

### TERMS AND CONDITIONS OF

# **"VIETNAM AIRLINES LOTUSMILES OFFER FOR HSBC PREMIER CUSTOMERS"**

#### PROGRAM

(Effective from 15<sup>th</sup> November 2023)

Please note that participation in the Program will be deemed as a confirmation that Customer has read, understood and accepted the following Terms and Conditions.

### 1. PROGRAM INFORMATION

- 1.1. The "Vietnam Airlines Lotusmiles Offer for HSBC Premier Customers" Program ("Promotion Offers") is available for all branches and transaction offices of HSBC Bank (Vietnam) Ltd. ("HSBC" or "The Bank") in Ho Chi Minh City, Binh Duong, Hanoi, and Da Nang; and takes effect from 15<sup>th</sup> November 2023 to 29<sup>th</sup> February 2024 (both days inclusive) ("Promotion Period").
- 1.2. The Program is applicable to the customers that
  - a. Are New Premier customers of HSBC during the Promotion Period ("New Premier Customers"); and
  - b. Meet the conditions of the Program.
- 1.3. HSBC Employees are not eligible to join this Program.
- 1.4. Under the scope of this Terms and Conditions, Premier account(s) are account(s) at HSBC of Premier Customers, including current account(s) and term deposit account(s) (excluding all Credit Card(s)).

(Hereinafter referred to as "Eligible Customers")

#### 2. PROGRAM DETAILS

- 2.1. Conditions to receive the **Bonus Lotusmiles**:
  - a. New Customers who successfully open Premier account(s) ("New Premier Customers")
     from 15<sup>th</sup> November 2023 to 31<sup>st</sup> January 2024 (both days inclusive); and

- b. Maintain Total Relationship Balance on their Premier accounts ("Premier accounts") from at VND 500 million or foreign currency equivalent ("Total Relationship Balance"); in which
- c. Total Relationship Balance is the amount of deposit (either in cash or by bank transfer) credited into Premier account(s) ("Premier Accounts") from 15<sup>th</sup> November 2023 to 29<sup>th</sup> February 2024 (both days inclusive).

Eligible Customers who meet the criteria in section 2.1 of these Terms and Conditions are considered "Customers Eligible for Promotion Offers".

2.2. Terms of **Bonus Lotusmiles**:

Each Customer Eligible for Promotion Offers will receive **10,000** (in word: ten thousand) **bonus Lotusmiles** for each of VND 500 million of Total Relationship Balance in Premier account(s).

For example:

- Eligible Customer named A, whose Total Relationship Balance maintained in his/her Premier account(s) in 6 months according to the Bank's public board rates is VND 500 million (up to lower than VND 1 billion), will receive 10,000 (in word: ten thousand) bonus Lotusmiles;
- Eligible Customer named B, whose Total Relationship Balance maintained in his/her Premier account(s) in 6 months according to the Bank's public board rates is VND 1 billion (up to lower than VND 1,5 billion), will receive 20,000 (in word: twenty thousand) bonus Lotusmiles.
- a. There is no limit to the number of bonus Lotusmiles earned by each Eligible Customer.
- b. The Bank will send notification of tota rewarded amount of bonus Lotusmiles to Customer Eligible for Promotion Offers via Customers' email address registered with the Bank. The Bank is not responsible for notifications not being sent successfully when the Customer does not provide and update the correct email address.
- c. The Bank and Vietnam Airlines will add the announced bonus LotusMiles to Customers' Lotusmiles accounts within 45 working days from the notification date. Customers' Lotusmiles accounts are accounts whose phone number is the same as Customers' phone number registered with the Bank.

- d. The foreign currency exchange rates announced on the Banks' public website will be used to calculate Customers' Total Relationship Balance.
- e. Customers Eligible for Promotion Offers must maintain Total Relationship Balance within six (06) months from the date of successful deposit into Premier account(s). If the Customers received the Promotion Offers from the Program but is unable to maintain the Total Relationship Balance in accordance with the Program conditions, the Bank reserves the right to clawback appropriate amount equivalent to the value of one or more Promotion Offers from Customer's current account/credit card. The deducted amount will be reflected in the Customer's statement in the following month of the deduction date. The unit price of Bonus Lotusmiles when deducted is 275 VND/mile for each Bonus Lotusmiles rewarded (including 10% VAT).
- 2.3. Program timeline:

Execution order	Promotion period		
	Batch 1	Batch 2	Batch 3
a. Eligible period for <b>Premier</b>	15/11/2023 -	01/12/2023 -	01/01/2024 -
Account Opening Date	30/11/2023	31/12/2023	31/01/2024
<ul> <li>b. Eligible Period for Total</li> <li>Relationship Balance deposited</li> <li>into Premier Account(s)</li> </ul>	Within 30 days, from the Eligible Premier Account Opening Date, but no later than 29/02/2024.		
<ul> <li>c. Final date for HSBC to finalize</li> <li>Customer Eligible for</li> <li>Promotion Offers</li> </ul>	15/1/2024	15/02/2024	15/03/2024
<ul> <li>d. Final date for HSBC to</li> <li>announce results to Customer</li> <li>Eligible for Promotion Offers</li> </ul>	31/01/2024	29/02/2024	31/03/2024

## 3. GENERAL TERMS & CONDITIONS

3.1. In case of Joint Account(s), Eligible Customers will be either of the Joint Account Holders to receive Bonus Lotusmiles

- 3.2. In case of any concerns relating to the Program, Customers could contact HSBC Premier Customer Services Hotline via (84)28 37 247 666 or Customer' Premier Relationship Manager for further assistance.
- 3.3. This Program are not applied simultaneously with other Programs. In the event where there's more than one (01) Program being applied for the same product, Customer has the right to choose which Program that Customer would like to join
- 3.4. The Bank will send the notification email to Eligible Customer's email address, registered with HSBC at the time of Premier Account(s) opening. In case Eligible Customers change their email addresses during the Promotion period, Eligible Customers must notice and update their email addresses with the Bank via either of the below options:
  - a. Option 1: Contact the Bank via HSBC Premier Customer Services Hotline (24/7): (84 28)
    37 247 666
  - b. Option 2: Send the request following instructions on Secured Message via HSBC Online Banking
- 3.5. These Terms and Conditions are applied in conjunction with the below documents,
  - a. Premier Master Account Terms and Conditions;
  - b. HSBC Debit Card Terms and Conditions;
  - c. Online Banking Terms and Conditions;
  - d. Phone Banking Services Terms and Conditions;
  - e. Cheque Terms and Conditions;
  - f. Terms and Conditions of Time Deposit Account and Savings Deposit Account;
  - g. Terms and Conditions of HSBC Premier By Salary and HSBC Premier By Mortgage;
  - h. HSBC Premier Credit Card Cardholder Agreement.
- 3.6. For disputes arising in connection with the Program, HSBC will resolve in the spirit of cooperation with customers. Any dispute remaining unsolved will be settled in accordance with the laws of Vietnam.
- 3.7. The decisions of HSBC on all matters relating to the Program are final, conclusive, and binding without further notice to customers.
- 3.8. In case of force majeure events, HSBC will inform the customers and the relevant authority bodies on the ending of the Program before the original ending date. A force majeure event is an objective event that is unpredictable and cannot be overcome despite the application of

all necessary and permissible measures. Force majeure events include, but are not limited to, earthquakes, storms, floods, wars, strikes, layoffs, riots, epidemics, quarantines, technical incidents, any relevant acts of the government or relevant policies that affect the Program or other objective events that are unpredictable and recoverable despite all necessary and permissible measures taken.

- 3.9. The Terms and Conditions of this Program can be changed from time to time at HSBC's discretion. Changes (if any) will be notified, registered in accordance with the law and updated on HSBC's website before the effective date.
- 3.10. Information about the Program is published on HSBC's public website (<u>https://www.hsbc.com.vn/</u>) or at branches/ transaction offices.
- 3.11. HSBC is not a provider for Bonus Lotusmiles. Bonus Lotusmiles are provided by Vietnam Airlines JSC. Bonus Lotusmiles is provided under such terms and conditions as determined by Vietnam Airlines, and the Bank is not responsible in any way related to those Bonus Lotusmiles. The Bonus Lotusmiles is not certified by HSBC and under no circumstances should any Bonus Lotusmiles be included in this Program will be construed as an endorsement or recommendation of the product/service by HSBC.
- 3.12. In case of any inquiries and complaints related to Bonus Lotusmiles, Customers are advised to contact directly to Lotusmiles via Call Centre for Lotusmiles members: (24/7) <u>1900</u> <u>1800</u> (for calls within Vietnam) hoặc <u>+84 24 38320320</u> (for calls outside Vietnam).
- 3.13. Any queries or complaints relating to Lotusmiles mileage are subject to the Terms and Conditions of Lotusmiles.
- 3.14. The terms and conditions of the Program shall be governed by the provisions of Vietnamese law. These Terms and Conditions are made in English and Vietnamese. In case of discrepancies between the English and the Vietnamese versions of these terms and conditions, the Vietnamese version shall prevail.