

## Terms and conditions

1. This Cashback Offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC) and any participation in Offer is voluntary.
2. This Offer is applicable to new HSBC Smart Value Credit Cardholders (hereinafter referred to as the 'Cardholders'), excluding Corporate Cardholders, who apply for a Smart Value Credit Card between 1 July 2020 to 31 Dec 2020 ('Offer Period') and the card is issued subsequently i.e. by 1 Feb 2021. This offer is valid for resident Indian customers only.
3. The Offer is also valid for existing HSBC Credit Cardholders who have applied for a HSBC Smart Value Credit Card.
4. Credit Cardholders who have not repaid their minimum payment due within 30 days of their payment due date as mentioned in the Credit Card Statement, will not be eligible for the Offer.
5. Credit Cardholders with updated KYC details with the Bank are eligible for this Offer.
6. Under this Offer, Cardholders will be entitled to 10% cashback in the first 60 days of Credit Card issuance upon using their valid HSBC Credit Card (including Add-on Card) for making a minimum of 5 purchase transactions, totaling to INR 5,000 or more during the Offer Period ('Offer') subject to maximum of INR 1,000 as cashback. Add-on Credit Cardholders will not have separate Offer eligibility.
7. The 10% Cashback Offer is valid only once per Smart Value Card per Customer. If the customer applies for another Smart Value Card, he or she will not be eligible for the Offer.
8. Eligible cashback will be credited within 60 days after completion of 60 days from Credit Card issuance. The eligible cashback amount will be credited to Credit Card account of the Cardholder.
9. Under this Offer, Cardholder will not be eligible for the fuel surcharge waiver benefit for the first 60 days from the Credit Card issuance.
10. The total value of purchase transactions will be calculated including Add-on cards (if any) linked to the Primary Credit Card account eligible for the Offer.
11. Cardholders are required to fulfil their respective spending requirements of minimum 5 transactions within 60 calendar days of the date of issuance of the new Credit Card. The amount spent is calculated based on the spending of INR 5,000 or more made by the newly approved Credit Card and refers to all types of sales transactions (including but without limitation, bill payments, online purchases, mail and telephone orders and insurance payments). Non-sales transactions, including but not limited to, finance charges, cash advance and cash advance charges, late payment charges, balance transfer or annual fees are not included.
12. Cancelled or refunded transactions are also not included in the spending amount calculation.
13. Cardholders cannot combine any other welcome offer/introductory offer with the Cashback Offer.
14. HSBC reserves the sole right to decide on whether a purchase transaction meets the eligibility criteria as listed above. All decisions in respect of 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 Cardholders under this Offer, any other claims with regard to this Offer against HSBC are waived.
15. This is a limited period Offer and HSBC in its sole discretion reserves 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 by another Offer, whether similar to this Offer or not, or to withdraw it altogether at any point in time by providing appropriate intimation to the Cardholder.
16. Issuance of the credit card is at the sole discretion of the Bank and is subject to the Bank's internal approval norms.
17. Interest needs to be shown and express consent must be provided in writing/calling on the toll free number or by providing an SMS to be called in relation to the Offer.
18. When the Cardholders shows any interest in the Offer by reaching out to the Bank by way of any of the above modes such as writing/calling on the toll free number or by providing an SMS, the said communication shall be treated as explicit and express consent to HSBC (including its representatives, group companies and service providers) to call the Cardholder on the contact number provided by the Cardholder in relation to the HSBC Credit Card irrespective of whether the Cardholder is a part of National Do Not Call registry/Do Not Call registry/National Customer Preference Register.
19. 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. The existence of any dispute shall not, by itself, constitute any claim against HSBC.
20. Any disputes arising out of or in connection with this Offer shall be subject to the exclusive jurisdiction of courts in Mumbai only.
21. The usage of the credit card is governed by applicable terms and conditions. Please visit [www.hsbc.co.in](http://www.hsbc.co.in) for detailed terms and conditions.
22. The Offer is subject to force majeure events.
23. Tax liability, if any will be borne by the Cardholder.
24. By availing of the Offer the Cardholders shall be deemed to have accepted all the aforementioned terms and conditions in totality.