

The Hongkong and Shanghai Banking Corporation Limited

HSBC Jade Direct Family Service and HSBC Premier Next Generation Terms and Conditions

1. The HSBC Jade Direct Family Service and HSBC Premier Next Generation is available to all customers of HSBC Jade and HSBC Premier of The Hongkong and Shanghai Banking Corporation Limited in the Hong Kong Special Administrative Region (“**Hong Kong**”) (and its successors and assigns the “**Bank**” or “**HSBC**”). Each HSBC Jade client or HSBC Premier customer (each a “**Referrer**”) can recommend his or her direct family member (the “**Referee**”) to open (or, where applicable, convert an account to) an HSBC Premier account as the sole account holder* or joint account holder and the Referee(s) will be entitled to enjoy the below balance fee waiver (the “**Offer**”) as long as the Referee can also meet the minimum eligibility criteria stated in clause 2 (“**Eligibility Criteria**”). Direct family members refer to only the spouse/partner and children of Referrer.

*Please note that Premier Next Generation is not available to the sole account of a spouse/partner of the HSBC Premier (non-HSBC Jade) customer.

2. The Offer is applicable to (1) an HSBC Premier joint account held by an HSBC Jade client or Premier customer and his/her direct family members or (2) an HSBC sole account to be held by the direct family members of the HSBC Jade client or Premier customer. To be eligible for the Offer, all of the following Eligibility Criteria must be fulfilled:

a. Eligibility Criteria applicable to the Referrer and Referee of an HSBC Jade client

- i. the Referrer must be an existing HSBC Jade client holding a separate HSBC Premier account with the Bank;
- ii. at time of opening of the HSBC Premier sole/joint account eligible for the Offer, the Referee must have attained the age of 18;
- iii. where the HSBC Premier account eligible for the Offer is a joint account, this account must be held in the joint names of the Referee and his/her Referrer; the Referee can have more than one account eligible for the Offer;
- iv. the HSBC Premier sole/joint account eligible for the Offer must be opened at any branch of the Bank in Hong Kong

b. Eligibility Criteria applicable to the Referrer and Referee of an HSBC Premier (non-HSBC Jade) customer

- i. the Referrer must be an existing customer holding an HSBC Premier account with the Bank with last 3 months’ average total relationship balance (“**TRB**”) not being less than HKD1 million or its equivalent;
- ii. at time of opening of the HSBC Premier sole/joint account eligible for the Offer, the Referee must have been aged between 18 and 28 for children;
- iii. only joint account of the spouse/partner is entitled to the Offer. The sole account of the spouse/partner of the HSBC Premier Referrer is not eligible for the Offer (in other words, such account will be subject to Premier eligibility, i.e. with the last 3 months’ average TRB of at least HKD1 million or its equivalent, and below balance fee if such eligibility is not met);
- iv. where the HSBC Premier account eligible for the Offer is a joint account, this account must be held in the joint names of the Referee and his/her Referrer; the Referee can have more than one account eligible for the Offer; and
- v. the HSBC Premier sole/joint account eligible for the Offer must be opened at any branch of the Bank in Hong Kong

Note: If the Referrer is subsequently upgraded from HSBC Premier to HSBC Jade status or downgraded from HSBC Jade to HSBC Premier, the eligibility criteria of the Offer will also change to correspond to the Referrer’s prevailing status.

3. To enjoy the Offer, the Referrer has to provide consent for his/her referral by completing a referral form at any of the Bank’s branches or through declaration via phone call with the branch staff, and the Referee(s) must, upon making an application to open an HSBC Premier account or (where applicable) convert existing account(s) to HSBC Premier account(s), present a referral form (completed and signed by the Referrer and the Referee) to the Bank.
4. Each Referee who has successfully opened (or, where applicable, converted an account to) an HSBC Premier account is entitled to the Offer for that account.
5. The Bank will notify the Referrer and/or the Referees in the manner set out below via such channels as the Bank may decide:
 - a. unsuccessful application for the Offer will be notified by the HSBC Jade Director/HSBC Premier Relationship Manager to the Referee;
 - b. if the Referee is no longer entitled to the Offer (for example, because the eligibility criteria in Clause 2 above can no longer be met or upon the Referrer’s removal or Referee’s withdrawal from the Offer), the Referee will be notified by an SMS notification before and after we start charging the below balance fee and the below balance fee will be reflected in the statements;

Note: The Referrer should notify the Referee if the Referrer’s status has changed or he/she no longer meets the eligible criteria of the Offer, and similarly, the Referee should notify the Referrer if he/she no longer meets the eligible criteria of the Offer. The Bank should not be responsible for giving such notifications.

6. Each Referrer can refer a maximum of 3 children and 1 spouse/partner concurrently to enjoy the Offer.
7. The date of account opening by the Referee, the date on which the Referrer ceases to be HSBC Jade client or HSBC Premier customer or the date of commencement or cessation of the Offer for any Referee as appearing in the Bank's record will be conclusive.
8. The Referrer may at any time apply to remove any of the Referee(s) from the Offer without consent of the Referee, and each Referee may at any time apply to withdraw from the Offer without consent of the Referrer, by submitting a prescribed form to the Bank. Such removal / withdrawal will be subject to the Bank's approval. Both the Referrer and the Referee will not be notified after the removal / withdrawal becomes effective.
9. Both the Referrer and Referee agree that their personal data collected via or in connection with the Referral Form or removal/withdrawal form will be used for the purpose of HSBC Jade Direct Family Service and Premier Next Generation Services and the daily operation of services provided to the Referrer and the Referee including (i) verifying the identity of the Referrer and the Referee to determine the eligibility for this Offer or any related offers if applicable and (ii) determining which HSBC Jade Director/HSBC Premier Relationship Manager is to be assigned to serve the Referee.
10. TRB of not being less than HKD100,000 or its equivalent is required if customer wants to apply for the HSBC Premier MasterCard.
11. The Bank reserves the right to change these terms and conditions at any time and the Offer may be withdrawn by the Bank at its discretion without prior notice. The Bank accepts no liability for any such change, withdrawal or termination. The Bank reserves the sole right to approve or decline any application for account opening, and the Bank is not obligated to provide reasons for declined applications.
12. No person other than the Referrer, the Referee and the Bank will have any right under the Contracts (Right of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
13. In the event of a dispute arising out of the Offer, the decision of the Bank shall be final and conclusive.
14. These terms and conditions are subject to prevailing regulatory requirements.
15. These terms and conditions are governed by and construed in accordance with the laws of Hong Kong.
16. Each of the Bank, the Referrer and the Referee submits to the non-exclusive jurisdiction of the courts of Hong Kong but these terms and conditions may be enforced in the courts of any competent jurisdiction.
17. If there is any discrepancy between the Chinese and English versions of these terms and conditions, the English version shall apply and prevail.

滙豐尚玉直系親屬計劃及滙豐卓越理財子女戶口條款及細則

1. 滙豐尚玉直系親屬計劃及滙豐卓越理財子女戶口只適用於香港特別行政區（「香港」）之香港上海滙豐銀行有限公司（及其繼承人和受讓人，「本行」或「滙豐」）的所有滙豐尚玉客戶及滙豐卓越理財戶口持有人。每位滙豐尚玉或滙豐卓越理財客戶（「推薦人」）均可推薦直系親屬（「受薦人」）作為個人戶口持有人或聯名戶口持有人開立或轉換（如適用）滙豐卓越理財戶口，並同時符合第 2 條規定的最低合資格條件（「合資格條件」），以獲享豁免低額結存服務費的優惠（「優惠」）。直系親屬須為推薦人的配偶/ 伴侶和子女。

*請注意滙豐卓越理財子女戶口不適用於滙豐卓越理財客戶（並不包括滙豐尚玉客戶）所推薦的配偶/ 伴侶之滙豐卓越理財個人戶口。

2. 優惠適用於（1）現有滙豐尚玉或卓越理財客戶及其直系親屬共同持有的滙豐卓越理財聯名戶口或（2）滙豐尚玉或卓越理財客戶之直系親屬持有的滙豐個人戶口。同時須符合以下所有合資格條件：
 - a. 推薦人為滙豐尚玉客戶，推薦人及受薦人所需的合資格條件
 - i. 推薦人為現有本行滙豐尚玉客戶並持有滙豐卓越理財戶口
 - ii. 直系親屬開立滙豐卓越理財個人/ 聯名戶口時，必須年滿 18 歲
 - iii. 若受惠之滙豐卓越理財戶口為聯名戶口，此戶口須由推薦人及受薦人共同擁有；受薦人名下可同時有多於一個戶口享有優惠
 - iv. 受惠的卓越理財個人/ 聯名戶口必須在香港任何滙豐分行開立
 - b. 推薦人為滙豐卓越理財客戶（並不包括滙豐尚玉客戶），推薦人及受薦人所需的合資格條件
 - i. 推薦人為現有客戶持有滙豐卓越理財戶口，且過往最近三個月的平均全面理財總值不少於港幣 100 萬元或等值資金
 - ii. 如受薦人為推薦人的子女，於開立滙豐卓越理財個人/ 聯名戶口時，其年齡必須介於 18 至 28 歲
 - iii. 如受薦人為推薦人的配偶/ 伴侶，此優惠只適用於受薦人與推薦人共同持有的滙豐卓越理財聯名戶口，但不適用於推薦人的配偶/ 伴侶所持有的滙豐卓越理財（並不包括滙豐尚玉客戶）個人戶口（即此個人戶口過往最近三個月的平均全面理財總值須不少於 100 萬港元或等值資金，否則將被收取低額結存服務費）。
 - iv. 若受惠之滙豐卓越理財戶口為聯名戶口，此戶口須由推薦人及受薦人共同擁有；受薦人名下可同時有多於一個戶口享有優惠
 - v. 受惠的卓越理財個人/ 聯名戶口必須在香港任何滙豐分行開立

*請注意如推薦人由滙豐卓越理財晉升至滙豐尚玉或由滙豐尚玉降級至滙豐卓越理財，以上所列明之合資格條件會就此而更改。

3. 受薦人必須申請作為獨立戶口持有人或聯名戶口持有人開立（或在適用情況下，將現有戶口轉為）滙豐卓越理財戶口時，同時向本行提交（由推薦人和受薦人共同填寫並簽名的）表格，以享有此優惠。
4. 成功開立（或在適用情況下，將戶口轉為）滙豐卓越理財戶口的受薦人可獲享本優惠。
5. 本行將就下列原因向推薦人及/ 或受薦人發出通知：
 - a. 如受薦人未能成功申請本優惠，將由滙豐尚玉客戶總監/ 卓越理財客戶經理作出通知。
 - b. 如受薦人未符合資格要求（如未能符合第 2 條所述之合資格要求或推薦人移除受薦人/ 受薦人退出本優惠），本行將於收取低額結存服務費前或開始收取低額結存服務費後透過短訊通知受薦人有關收取低額結存服務費之安排，而其低額結存服務費亦會顯示於月結單上；註： 推薦人應通知受薦人因推薦人的狀況有任何轉變而導致未能符合本優惠之資格要求，同樣地受薦人亦應通知推薦人因推薦人的狀況有任何轉變而導致未能符合本優惠之資格要求，有關之通知本行概不負責。

6. 每位推薦人最多可同時推薦三名子女和一名配偶/ 伴侶獲享本優惠。
7. 受薦人開立戶口、推薦人終止成為滙豐尚玉客戶或滙豐卓越理財客戶、或受薦人開始或終止本優惠的日期，均以本行紀錄所示為準。
8. 推薦人可隨時移除受薦人的優惠而毋須獲得受推薦人同意，受薦人亦可隨時退出優惠而毋須獲得推薦人同意。本行擁有有關該移除受薦人/ 受薦人退出的最終決定權。當該移除受薦人/受薦人退出生效時，推薦人及受薦人均不會另行作出通知。
9. 推薦人和受推薦人同意透過本表格向其收集的所有個人資料將用作向推薦人和受推薦人提供滙豐尚玉直系親屬計劃及滙豐卓越理財子女戶口以及推薦人和受推薦人獲提供服務的日常營運用途，包括 (i) 核實推薦人和受薦人的身分以決定是否符合本優惠或其他有關優惠的資格，及 (ii) 決定指派為受薦人服務的滙豐尚玉客戶總監/ 卓越理財客戶經理的人選。
10. 若客戶申請卓越理財信用卡，其全面理財總值需不少於港幣 100,000 或以上。
11. 本行保留隨時更改本條款及細則的權利，並可能運用酌情權取消及或終止優惠，而毋須預先通知。對於有關更改、取消及終止所引致之影響，本行概不承擔任何責任。本行保留自行批准或拒絕任何開戶申請的權利，且並無義務提供拒絕申請的理由。
12. 除推薦人、受薦人及本行之外，並無其他人士有權根據《合約（第三者權利）條例》強制執行本條款及細則的任何條文或享有相關利益。
13. 對於因本優惠引致的爭議，本行的決定具有最終效力及決定性。
14. 本優惠之條款及細則受現行監管規定約束。
15. 本條款及細則受香港特別行政區法律管轄並據此詮釋。
16. 本行、推薦人和受薦人各方均接受香港特別行政區法院的非專有司法管轄權，而本條款及細則亦可在任何其他具有司法管轄權的法院強制執行。
17. 本條款及細則的中英文本在文義上如有歧異，概以英文本為準。