

Terms and Conditions for HSBC TradePay Promotional Offer

Promotional Terms and Conditions

1. This promotion is offered by The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**” or the “**Bank**”).
2. The following “**Offers**” are applicable to a new or existing HSBC Hong Kong Commercial Banking customer (an “**Eligible Customer**”) who (i) has been granted a HSBC TradePay facility (an “**Eligible HSBC TradePay Facility**”) and (ii) successfully registers for the Offer on the <https://www.business.hsbc.com.hk/en-gb/tradepayoffer-form-2024> or another channel that has been agreed and authenticated by the Bank, between 22 Apr 2024 and 23 Sep 2024, both dates inclusive (the “**Promotional Period**”).
3. Unless otherwise defined in these Terms and Conditions, terms defined in, or construed for the purposes of, HSBC’s Standard Trade Terms (as amended from time to time and which can be accessed, read and printed at/from <https://www.gbm.hsbc.com/en-gb/standard-trade-terms>) have the same meanings when used in these terms and conditions.
4. Under the Offer:
 - (a) An Eligible Customer may enjoy a waiver of the handling commission fee applicable to an Eligible Transaction (as defined below) that is applied, instructed or requested by the Eligible Customer within the first two calendar months of the first drawdown by that Eligible Customer under the relevant HSBC TradePay facility. Such handling commission fee shall be calculated in accordance with the latest HSBC Commercial Tariffs, which can be accessed, read and printed by the Eligible Customer at/from <https://www.business.hsbc.com.hk/en-gb/regulations/commercial-tariffs>, or as stipulated in the facility offer letter of the Eligible HSBC TradePay Facility.
 - (i) For the purpose of this Clause 4(a), where an Eligible HSBC TradePay Facility is offered to an Eligible Customer and its subsidiary and/or associate undertakings (an “**Eligible Customer Group**”) under one facility agreement, this Offer shall apply to a drawdown made by either that Eligible Customer or a member of that Eligible Customer Group relating to such Eligible HSBC TradePay Facility.
 - (ii) An “**Eligible Transaction**” refers to the trade transactions, products and/or services set out in Section G (Import/ Export) of the latest HSBC Commercial Tariffs, or other products and/or services stipulated in the facility offer letter of the Eligible HSBC TradePay Facility.
 - (b) The following will be offered to each Eligible Customer whose:
 - (A) utilization of its Eligible HSBC TradePay Facility is over or equal to 50% for two consecutive months during the Promotion Period, as determined by calculating the percentage of (x) the amount drawn under the relevant Eligible HSBC TradePay Facility at the end of each calendar month within the Promotion Period against (y) the total approved credit limit of that Eligible HSBC TradePay Facility; and
 - (B) total approved credit limit of the relevant Eligible HSBC TradePay Facility falls within the scope indicated below.

In respect of an Eligible Customer who fulfils the conditions set out in this Clause 4(b):

- (i) if the total approved credit limit of the Eligible HSBC TradePay Facility granted by the Bank to the Eligible Customer is over HKD 30 million or above, the Eligible Customer will be entitled to trade voucher(s) of HKD 38,000;
- (ii) if the total approved credit limit of the Eligible HSBC TradePay Facility granted by the Bank to the Eligible Customer is between HKD 20 million and HKD 30 million, the Eligible Customer will be entitled to trade voucher(s) of HKD 18,000 and
- (iii) if the total approved credit limit of the Eligible HSBC TradePay Facility granted by the Bank to the Eligible Customer is between HKD 8 million and HKD 20 million, the Eligible Customer will be entitled to trade voucher(s) of HKD 8,000.

For the purpose of this Clause 4(b), where an Eligible HSBC TradePay Facility is offered to an Eligible Customer and the Eligible Customer Group under one facility agreement, the Offer shall be determined by calculating the utilization of that Eligible Customer and relevant member(s) of the Eligible Customer Group relating to the relevant Eligible HSBC TradePay Facility in accordance with the terms of this Clause 4(b).

Examples:

Total approved credit limit of Eligible HSBC TradePay Facility	Utilization per bank record			Eligibility for trade voucher
	30Apr24	31May24	30Jun24	
HKD10m	HKD8m	HKD6m	-	Yes
HKD10m	HKD8m	-	HKD8m	No

5. Each Eligible Customer must successfully register for the Offer by completing a registration form and submitting any relevant information via <https://www.business.hsbc.com.hk/en-gb/tradepayoffer-form-2024> or another channel that has been agreed and authenticated by the Bank during the Promotional Period. Regardless of the date on which an Eligible Customer is successfully enrolled in the Offer, each Eligible Customer is entitled to enjoy the Offer within the Promotional Period.
6. HSBC will arrange for the relevant handling commission fee that was waived under the Offer to be credited to the Integrated account of the Eligible Customer within two months of the last day of the Promotional Period.
7. Trade vouchers will be mailed out by the Bank on or before 31 Dec 2024 to Eligible Customer's local correspondence address maintained in the Bank's record at the time of Offer fulfilment, or as mutually agreed with the Bank.
8. The Offer will not be replaced in the event of loss or damage, including without limitation if they are lost in transit after being mailed out by the Bank to the Eligible Customers.
9. If an Eligible Customer successfully redeems a trade voucher, the value of the trade voucher will be deducted from the applicable fees and charges of a trade transaction set out in Section F (Guarantees) and Section G (Import/Export) and Section H (Receivables Finance) of the latest HSBC Commercial Tariffs published at <https://www.business.hsbc.com.hk/en-gb/resource->

centre/commercial-tariffs or the facility offer letter of General Banking Facility granted to eligible customer and applied via the Account of the Eligible Customer.

10. The expiry date of trade vouchers offered by the Bank under this Offer is 30 Jun 2025. An Eligible Customer can submit one trade voucher per Transaction.
11. HSBC has absolute discretion to determine whether a customer is considered an Eligible Customer.
12. HSBC is not liable to any customer or Eligible Customer who fails to submit the information required for its registration of the Offer including but not limited to as a result of any technical problems or any other reason that may lead unsuccessful connection to the registration form for the Offer. The date appearing in HSBC's record will be final and conclusive as to the date on which a customer had submitted its registration for the Offer.
13. If, for whatever reason, an Eligible Customer is unable to fulfil an Eligible Transaction within the Promotional Period, that customer will not be considered an Eligible Customer for the purposes of the Offer, and the Offer will not be fulfilled.
14. The dates and amounts appearing in the HSBC record will be conclusive as to (a) the amount of balances/number of any transaction carried out and (b) the date on which an account, product, service or transaction was opened, provided, issued, executed or terminated.
15. If an Eligible Customer cancels its bank account, trade account number for trade finance products and/or services or the relevant HSBC TradePay Facility with the Bank before the fulfilment of the Offer, the Bank reserves the right to suspend and/or terminate granting any offer under these terms.
16. HSBC reserves the right to offer an alternative Offer, or to revise these terms and conditions and/or postpone, suspend or terminate any Offer or this 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 Offer or this promotion.
17. Any refund of any handling commission fees, fees or charges under this Offer cannot be converted into cash or withdrawn as a cash advance and is not transferrable. The Offer is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer for cash, other products, services or discounts or transfer or sell the Offer.
18. The relevant product(s) under this promotion is available on request. Terms and conditions apply, and service charges may be applicable.
19. This Offer cannot be used in conjunction with other promotional offers under any concurrent promotions run by the Bank.
20. 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 trade voucher if any, and HSBC shall have no responsibility in respect thereof.
21. The Offer is provided subject to prevailing regulatory requirements.
22. In case of disputes arising out of this promotion, the decision of HSBC shall be final and conclusive.
23. No person other than the Bank and the Eligible Customers 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.
24. In the event of any discrepancy or inconsistency between the English version and the Chinese version of these terms and conditions, the English version shall apply and prevail.
25. 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

Customers 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.

26. Should you prefer not to receive marketing information or calls from The Hongkong and Shanghai Banking Corporation Limited, please inform us by calling our Customer Service Hotline on 2748 8288 or sending us a request by email to unsubscribe@hsbc.com.hk or mailing your request to "The Hongkong and Shanghai Banking Corporation Limited, PO BOX 72677, Kowloon Central Post Office, Kowloon, Hong Kong" or visiting any one of our branches. Please specify the type of marketing information that you would like to stop receiving (direct mail by post, email, SMS or telephone calls) when making such request. We will arrange to have your company excluded from our marketing list without charge. Please do not provide your account or credit card number, or disclose any confidential information in your email.

Reminder: "To borrow or not to borrow? Borrow only if you can repay!"

