

## 2020 HSBC HK Business Express Mobile App Offer Promotional Terms and Conditions

- 1. The 2020 HSBC HK Business Express Mobile App Offer (the "Promotion") is available to all Business Internet Banking users of The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (the "Bank") who have fulfilled all the following requirements ("Eligible Users"):
  - (a) Company's registered address is in Hong Kong
  - (b) Downloaded the HSBC HK Business Express mobile app (the "App")
  - (c) Logged on the App and initiated one payment to a third party through the App for the first time from 1 April 2020 to 30 June 2020, both dates inclusive (the "Promotional Period")
- 2. Only the first 4,000 Eligible Users will be eligible for one HKD50 Pacific Coffee e-cash coffee voucher or if they enabled mobile push notification and maintained the subscription during the promotional period, to one HKD100 Pacific Coffee e-gift card (the "Offer").
- 3. Each Eligible User is entitled to a maximum of one HKD50 Pacific Coffee e-cash coffee voucher or HKD100 Pacific Coffee e-gift card irrespective of the number of payments initiated through the App 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 the App on or before **15 September 2020.**
- 6. If the Eligible User deletes the App before receiving the Offer or in the event of loss of or damage to the Offer after being sent out by the Bank, the Offer will not be replaced.
- 7. The Bank reserves the right to replace the Offer with any alternative gifts without prior notice. The Offer cannot be changed nor converted to cash and the use of the Offer (or any alternative gifts) may be subject to the terms and conditions stipulated by the supplying merchant(s). The Bank is not responsible for and shall have no liability in respect of the quality of products and services provided by the supplying merchant(s) of the Offer (or any alternative gifts).
- 8. The Eligible User cannot choose or request to change the merchants supplying the Offer (or any alternative gifts).
- 9. The Offer is provided subject to prevailing regulatory requirements.
- 10. In case of disputes arising out of this Promotion, the decision of the Bank shall be final and conclusive.
- 11. The Bank reserves the right to suspend and/or terminate granting any offer under this Promotion, and/or vary these terms and conditions at any time without prior notice. The Bank accepts no liability for any such change or suspension/termination.
- 12. No person other than the Bank 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 promotional terms and conditions.
- 13. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 14. 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 the Bank 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.