

Agoda Offer Terms and Conditions

Offer construct:

Enjoy 10% instant discount on international hotel bookings across select destinations.

Eligible destinations: Japan, Thailand, Taiwan, Malaysia, South Korea, Hong Kong, United Kingdom, Vietnam, Singapore, Philippines.

Offer valid from: 1 March 2024 to 31 May 2024.

Period of stay valid from: 1 March 2024 to 31 December 2024.

Applicable on: HSBC Credit & Debit card Full swipe and EMI transactions.

Specific Offer Terms and Conditions

- Cardholders are entitled to enjoy 10% instant discount for worldwide hotels bookings via Agoda designated website (www.agoda.com/hna) or Mobile App (must access through the designated website) for booking pre-paid hotels with "Promo eligible" tag using an Eligible Credit Cards or Debit Cards during the Promotional Period (the "Offers"). Cardholder shall pay the full price with an Eligible Credit Cards or Debit Cards at the time of booking. The amount of discount will be automatically deducted before payment is made.
- 2. The APP promotion eligibility will expire if the cardholders do not finish checkout in 2 hour after redirection from designated URL (www.agoda.com/hna). Cardholders need to be redirected through the designated URL (www.agoda.com/hna) again to reactivate the promotion eligibility after timeout. Cardholders can grant unlimited times of the offers during the Promotional Period via the designated URL (www.agoda.com/hna). The offer runs from 00:01 on 1st March 2024 to 23:59 on 31st May 2024 (the "Promotional Period"). Periods of stay are from 1st March 2024 to 31st December 2024.
- 3. The offer applies to cardholders ("Cardholders") of HSBC Credit Cards and Debit Cards issued by The Hongkong and Shanghai Banking Corporation Limited (and its successors and assigns) (the "HSBC") ("Eligible Cards"). Agoda may reject an Eligible Card if their payment system cannot handle some of the Eligible Card types, please contact Agoda for details.
- 4. Cardholders are required to settle payments in full with Eligible Cards during the promotion period to enjoy the offers.
- 5. Any relevant payment using Apple Pay or Android Pay[™] or any mobile payment functions transactions made in Agoda Mobile App during the Promotional Period are not eligible to the Offers.
- 6. Cancellation or change of schedule has to be arranged directly via Agoda website or hotline and is subject to the terms and conditions of the Hotels. Cardholders may refer to the Booking
 - Confirmation e-mail or contact the hotline of Agoda.
- 7. Offers are applicable on selected Agoda pre-paid hotels, room types and destinations.
- 8. A pre-paid hotel is a hotel which the customer has paid for in full in Agoda mobile app via designated Agoda website (www.agoda.com/hna) at the time of reservation ("Hotel"). Agoda is the party handling and receiving payment directly from the Cardholders.
- 9. Offers are applicable to hotel room charges only. Local government taxes and service charge may apply.
- 10. Unless otherwise specified, the offers cannot be used in conjunction with other special promotions, discounts or promotional coupons, nor be transferred or exchanged for cash or other offers.
- 11. Availability of the offers are subject to availability. Photos, product specifications and prices are for reference only.
- 12. Cardholders' Eligible Credit Card or Debit Card accounts must be valid and with good credit record during the Promotion Period will be eligible for the offers. Otherwise, HSBC reserves the right to forfeit the offers without prior notice.
- 13. In case of any fraud/abuse/reversal or cancellation of transactions in respect of which the offers were awarded, HSBC reserves the right to debit from the Cardholder's Eligible Card account the equivalent amount of the offers rewarded without prior notice.
- 14. HSBC shall not be responsible for any matters in relation to the related products or services. Agoda is solely responsible for all obligations and liabilities relating to such products or services and all auxiliary services.
- 15. Other terms and conditions apply. Please refer to the "Booking and Cancellation Terms and Conditions" on Agoda website.
- 16. HSBC and Agoda reserve the right to amend the terms and conditions without prior notice, all matters and disputes are subject to the final decision of HSBC and Agoda.
- 17. In the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 18. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries. Android Pay is a trademark of Google Inc.

General Terms and Conditions

- 1. The offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC), in association with its alliance partner: Agoda and any participation in the said offer is voluntary.
- 2. During the offer period cardholders can avail the offers on using their valid HSBC Credit 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 this offer.
- 4. Add-on cardholders will be separately and additionally eligible for the offer.
- Terms and conditions of respective brand would apply with respect to cancellation of orders, refund, and replacement. For more details, visit the concerned brand's website for more details. This offer is subject to the terms and conditions of Respective brand as well, and Cardholders are required to refer to, read, understand, accept, and agree to be bound by them.
- 6. Prior to availing the offer by making any purchases on specified Agoda website or respective brand 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.
- 7. Appropriate discount will be applied only on using valid Cards on purchases made on specified Agoda website for purchase of brand vouchers during the Offer Period.
- 8. The Cardholders are advised to check the applicability of the discount before making the payment.
- 9. The offer is not valid on net banking, commercial and corporate cards issued by HSBC.
- 10. HSBC, Agoda and/or Respective brand 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 Respective brand.
- 11. The discount amount offered will not be settled in cash under any circumstances whatsoever.
- 12. The offer will only be applicable on transactions where appropriate and valid promo code has been applied by the cardholder before executing/making the payment, if applicable.
- 13. 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.
- 14. Any query regarding the offer will be entertained during the Offer Period only.
- 15. 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.
- 16. The offer is valid in India for adults of a sound mind only.
- 17. This offer shall be subjected to all applicable central/or state laws, rules and regulations.
- 18. 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.
- 19. SBC and Respective brand 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 Respective brand.
- 20. Usage of the credit card is governed by applicable terms and conditions. Please visit <u>www.hsbc.co.in</u>.
- 21. HSBC reserves the sole right to decide on whether a purchase meets the eligibility criteria listed above.
- 22. 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.
- 23. 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 Respective brand.
- 24. 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.
- 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.

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