

## Terms and Conditions

Effective April 15, 2019

These Terms & Conditions govern the HSBC Bank Canada “**Share the Experience Program**” running until such time as is set-out below or as may be determined by HSBC. Please read these Terms & Conditions carefully as they explain how an existing HSBC Customer and a Referee can qualify for the Program and receive a Gift.

**1) Definitions.** When used in these Terms & Conditions, the phrases set out below mean the following:

- a) “**Customer**” means an existing HSBC Jade, HSBC Premier, HSBC Advance, HSBC Personal Banking, or HSBC Small Business customer;
- b) “**Gift**” means one of the gifts listed in Section 7 of these Terms and Conditions;
- c) “**HSBC**” means HSBC Bank Canada and its subsidiaries;
- d) “**Referral Card**” means a form to be completed by an individual Customer or a small business Customer’s representative that includes certain information about the Customer and the Referee;
- e) “**Program**” means the HSBC Share the Experience Program pursuant to which an individual Customer or a small business Customer’s representative refers a person to HSBC for the purposes of that person becoming a qualified HSBC Jade customer, a qualified HSBC Premier, a qualified HSBC Advance customer, or a qualified HSBC Personal Banking customer or that person’s small business becoming a qualified HSBC Small Business customer, and, if the referral is successful (as success is defined in these Terms and Conditions), the Customer and the Referee each receive a Gift;
- f) “**Referee**” means an individual or an individual’s small business with no previous relationship with HSBC who is listed on the Referral Card and who has provided consent to being contacted by HSBC for the purpose of that individual or small business becoming a qualified HSBC Jade customer, a qualified HSBC Premier customer, a qualified HSBC Advance customer, a qualified HSBC Personal Banking customer, or a qualified HSBC Small Business customer;
- g) “**Qualifications**” means:
  - i) For an HSBC Jade referral: (i) opening an HSBC Premier chequing account in accordance with HSBC’s account opening procedures, (ii) meeting the HSBC Jade minimum TRB of \$1,000,000 CAD and (iii) becoming an HSBC Jade client under the HSBC Jade Terms and Conditions within six (6) months after the date on which the HSBC Premier chequing account is opened;
  - ii) For an HSBC Premier referral: (i) opening an HSBC Premier chequing account in accordance with HSBC’s account opening procedures and (ii) meeting the HSBC Premier minimum TRB of \$100,000 CAD or reach a personal HSBC residential mortgage amount of \$500,000 CAD or more within six (6) months after the date on which the HSBC Premier chequing account is opened;
  - iii) For an HSBC Advance referral: (i) opening an HSBC Advance chequing account in accordance with HSBC’s account opening procedures and (ii) meeting the HSBC Advance minimum TRB of \$5,000 CAD or reach a personal HSBC residential mortgage amount of \$150,000 CAD or more within six (6) months after the date on which the HSBC Advance chequing account is opened;
  - iv) For an HSBC Personal Banking referral: (i) opening an HSBC Performance Chequing Unlimited or Performance Chequing Limited account in accordance with HSBC’s account opening procedures and (ii) maintaining a minimum TRB of \$1,000 CAD within one (1) month after the date on which the HSBC Performance Chequing Unlimited or Performance Chequing Limited account is opened;
  - v) For an HSBC Small Business referral: (i) opening an HSBC Start, Smart, or Unlimited chequing account and (ii) qualifying as an HSBC Small Business customer meaning that the business must be a sole proprietorship, partnership or corporation domiciled in Canada and with an annual gross revenue below \$5 million CAD. Other requirements may apply;
- h) “**TRB**” has the meaning assigned to it in section 6.

**2) Program Period.** The Program is ongoing and will run until such time as will be determined by HSBC (the “**Program Period**”).

**3) Participating Channels.** Customers can obtain a copy of the Referral Card from all HSBC branches or at [www.hsbc.ca](http://www.hsbc.ca).

**4) Limitations on Eligibility.** The following restrictions apply to the Program:

- a) All HSBC employees are excluded from the Program and cannot participate in the Program;
- b) A Customer can only refer an individual or small business as a Referee once. If the Referee declines communication with HSBC for products and/or services, the Referee’s name will be placed on the HSBC Do Not Solicit list and the Customer shall not be eligible to receive a Gift;
- c) If more than one Customer refers the same individual or small business as a Referee, the first referral received by HSBC will be eligible for the Program;
- d) If a Customer refers two or more individuals from the same residential address and only one of the individuals meets the Qualifications (see Section 1(g) above), the Customer will be eligible for one Gift only;
- e) A Customer cannot refer any small business if the Customer is an owner, partner or shareholder;
- f) If a Customer refers two or more individuals from the same residential address and two or more of the individuals meet the Qualifications (see Section 1(g) above) individually and become individual (and not joint) HSBC Jade customers, HSBC Premier customers, HSBC Advance customers, HSBC Personal Banking customers or HSBC Small Business customers, the Customer will be eligible for one Gift for each separate successful referral (successful referral defined below – see Sections 5(e) and 5(f));
- g) Any individuals who are a Customer and a Referee must be Canadian residents (proof of residency required);
- h) If a Referee meets the Qualifications but opens a joint account with a non-Customer, only the Customer and the primary account holder of the joint account will be eligible for the Gift;
- i) A Customer cannot refer any individual or small business that is already a Customer;
- j) If the Referee is not a qualified HSBC Jade customer, not a qualified HSBC Premier customer, not a qualified HSBC Advance or, not a qualified HSBC Personal Banking customer or not a qualified HSBC Small Business customer at any time prior to the sending of a Gift, the Customer and the Referee will not receive a Gift;
- k) If the Referee opens a joint account with a Customer and no other accounts, the Customer and the Referee will not receive a Gift;
- l) If the contact information of the individual who is a Referee or whose small business is a Referee is located on the National Do Not Call list or the HSBC Do No Solicit list, HSBC is restricted from contacting that individual and the Customer will not receive a Gift; and
- m) A Referee can only be referred once. If the Referee does not satisfy the Qualifications, the Referee cannot be referred again.

**5) Conditions for Eligibility:** For the Customer and the Referee to be eligible for the Program, each of the following conditions must also be satisfied:

- a) In the case where the Customer and the Referee are from the same residential mailing address, the Referee must meet the Qualifications (see Section 1(g) above) on their own and open an account, either an individual account or a joint account with a non-Customer, separate from the Customer to be eligible for a Gift;
- b) The Customer must complete the Referral Card with the consent of the individuals listed on the Referral Card and provide all information requested including the Customer's name, telephone number, email address and the individuals' names, and telephone numbers;
- c) The Customer must submit the Referral Card according to the instructions provided on the Referral Card;
- d) The Customer must be an HSBC customer with an open HSBC chequing account at the time the Customer submits the Referral Card, at the time the Referee becomes an HSBC Jade customer, opens an HSBC Premier, HSBC Advance, HSBC Performance Chequing Unlimited or HSBC Performance Chequing Limited account or becomes an HSBC Small Business Customer and satisfies the Qualifications, as well as at any time prior to the sending of a Gift;
- e) A referral will be deemed by HSBC to be a successful HSBC Small Business referral if:
  - i) the Referee meets the HSBC Small Business referral Qualifications as per section 1(g); and
  - ii) all additional terms and conditions related to the Program as set out in the applicable promotional materials have been satisfied;
- f) A referral will be deemed by HSBC to be a successful HSBC Jade referral if:
  - i) the Referee meets the HSBC Jade referral Qualifications as per section 1(g) no later than six (6) months after the date on which the HSBC Jade chequing account is opened; and
  - ii) all Qualifications and additional terms and conditions related to the Program as set out in the applicable promotional materials have been satisfied;
- g) A referral will be deemed by HSBC to be a successful HSBC Premier referral if:
  - i) the Referee meets the HSBC Premier referral Qualifications as per section 1(g) no later than six (6) months after the date on which the HSBC Premier chequing account is opened; and
  - ii) all Qualifications and additional terms and conditions related to the Program as set out in the applicable promotional materials have been satisfied;
- h) A referral will be deemed by HSBC to be a successful HSBC Advance referral if:
  - i) the Referee meets the HSBC Advance referral Qualifications as per section 1(g) no later than six (6) months after the date on which the HSBC Advance chequing account is opened; and
  - ii) all Qualifications and additional terms and conditions related to the Program as set out in the applicable promotional materials have been satisfied;
- i) A referral will be deemed by HSBC to be a successful HSBC Personal Banking referral if:
  - i) the Referee meets the HSBC Personal Banking referral Qualifications as per section 1(g) no later than one (1) month after the date on which the HSBC Personal chequing account is opened; and
  - ii) all Qualifications and additional terms and conditions related to the Program as set out in the applicable promotional materials have been satisfied;
- j) A Referee must be the age of majority in their province of residence to be deemed a successful Jade, Premier, Advance or Personal Banking referral.

**6) Eligible Accounts and Calculation of Total Relationship Balance (TRB).**

- a) "TRB" includes:
  - i) average deposit balance in your HSBC personal chequing and savings account(s), including joint accounts, Guaranteed Investment Certificates (GICs), term deposits, and registered plans (including Tax Free Savings Accounts) for the monthly cycle;
  - ii) market value of your personal investments in HSBC Investment Funds (Canada) Inc.<sup>1</sup> on the last day of the month;
  - iii) market value of your personal investments with HSBC InvestDirect<sup>2</sup> on the last day of the month;
  - iv) market value of your personal investments with HSBC Private Wealth Services (Canada) Inc.<sup>3</sup> on the last day of the month; and
  - v) investments in HSBC Bank Canada Registered Retirement Income Funds (RRIF).
- b) "TRB" does not include:
  - i) funds in accounts that we have not been able to identify as part of your personal banking relationship,
  - ii) sole accounts held by other people with whom you may have joint accounts, and
  - iii) personal loan, line of credit, overdraft, mortgage or HSBC Mastercard® balances.
- c) For the purpose of determining the TRB, any eligible deposits or investments held in foreign currencies will be converted to their Canadian Dollar equivalent using HSBC's daily standard exchange rate for that currency in effect from time-to-time.

**7) Gifts.**

- a) Following a successful referral(s) (see Sections 5(e) and 5(f) above), the Customer and the Referee will be eligible to receive a Gift in accordance with the following:
  - i) For each successful HSBC Personal Banking referral made, the Customer and the individual Referee will receive: a cash deposit into their HSBC chequing account worth \$50 CAD.
  - ii) For each successful HSBC Advance referral made, the Customer and the individual Referee will receive: a cash deposit into their HSBC chequing account worth \$100 CAD.
  - iii) For each successful HSBC Premier referral made, the Customer and the individual Referee will receive: a cash deposit into their HSBC chequing account worth \$350 CAD.
  - iv) For each successful HSBC Jade referral made, the Customer and the individual Referee will receive: a cash deposit into their HSBC chequing account worth \$1000 CAD.
  - v) For each successful HSBC Small Business referral made, the Customer and the small business Referee will receive a cash deposit into their HSBC chequing account worth \$250 CAD.
- b) The number of successful referrals made by a Customer (alone or together with other existing HSBC customers) that are eligible to receive a Gift under the Program is limited to 10 (ten) per calendar year. Referrals made by an individual Customer on behalf of a small business Customer count towards the number of referrals made by the individual Customer.
- c) HSBC reserves the right to substitute gifts without notification.

- 8) Promotional Gift Offers.** From time to time, we may offer limited time promotional Gift offers (for example, higher Bonus Rewards or gift cards worth more than the Gifts in section 7). These offers are subject to these Terms and Conditions as well as additional terms and conditions as set out in the promotional materials. The HSBC chequing account must be open and in good standing at the time of gift payout in order to be eligible for the gift.
- 9) Fulfillment of Program Conditions.** If the conditions for eligibility as detailed in these Terms and Conditions are met and none of the limitations on eligibility apply to the Customer or the Referee, the Gift will be delivered to the Customer and Referee as described above.
- 10) Taxes.** The Customer and Referee may be subject to tax consequences in the jurisdiction where either of them is resident, domiciled, holds citizenship, operates their small business or otherwise subject to taxation in connection with the receipt of a Gift. HSBC does not provide tax advice. For full details regarding any applicable tax matters and how they relate to the Customer's or Referee's own circumstances, the Customer and Referee should consult his/her own professional tax advisor.
- 11) Amendments.** This Program may be amended, extended or cancelled at the sole discretion of HSBC at any time without prior notice.
- 12) Right to Terminate.** HSBC reserves the right to refuse or terminate any individual's participation in this Program if HSBC suspects or discovers that the individual is abusing the proper and intended operation of the Program or for any other reason whatsoever.

**Note:**

<sup>1</sup> HIFC is a direct subsidiary of HSBC Global Asset Management (Canada) Limited (AMCA) and an indirect subsidiary of HSBC Bank Canada, and provides its services in all provinces of Canada except Prince Edward Island. AMCA is a wholly owned subsidiary of, but separate entity from, HSBC Bank Canada and provides its services in all provinces of Canada except Prince Edward Island.

<sup>2</sup> HSBC InvestDirect is a division of HSBC Securities (Canada) Inc., a wholly owned subsidiary of, but separate entity from, HSBC Bank Canada. HSBC Securities (Canada) Inc. is a member of the Canadian Investor Protection Fund. HSBC InvestDirect does not provide investment advice or recommendations regarding any investment decisions or securities transactions.

<sup>3</sup> HSBC Private Wealth Services (Canada) Inc. is a wholly owned subsidiary of, but separate entity from, HSBC Bank Canada and provides services in all provinces of Canada except Prince Edward Island.

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