

**Terms and Conditions**

1. The Offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC) and EazyDiner Private Limited (EazyDiner), and any participation in the said Offer is voluntary.
2. During the Offer Period, Cardholders can avail the Offer using their valid HSBC Credit Card ('Card').
3. This Offer is applicable to existing and new resident HSBC Credit Cardholders, excluding Corporate Cardholders (hereinafter referred to as 'Cardholders'). Credit Cardholders who have not repaid their minimum payment due within 30 days of their payment due date as mentioned on the credit card statement, will not be eligible for the Offer. Add-on Cardholders will be separately and additionally eligible for the Offer. Transactions where payment (partial or full) is made using any other mode of payment (other bank cards or e-wallet options) will not be eligible for the Offer. Transactions where payments are made with Card using any e-wallet will not be eligible for the Offer.
4. During the period 1 October 2023 to 31 December 2023 (both dates included) ('Offer Period'), Cardholders on using their valid HSBC Credit Card issued in India only ('Card') on EazyDiner website or mobile application will be entitled to the below Offer only on Payeazy enabled restaurants on EazyDiner ('Offer'):

Credit Card Variant	Offer	Minimum transaction value
HSBC Premier Mastercard Credit Card starting with 512042	30% instant discount up to ₹1,250	₹2,500
All other HSBC Credit Cards	15% instant discount up to ₹500	₹2,500

- Offer is applicable on minimum transaction value as mentioned in the above table depending on the HSBC Credit Card variant used for payment
  - Cardholder needs to make the booking on EazyDiner via App, website, or mobile site
  - Post dining, Cardholder needs to make the payment via Payeazy using their HSBC Card to avail the above Offer
  - Offer will be applicable on dining in restaurants, home delivery and takeaways
5. The Offer is not valid on debit cards, net banking, commercial and Corporate Cards issued by HSBC.
  6. Cardholders / Customers understand and agree that transactions / payments made through Mobile Card or Tokenised Card facility offered by HSBC will not be valid for availing the Offer.
  7. Terms and Conditions of EazyDiner would apply with respect to cancellation of orders, refund, and replacement. For more details visit the concerned EazyDiner website/mobile application for more details. This Offer is subject to the Terms and Conditions of EazyDiner as well, and Cardholders are required to refer to, read, understand, accept, and agree to be bound by them.
  8. All decisions with respect to the Offer shall be at the sole discretion of HSBC and the same shall be final, binding, and non-contestable. Other than the specific entitlements available to the Cardholder under the Offer, any other claims with regards to the Offer against HSBC are deemed waived.
  9. HSBC does not make any warranties or representation about the quality, merchantability, suitability, or availability of the services Offered under this Offer. Any dispute regarding these must be addressed in writing, by the customer, directly with EazyDiner.
  10. HSBC will not be liable for any direct or indirect loss or damage whatsoever that may be suffered, as a result of participating in the Offer.
  11. Prior to availing the Offer by making any purchases on EazyDiner website and/or mobile application, the Cardholder should refer, read, understand, accept, and agree to the user agreement and Terms and Conditions of the said website and mobile application, and proceed only if the Cardholder agrees to abide by the same. The Cardholder might be required to give personal information and other details online. The Cardholder should read and understand the privacy policy of the website and mobile application, prior to providing any such information. Any disclosure of information made by the Cardholder towards availing of or fulfilment of the Offer is at the sole discretion of the Cardholder and HSBC will not be responsible for the same. Merchants may use the personal information shared by the customer for any other purpose (like marketing, etc.) and HSBC shall not be held liable for such usage of personal information.
  12. Appropriate discount will be applied only on using valid Cards on purchases made on EazyDiner's e-commerce website the mobile website or mobile application during the promotion period for the minimum Net Transaction Value as per the Offer.
  13. The Net Transaction Value is the total purchase value arrived at before availing discount under this Offer. The Cardholders are advised to check the applicability of the discount before making the payment.
  14. HSBC and/or EazyDiner reserve the right to cancel an order in case of any fraudulent activity including creating duplicate accounts, aliasing, placing multiple orders or violating the Terms and Conditions. Upon cancellation, the order will not be reinstated. HSBC shall not be liable for any refunds or compensation in case of said cancellations by EazyDiner.
  15. The discount amount Offered will not be settled in cash under any circumstances whatsoever.
  16. Any defects, deficiency, claims, issues, damages, or losses arising with respect to the product/services shall be the sole responsibility and liability of the manufacturer/seller or the service provider and HSBC will not be responsible for the same.
  17. Any query regarding the Offer will be entertained during the Offer Period only.
  18. In case of complete cancellation of the order by the Cardholder, the transaction will not qualify for the Offer. In case of partial cancellation of the order, the Cardholder shall qualify for the Offer only on the basis of the net amount payable.
  19. The Offer is valid in India for adults of a sound mind only.
  20. This Offer shall be subjected to all applicable central/or state laws, rules, and regulations.
  21. This document is an electronic record in terms of the Information Technology Act, 2000, and the rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
  22. HSBC and EazyDiner reserve the right to add, alter, modify, change, or vary all or any of these Terms and Conditions or to replace, wholly or in part, this Offer with another, whether similar to this Offer or not, or to withdraw it completely at any point in time at its sole discretion. The Offer may/may not be extended as mutually agreed by HSBC and EazyDiner.
  23. Usage of the Card is governed by applicable Terms and Conditions. Please visit [www.hsbc.co.in](http://www.hsbc.co.in) for detailed Terms and Conditions.
  24. HSBC reserves the sole right to decide on whether a purchase meets the eligibility criteria listed above.
  25. The Offer is subject to force majeure events.
  26. Tax liability, if any, will have to be borne by the Cardholder.
  27. Please note that basis the Goods and Services Tax (GST) regulations and notified GST rates, Central GST and State/Union Territory GST or Inter-state GST, will be levied on the discounted price, as applicable.
  28. Any disputes arising out of or in connection with the Card shall be subject to the exclusive jurisdiction of courts at Mumbai only. The existence of any dispute shall not, by itself, constitute any claim against HSBC.
  29. By participating in the Offer, Cardholders are assumed to have accepted all the aforementioned Terms and Conditions in their totality.