any RewardCash earned up to the point of Termination. This will be forfeited if a valid Credit Card is not available at the time of attempted crediting.

## 5. Other Important Information

### 5.1 Dishonesty/Fraud

5.1.1 Your membership of and participation in the Programme is based on mutual trust. Should HSBC or HSBC Life detect (including through our use of pattern recognition technology and other forms of data analysis) any dishonesty, fraud, misrepresentation or abuse of the Programme, or any other inappropriate acts by you or anyone acting on your behalf, HSBC and/or HSBC Life may take such action as is consistent with our legal rights, which may have one or more of the following consequences:

- a. benefits may not be awarded;
- b. your membership of the Programme may be cancelled or terminated;
- c. all your benefits under this Programme may be lost or forfeited;
- d. you may have to return to HSBC and/or HSBC Life any benefits received under this Programme;
- e. you may no longer be eligible for the Programme;
- f. the matter may be referred to the appropriate authorities;
- g. HSBC and/ or HSBC Life may take any other action within our legal rights.

### 5.2 Changes to the Well+ Terms and Conditions

5.2.1 Where we consider that any changes to the Programme will be significant we will endeavor to provide you with 30-days' prior notice of the changes in a manner we consider appropriate, and any revised version of these T&C's

shall become effective as at the date of publication on the Well+ public website (<http://www.hsbc.com.hk/well-plus/>) and the Programme in HSBC HK Mobile Banking app.

5.2.2 Any continuous subscription or use of, or participation in the Programme thereafter will be deemed as your unequivocal acceptance of such variation (and variations to any other applicable terms and conditions communicated in any other materials relating to the Programme).

5.2.3 If you are not satisfied by such a change or variation, you may cancel your membership of the Programme at any time (in which case you will lose your ability to earn reward benefits for the remainder of the Programme, while retaining those you have already earned).

## 5.3 Communication of Well+

5.3.1 You consent to receive documents and other information in relation to your membership of the Programme and any other arrangements you have with HSBC and/ or HSBC Life by electronic communication to the most recent email address and mobile phone number that HSBC and/ or HSBC Life have as per your records with HSBC and/ or HSBC Life. You authorise HSBC and/ or HSBC Life to act on instructions received electronically. You also consent to receive electronic transmission (email, SMS, telephone and other means of communication) in respect of your membership and participation in the Programme.

5.3.2 You acknowledge that hard copy documents and information may not be given and that electronic communications must be regularly checked. HSBC and/ or HSBC Life shall not be responsible for correspondence neglected, lost or destroyed. Notwithstanding these consents, HSBC and/ or HSBC Life may still send you hard copy documents and information in certain circumstances.

5.3.3 You are responsible for advising HSBC and/ or HSBC Life of any changes to your contact details, including email address, mobile phone number and physical mail address. HSBC and/ or HSBC Life shall not be liable for failure to deliver a notice to you when you were unable to comply with the foregoing.

## 5.4 Intellectual Property

5.4.1 All intellectual property rights in Well+, including but not limited to our name and all our trademarks, service marks, logos and content, graphics, and user interface are owned by us and/or our licensors and is protected by applicable intellectual property and other laws. You are not granted with any right or license with respect to any of the aforesaid intellectual property rights. You are not permitted to download, print, redistribute or extract any information from Well+ other than for your personal, non-commercial use and not for any purpose that damages our reputation or takes advantage of it.

## 5.5 Exclusion of Liabilities

5.5.1 HSBC and HSBC Life are not licensed medical providers and are not experts on any health related questions. We are not collecting data for us to monitor customers' health and wellness status, and the Programme does not provide and is not intended to be a substitute for medical advice, diagnosis, treatment or management of care. The content, commentary and other information provided through the Programme, including the Health+ Score and other health and wellness related information, are derived from your collected health and wellness data and other related details given by you, to provide you with general information only; they are not intended to amount to advice or a recommendation (medical or otherwise) nor are they intended to be for the purpose of medical diagnosis or treatment. Neither should you change or discontinue any support or treatment you may be receiving on the basis of such information provided through the Programme. If you have any questions regarding your general health, or the treatment and care of a specific condition, you should seek consultation with your healthcare provider or doctor promptly.

5.5.2 You should always first seek medical advice from your healthcare provider or doctor before participating or engaging in a new workout or exercise regime, or varying your current regime, and should always exercise according to your fitness, limits and abilities. If you ever start to feel unwell or uncomfortable during the course of an activity or exercise, you should stop immediately and seek further advice from your healthcare provider or doctor. HSBC and HSBC Life do not accept any liabilities arising from over-exercise, inappropriate exercises, or any underlying or undiagnosed medical conditions or defects you may have. HSBC and HSBC Life shall not be held responsible with

respect to death, injury or any consequential damage or loss arising from or in connection with your participation in the Programme.

5.5.3 Any third party links provided by us on any of our websites, communication channels and social media are provided for your convenience. Their inclusion does not imply any approval or endorsement by us. We have no control over the content of those sites and accept no responsibility or liability in respect of them.

5.5.4 You must evaluate and bear all risks associated with the use of the content downloaded and acquired through our/third party websites. We shall not be liable for any damage or loss of any kind directly or indirectly arising from or in connection with your use or inability to access our website /third party links and/or use any related documents.

5.5.5 Please note that the material (including, without limitation, workout and exercise tips, and information contained in mobile apps and video clips), provided on any of our websites, communication channels and social media, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, is provided by way of information only and is in no way intended to be advice. Whilst we, (including our holding company, subsidiaries and/or the subsidiaries of our holding company), endeavour to ensure that the content of the materials are accurate, errors or omissions may occur and we do not accept any liability in respect of them.

5.5.6 The Programme should not be considered as communicating any invitation or inducement to engage in banking, lending, investment or insurance activity or any offer or solicitation to buy and sell securities or other instruments or to buy insurance.

## 5.6 Others

5.6.1 No person other than you, HSBC and HSBC Life will have any rights under the Contracts (Rights of Third Parties) Ordinance to enjoy the benefit to or enforce any of the provisions stated in these T&C's.

5.6.2 These T&C's are governed by and will be construed according to Hong Kong SAR laws.

5.6.3 HSBC, HSBC Life and you submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR in relation to any proceedings arising out of or in connection with these T&C's.

5.6.4 The use of data received from third party activity tracking platform and providers will adhere to the relevant platform/providers' developer and user data policy, to the extent applicable.

5.6.5 Data collected via the HSBC HK Mobile Banking app will not be shared with third party activity tracking platform and providers (except for dacadoo). Hence, the latter has no responsibility or liability for any such data.

5.6.6 Fitbit is/are registered trademark(s) or trademark(s) of Fitbit LLC and/or its affiliates in the United States and other countries. Google Fit is a trademark of Google LLC.

## Last Updated Date

6<sup>th</sup> August 2022