



2023 U.S. Stock Trading Activation Offer **Terms and Conditions**

1. To enable The Hongkong and Shanghai Banking Corporation Limited, Hong Kong (the “**Bank**” or “**HSBC**”) to provide U.S. stock trading service to HSBC customers, HSBC customers need to complete the U.S. Internal Revenue Service (“**IRS**”) W form and submit it to HSBC in order to comply with the regulations under the Foreign Account Tax Compliance Act (“**FATCA**”) from the U.S. government.
2. For more information about FATCA and how to update the Non-U.S. Person Status with IRS W form, please visit the following HSBC’s website: <https://www.fatca.hsbc.com/>
3. This 2023 U.S. Stock Trading Activation Offer (the “**Promotion**”) is available to HSBC customers who are Business Internet Banking users and have fulfilled all of the following requirements (“**Eligible Customer**”):
 - (a) not a citizen/resident/tax payer resident of the United States of America (U.S) (collectively “U.S Person”);
 - (b) maintains a HSBC business investment account;
 - (c) successfully updated the Non-U.S. Person Status in HSBC’s record from 30 January 2023 to 29 July 2023 (both dates inclusive, the “**Promotional Period**”) by submitting the completed IRS W form, which is accepted by the Bank;
 - (d) not holding a Non-U.S. Person Status in HSBC’s record before the Promotional Period.
4. Eligible Customers will be eligible for one HKD50 foodpanda e-voucher (the “**Offer**”).
5. The Offer is subject to availability and is provided on a first come first serve basis.
6. Each Eligible Customer is entitled to a maximum of one HKD50 foodpanda e-voucher irrespective of the number of times they have updated their Non-U.S. Person Status in HSBC’s record during the Promotional Period.
7. If the HSBC business investment account of the Eligible Customer is cancelled before delivery of the Offer, they will no longer be considered an Eligible Customer for the purposes of the Offer and the Offer will not be fulfilled.
8. The Bank has the sole right to determine the date on which a customer’s Non-US Person Status is considered as successfully updated. In case of any dispute, HSBC’s records prevail.
9. We will notify those Eligible Customers who are eligible for the Offer and how to redeem it via either SMS or email or Business Internet Banking inbox message, depending on their selected communication preference.
10. The Offer will be delivered via HSBC Business Internet Banking on or before 31 October 2023.
11. In the event of loss or damage to the Offer after being sent out by HSBC, the Offer will not be replaced.
12. 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.
13. 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).
14. The use of the Offer (or any alternative gift) may be subject to the terms and conditions stipulated by the supplying manufacturer/supplier/merchant.
15. 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).
16. The Eligible Customers cannot choose or request to change the merchants supplying the gift voucher (or any alternative gifts).
17. By registering for or participating in the Promotion, the Eligible Customers agree to be bound by these terms and conditions.
18. It is the Eligible Customer’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.
19. The Offer is provided subject to prevailing regulatory requirements.
20. In case of disputes arising out of this Promotion, the decision of HSBC shall be final and conclusive.
21. 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.

22. No person other than HSBC and the Eligible Customer 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.
23. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.
24. 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 Customer 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.
25. Investment involves risks. You should carefully consider whether any investment products or services mentioned herein are appropriate for you in view of your investment experience, objectives, financial resources and relevant circumstances. The price of securities may move up or down. Losses may be incurred as well as profits made as a result of buying and selling securities.

Issued by The Hongkong and Shanghai Banking Corporation Limited