



HSBC Bank Middle East Limited

## Refer a Friend Program Terms and Conditions

### When do these terms and conditions apply?

HSBC Bank Middle East Limited - UAE (“we” or “us” or “HSBC”) has reinstated the “Refer a Friend” Program (the “Program”) from January 1, 2022 until December 31, 2022 (both days inclusive) or as otherwise notified by HSBC on HSBC’s public website ([www.hsbc.ae](http://www.hsbc.ae)) or through any other channel as deemed appropriate by the Bank (“Program Period”).

These Program Terms and Conditions (“Terms and Conditions”) apply in respect of the Program. These apply to you so far as law and regulation permits, so please read them carefully. The Program Period and any elements of the Program may be varied without notice at HSBC’s discretion.

### Who are eligible to participate in the Program?

The Program is open to existing customers (the “Referrer”) who successfully refer New to Bank customers (the “Referred”) who meet the “Eligibility Criteria” below during the Program Period.

#### Eligibility Criteria for the Referred:

In order for the Referrer to be eligible for the Program offer specified below, the Referred must fulfil the following to satisfy a Successful Referral:

- ▶ The Referred MUST apply for and open a new HSBC UAE account during the Program Period.
- ▶ The Referred MUST open the account and fulfil the relevant account’s eligibility as per the terms stated below within each segment’s eligibility criteria, within 9 months from the date of the referral.
- ▶ For the purpose of this Program, the Referred must be applying and opening a totally new account to HSBC i.e. a totally new banking relationship with HSBC, not converting an existing single HSBC account to a joint account, not upgrading an existing account or have had any account, card or any other products with HSBC before.
- ▶ The referred MUST have met all our identification and verification requirements and satisfy to HSBC UAE’s internal policies.

#### 1. HSBC Premier

- ▶ The Referred can be eligible as a Premier customer by:
  - a) Transferring a monthly net salary of AED 50,000 or above into a new HSBC UAE account; OR
  - b) Maintaining a minimum monthly average balance of AED 350,000 (or equivalent in any other currency) in deposits and/or investments in a new HSBC UAE account; OR
  - c) Have a Mortgage drawdown of AED 3,000,000 or above for the first 24 months after which point (a) or (b) applies.
- ▶ For the purpose of this program, where the Referred customer opened a salary transfer account, the Referred Must transfer the salary within 90 calendar days of account opening, post which, the Offer will be paid to the Referrer within the consequent 90 calendar days.
- ▶ For the purpose of this program, where the Referred customer opened a deposit based account, the Referred Must transfer the balance within 90 calendar days and maintain the relevant balance for 3 consecutive months, post which, the Offer will be paid to the Referrer within the consequent 90 calendar days.

#### 2. HSBC Advance

- ▶ The Referred can be eligible as an Advance customer by:
  - a) Transferring a monthly net salary between AED 15,000 and AED 49,999 into a new HSBC UAE account; OR
  - b) Maintaining a minimum monthly average balance of AED 100,000 (or equivalent in any other currency) in deposits and/or investments in a new HSBC UAE account.

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- ▶ For the purpose of this program, where the Referred customer opened a salary transfer account, the Referred Must transfer the salary within 90 calendar days of account opening, post which, the Offer will be paid to the Referrer within the consequent 90 calendar days.
- ▶ For the purpose of this program, where the Referred customer opened a deposit based account, the Referred Must transfer the balance within 90 calendar days and maintain the relevant balance for 3 consecutive months, post which, the Offer will be paid to the Referrer within the consequent 90 calendar days.

### General Eligibility:

- ▶ The Program is not open for referrals made to Premier international customers who qualify based on Premier eligibility in another market.
- ▶ The Program is not open for referrals made to new to the bank Personal Banking customers who transfer a salary below AED 15,000 or who do not transfer any salary.
- ▶ The Referrer per se who makes a successful referral must be an existing HSBC account holder with a minimum of 1-month relationship with HSBC UAE in order to qualify for the Program.
- ▶ The Referrer can refer a maximum of 8 customers per calendar quarter from the company or group where he/she works. However, there is no cap on referring family and friend members from outside the working company/group circle.
- ▶ Whilst the Referred may be contacted based on the Referrer's recommendation as being eligible to apply for an account, the HSBC Premier, and Advance account remains subject to our eligibility criteria and internal policies and we have no obligation to accept the Referred application for a new HSBC account or subsequent product applications.
- ▶ Please note HSBC's eligibility requirements for all subsequent products and services will be applicable to the Referrer and the Referred.
- ▶ This Program is not valid in conjunction with any other offer provided by HSBC to its existing or new customers and HSBC reserves the right to decide on whether the Referrer or the Referred are eligible for this Program.
- ▶ HSBC employees or employees of any HSBC Group companies are not eligible for the Program.
- ▶ Employer representatives such as HR or Finance personnel who refer customers to HSBC in their ordinary course of business are not eligible for this Program.
- ▶ The program is not valid for HSBC customers who are sales representatives working for automobile dealerships in UAE.
- ▶ HSBC has the sole discretion to determine whether a referral qualifies as a Successful Referral.

### What is the Offer?

For the purposes of these Terms and Conditions, subject to any above mentioned eligibility criteria, the **"Offer"** shall mean the following:

Referred Customer Criteria	Premier	Advance
Bonus Referrer is eligible for per successful referral	AED 1,000 Cashback	AED 500 Cashback

**Referral Bonus:** This Offer is only available to existing customers who refer New to the bank customers who meet the Eligibility Criteria specified above and in line with our internal policies.

- ▶ There is no cap on the total maximum number of successful referrals a Referrer can make, however, the Referrer can refer a maximum of 8 customers per calendar quarter from the company or group where he/she works. However, there is no cap on referring family and friend members from outside the working company/group circle.
- ▶ HSBC has the sole discretion to determine whether an existing customer can qualify to partake in this Program.

Please read the terms below on account closure and interrupted salary transfers or interrupted balances as there may be instances where you will no longer be eligible, or may be liable to return the Offer.

### **How will I get this bonus?**

If the Referrer and the Referred customer met the Program Eligibility Criteria above, the Offer will be credited to the Referrer's HSBC account based on the following:

- ▶ Where the Referred customer opened a salary transfer account, the Referred MUST transfer the salary within 90 calendar days, the Offer will be credited within 90 calendar days of the Referred transferring the salary into the new HSBC account.
- ▶ Where the Referred customer opened a balance based account (including Premier High Net Worth Customers), the Referred MUST deposit the account within 90 calendar days and maintain the relevant balance for 3 consecutive months, post which, the Offer will be paid to the Referrer within the consequent 90 calendar days. New to bank Referred customers may be asked to provide the name of the Referrer for validation purposes.

### **Do any other Terms and Conditions apply to me?**

Yes.

- ▶ By participating in this Program, both the Referrer and Referred expressly agree and understand that their personal information (limited to name and contact details) may be shared by HSBC to the other.
- ▶ For the avoidance of doubt, the Referrer must procure the necessary approval from the Referred as the latter should confirm that they have expressly authorized the Referrer to disclose their personal information to HSBC and that HSBC shall use such details to contact the Referred.
- ▶ HSBC reserves the right to claw-back any amounts previously paid under this Program at its sole discretion.
- ▶ By participating in this Program, there is an express understanding and agreement that any form of manipulation / gaming in the course of sourcing applications or collusion between Referrers and Referred that might have resulted in undue and unlawful gain will be met with the appropriate penalty recourse by the Bank including withholding any offer amounts being granted.

Only Referrers with HSBC accounts that are maintained in good financial standing and conducted in a proper and satisfactory manner as determined by HSBC in its discretion over the Promotion Period and at the time of fulfilment will be eligible for the Offer. In the event that the account is closed or terminated or suspended or in default for any reason whatsoever before the time of fulfilment, HSBC reserves the right to forfeit the eligibility of the account at its discretion and the Referrer shall not be entitled to any compensation whatsoever.

- ▶ HSBC customers referring new accounts from within the same company that they are employed with need to ensure they are acting in concordance with applicable company policies. In the case that HSBC identifies a conflict with respective company policies, HSBC reserves the right to withhold or claw-back the Program and any associated Offer at its discretion
- ▶ As a customer of HSBC (being either the Referrer or the Referred) your general banking relationship with us will be governed by the HSBC Personal Banking General Terms and Conditions (UAE). They can be found on our website at [www.hsbc.ae](http://www.hsbc.ae). Please ensure you have read and understood them. In addition to this, where you (being either the Referrer or the Referred) have taken a specific HSBC product, your product will be governed by the applicable product terms and conditions.

### **What happens when a Referred Customer closes his / her account or his / her salary transfer / balance is interrupted?**

- ▶ For Salary Based Referrals - If the Referred customer closes his / her HSBC account within less than 90 calendar days from the first salary credit to his / her HSBC account, OR if the Referred customer fails to transfer 6 consecutive salary payments, and if the salary transfer is interrupted within less than 180 calendar days from the date the first salary is credited to his / her HSBC account, then:
  - ▶ The Referrer will no longer be eligible for the Offer.
  - ▶ Where the Offer has been received by the Referrer, HSBC reserves the right to reverse the amount from any one of the Referrer's accounts or credit cards held with HSBC.
- ▶ For Balance Based Referrals - If the Referred customer closes his / her HSBC account within less than 90 calendar days from maintaining the required minimum balance in his / her HSBC account then:
  - ▶ The Referrer will no longer be eligible for the Offer.
  - ▶ Where the Offers have been received by the Referrer, HSBC reserves the right to reverse the amount from any one of the Referrer's accounts or credit cards held with HSBC.

**What else do I need to know about the Program?**

- ▶ These Terms and Conditions only apply in the UAE. We reserve the right at our discretion to alter, amend or withdraw these Terms and Conditions at any time without prior notice to you. Our decisions on all matters relating to the Program shall be final and conclusive.
- ▶ You agree to take part in any promotional activities reasonably requested by us if you qualify for the Program.
- ▶ You consent to your data being stored, transferred and processed (either in UAE or overseas) by HSBC, its group companies and its authorized third parties to contact you if you qualify the Program.
- ▶ Participating in this Program does not grant entrants the right to use HSBC's name, logo or images without HSBC's explicit written approval. Entrants may not make any public announcement regarding any other aspect of this Program without HSBC's prior written consent and any breach of this provision shall confer a right on the HSBC at HSBC's discretion not to pay the Offer to an entrant or debit the Offer immediately and without notice.
- ▶ For all rates, fees and charges (including overseas transactions) as set out on the HSBC Schedule of Services and Tariffs, please visit our website at [www.hsbc.ae](http://www.hsbc.ae).
- ▶ We will not be liable (to the extent permitted by law and regulation) for any loss or damage arising out of organizing, holding or extending this Program. This clause does not seek to exclude the liability of HSBC for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability.
- ▶ These Terms and Conditions shall be governed in all respects by the federal laws of the United Arab Emirates, and in particular by the laws of the Emirate of Dubai. All disputes relating to these Program Terms and Conditions shall be subject to the exclusive jurisdiction of the non-DIFC Courts of Dubai, United Arab Emirates.