

## **2023 HSBC HK Business Express Mobile App Targeted Promotion**

### **Terms and Conditions**

1. The 2023 HSBC HK Business Express Mobile App Targeted Promotion (the "**Promotion**") is available to selected customers of The Hongkong and Shanghai Banking Corporation Limited in Hong Kong ("**HSBC**") who have fulfilled all the following requirements ("**Eligible User**"):
  - (a) Are an HSBC Commercial Banking customer by 1 February 2023; and
  - (b) The Company's registered address is in Hong Kong; and
  - (c) The Company's correspondence address is in Hong Kong; and
  - (d) Successfully complete the required action listed below between 15 February 2023 and 15 May 2023 (both dates inclusive) (the "**Promotional Period**") to receive the corresponding offer listed in the table (the "**Offer**"):

<b>Category</b>	<b>Required Action</b>	<b>Offer</b>	<b>Quota</b>
1	Log on to the HSBC Business Express mobile app (the " <b>App</b> ") and activate Mobile Security Key for the first time	HKD75 foodpanda e-voucher	4,000
2	Enable mobile push notification in the App and maintain the subscription	HKD25 foodpanda e-voucher	4,000

2. Each Eligible User is entitled to one Offer per category and will receive a maximum of HKD100 foodpanda e-vouchers in total.
3. A quota applies (see table above) and the Offer is given out on a first come, first served basis.
4. If the Business Integrated Account of the Eligible User is cancelled, the App logon profile of the Eligible User is cancelled or the mobile push notification is disabled during the Promotional Period or 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. HSBC has the sole and absolute discretion in determining a customer's eligibility to receive the Offer. If we discover at any time, whether after or during the Promotional Period, that any Eligible User has failed to comply with these terms and conditions, we are entitled to disqualify the Eligible User from participating in the Promotion and receiving the Offer.
6. The Offer will be delivered via the App on or before **15 August 2023**.
7. HSBC reserves the right to replace the Offer with any alternative gift without prior notice.
8. The Offer (or any alternative gifts) is not replaceable in the event of any loss or damage.
9. The Offer (or any alternative gifts) is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer (or any alternative gifts) for cash, other products, services or discounts or transfer or sell the Offer (or any alternative gifts).
10. HSBC shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by you as a result of your participation in this Promotion.
11. The use of the Offer (or any alternative gifts) may be subject to the terms and conditions stipulated by the supplying manufacturer/supplier/merchant.
12. HSBC is not the manufacturer/supplier/merchant of the Offer (or any alternative gifts) and assumes no responsibility for the quality of products and services provided by the supplying manufacturer/supplier/merchant of the Offer (or any alternative gifts).
13. The Eligible User cannot choose or request to change the manufacturer/supplier/merchant supplying the Offer (or any alternative gifts).
14. By participating in the Promotion, the Eligible User agrees to be bound by these terms and conditions.
15. 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.
16. The Offer is provided subject to prevailing regulatory requirements.
17. In case of any dispute arising out of this Promotion, the decision of HSBC shall be final and conclusive.
18. HSBC reserves the right to revise these terms and conditions and/or postpone, suspend or terminate the Offer 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.
19. 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.
20. If there is any conflict between the information contained in the promotional materials and these terms and conditions, these terms and conditions will apply and prevail.
21. In case of discrepancies between the English and Chinese versions of the promotional materials and these terms and conditions, the English version shall prevail.
22. 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 exclusive jurisdiction of the courts of Hong Kong.

