HSBC Smart Solution HKD68 Offer

Terms and Conditions

- 1. The HSBC Smart Solution HKD68 Offer (the "**Promotion**") is available to all Business Internet Banking users of The Hongkong and Shanghai Banking Corporation Limited in Hong Kong ("**HSBC**") who have fulfilled all the following requirements ("**Eligible Users**"):
 - a. Company's registered address is in Hong Kong
 - b. Successfully registered as a user on the HSBC Smart Solution (the "**Platform**") from 12 February 2021 to 26 February 2021, both dates inclusive (the "**Promotional Period**")
- 2. Eligible Users will be eligible for one HKD68 Pacific Coffee e-cash coffee voucher (the "Offer").
- 3. Each Eligible User is entitled to a maximum of one HKD68 Pacific Coffee e-cash coffee voucher irrespective of the number of times they registered for the Platform during the Promotional Period.
- 4. If the log on profile of the Eligible User is cancelled before receiving the Offer, they will no longer be considered an Eligible User for the purposes of the Offer and the Offer will not be fulfilled.
- 5. The Offer will be delivered via HSBC Business Express mobile app (the "App") on or before 16 May 2021.
- 6. In the event of loss of or damage to the Offer after being sent out by HSBC, the Offer will not be replaced.
- 7. HSBC reserves the right to replace the Offer with any alternative gift without prior notice if the Offer under this Promotion is not available or out of stock.
- 8. The Offer (or any alternative gift) is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer (or any alternative gift) for cash, other products, services or discounts or transfer or sell the Offer (or any alternative gift).
- 9. The use of the Offer (or any alternative gift) may be subject to the terms and conditions stipulated by the supplying manufacturer/supplier/merchant.
- 10. HSBC is not the manufacturer/supplier/merchant of the Offer (or any alternative gift) and assumes no responsibility for the quality of products and services provided by the supplying manufacturer/supplier/merchant of the Offer (or any alternative gift).
- 11. The Eligible User cannot choose or request to change the manufacturer/supplier/merchant supplying the Offer (or any alternative gifts).
- 12. By registering for or participating in the Promotion, the Eligible User agrees to be bound by these terms and conditions.
- 13. It is the Eligible User's responsibility to comply (at their own expense) with any laws requiring payment of any tax, duty, levy or similar impost relating to the award of the Offer, and HSBC shall have no responsibility in respect thereof.
- 14. The Offer is provided subject to prevailing regulatory requirements.
- 15. In case of disputes arising out of this Promotion, the decision of HSBC shall be final and conclusive.
- 16. HSBC reserves the right to revise these terms and conditions and/or postpone, suspend or terminate any of these Offers or the Promotion at any time without prior notice. HSBC accepts no liability for any such change, postponement, suspension or termination, and has the final decision on all matters and disputes arising out of the Promotion.
- 17. No person other than HSBC and the Eligible User will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
- 18. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 19. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). Each of HSBC and the Eligible User 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.

