

Hang Seng MPOWER Card

Welcome Offers Terms and Conditions

General Terms and Conditions:

1. Offers are valid from now till 31 December 2020 (both dates inclusive) ("Promotion Period").
2. The offers are only applicable to applicants of the following customers who apply for Principal Card of Hang Seng MPOWER Card ("Designated Credit Card") and whose applications are successfully approved during the Promotion Period ("Eligible Customer").
 - a. Customer who are not currently holding and/or **have not held in the preceding 12 months** the Principal Card of any personal credit card/affinity card/cobranded card (excluding spending card and private label card) issued by Hang Seng Bank Limited ("Hang Seng") ("New Credit Card Customers"); or
 - b. Customer who are holding currently and/or **have held in the preceding 12 months** the Principal Card of any personal credit card/affinity card/co-branded card (excluding spending card, private label card and Hang Seng MPOWER Card) issued by Hang Seng ("Existing Credit Card Customers").
3. Customers who are holding currently and/or **have held the Principal Card of the Hang Seng MPOWER Card same credit card type in the preceding 12 months** will not be entitled to the offers.
4. If the credit card Principal Card and its Supplementary Card(s) share the same credit limit, the accumulated transaction amount will be calculated on a combined basis.
5. Each Principal Card customer will be entitled to this promotion once only during the Promotion Period.
6. **If a customer who has received the welcome offers and subsequently cancels the relevant credit card account within 13 months from the date of account opening, a handling fee of an equivalent amount will be charged.**
7. The relevant credit card account must be still valid and in good standing when the offers are granted.
8. When customer achieve the designated spending requirement, the welcome gift arrangement as follow:
 - a. Up to 8 MCL Cinemas Movie Tickets (5 2D Movie Tickets and 1-year Membership with 3 2D Movie Tickets): To redeem this welcome gift, customers must become MCL CLUB PLUS Members via MCL Cinemas website or MCL Cinemas Mobile Application and agree to be bound by relevant terms and conditions. The redemption letter will be mailed to the correspondence addresses of Eligible Customers within 2 months upon fulfillment of the spending requirement. Please refer to the redemption letter for activation method, Terms and Conditions.
 - b. Up to \$600 Cash Dollars: Cash Dollars reward will be credited to the relevant credit card account of the Principal Card customers within 2 months upon fulfillment of the spending requirement(s).
9. Customers are required to keep original sales slips of all posted transaction(s). Hang Seng reserves the right to request customers to provide the relevant original sales slips for verification. All sales slips submitted to Hang Seng will not be returned.
10. Reward and use of Cash Dollars and/or Merchant Dollars are subject to the Hang Seng Credit Card Membership Rewards Programme and/or other relevant terms and conditions. For details, please call our 24-hour Hang Seng Credit Card Marketing Enquiry Hotline 2998 6899.
11. The welcome offers are not transferrable, and cannot be exchanged for cash or other products.
12. Hang Seng reserves the right to vary or terminate the offers and to amend the Terms and Conditions of the offers from time to time without prior notice. In case of any disputes, the decision of Hang Seng shall be final.
13. No person other than the Customer and Hang Seng (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.
14. These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region.
15. These Terms and Conditions are subject to prevailing regulatory requirements.
16. The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

Welcome Gift Terms and Conditions:

17. If the Eligible Customer have made transaction in an accumulated amount of HKD5,000 with the card within 60 days from the date of new card issuance during the Promotion Period, the Eligible Customer will be entitled to one of the welcome gift as per the table below.

Eligible Customer	Welcome Gift
New credit card customers	<ol style="list-style-type: none"> 1. 8 MCL Cinemas Movie Tickets (5 2D Movie Tickets and 1-year MCL CLUB PLUS Membership with 3 2D Movie Tickets); or 2. \$600 Cash Dollars
Existing Credit Card Customers	<ol style="list-style-type: none"> 1. 5 MCL Cinemas Movie Tickets (2 2D Movie Tickets and 1-year MCL CLUB PLUS Membership with 3 2D Movie Tickets); or 2. \$200 Cash Dollars

Welcome Offers Terms and Conditions

- 18. The accumulated transaction amount is based on the net retail spending amount of eligible transactions, which means the final amount charged to the Designated Credit Cards concerned. Eligible retail spending amount does not include the deducted amount from the use of discount offers and/or Cash Dollars/Merchant Dollars, any unposted purchase by Interest-free Instalment Plan at any merchant, cash advance, handling fee for cash advance, annual fee/service fee, finance charges, late charges, tax bill payment, Credit Card online bill payments (including but not limited to water bills, electricity bills, insurance premiums, payments to other banks and credit cards, etc.), Cash Instalment Plan, Spending Instalment Plan, Tax Instalment Plan, Balance Transfer Plan, Octopus Automatic Add Value Service transactions, purchase and/or reload of stored value cards or e-wallets, purchase of products/services at financial/non-financial institutions (including but not limited to, foreign currency, money orders, travellers' cheques, deposits and money transfers), balance transfers, purchases of casino chips, and transactions which are unposted/unauthorized/cancelled/refunded/found to be fraudulent. Hang Seng will determine the eligibility of all welcome offers based on transaction records held by Hang Seng. In case of discrepancy, Hang Seng's records shall be final and conclusive.**
19. If there is no selection of the welcome offers in the credit card application form, customers will be considered as having given up the right for the relevant welcome offers. Once the welcome gift is chosen or redeemed, no change or replacement will be accepted.

Extra \$100 Cash Dollars Terms and Conditions:

20. To be entitled to the extra \$100 Cash Dollars, Eligible Customers are required to apply for any of the Designated Credit Cards via **online or through designated hotline** and be successfully approved during the Promotion Period and fulfil the spending requirements as stated in clause 17 of these Terms and Conditions.

Important Notes & Applicant's Declaration

Applicable to Hang Seng Credit Card Applicant

Important Notes

1. Principal Card Applicant must reside in Hong Kong and be at least 18 years of age with minimum annual income of HK\$150,000 or above (Except Full-time University/Tertiary Students).
2. If the Applicant is an existing customer of Hang Seng Bank Limited ("Hang Seng") and unable to provide the information as requested on application form, Hang Seng will process the application according to his/her record at Hang Seng. If the Applicant would like to update his/her personal particulars, please bring along the relevant documentary proof and visit any Hang Seng Bank branches.
3. Perpetual Annual Fee Waiver for Hang Seng MPOWER Card will be offered to Applicant.
4. **Finance charge for retail purchase and interest rate on cash advance:**
 - **Finance charge for retail purchase: 2.62% per month (annualised percentage rate 34.97%)**
 - **Interest rate on cash advance: 2.62% per month (annualised percentage rate 38.37%)**

The above annualised percentage rates (APR) are calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee (if any) is not included in the APR calculation. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate. In case of any failure to repay the minimum payment amount by payment due date stated on the relevant credit card statement, Hang Seng reserves the right to vary or increase the above interest rate to the rate specified and notify you from time to time. For details of other service charges, please ask any Hang Seng Bank branch staff.
5. The remuneration packages of Hang Seng direct sales staff and authorised agents (including basic salary and incentive) are based on the performance of various aspects, and not only sales-oriented.
6. Hang Seng reserves the final decision on the approval of Hang Seng Credit Card, the card type and the credit limit.
7. In case of any disputes, the decision of Hang Seng shall be final.

Important Notes & Applicant's Declaration

Applicant's Declaration

1. The Applicant undertakes to advise Hang Seng if the Applicant is currently (or was during the last twelve months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries ^(note); or he or she is a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause.

Hang Seng requires the above information to comply with the Listing Rules.

^(note) "subsidiary" has the same meaning as in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended and supplemented from time to time.

2. The Applicant confirms that, as of the date of the application, the Applicant or the government department of HKSAR in which the Applicant is working has no official dealings with Hang Seng and the Applicant undertakes to inform Hang Seng promptly in writing if the Applicant or the government department in which the Applicant is working will later become involved in any official dealings with Hang Seng.
3. The Applicant also confirms that (i) the Applicant did not own any credit card that was cancelled due to default payment; (ii) the Applicant currently does not have any overdue payment in respect of the Applicant's indebtedness; and (iii) there is no bankruptcy order made against the Applicant and the Applicant is not in the process of petitioning for bankruptcy nor has any intention to do so.
4. The Applicant confirms that all of the information provided in the application form is true, correct and complete in all respects and agrees that Hang Seng may use such information for such purposes as set out in the statements, circulars, notices or terms and conditions relating to the use and disclosure of personal data made available by Hang Seng to customers from time to time. The Applicant authorises Hang Seng to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same. The Applicant further undertakes to notify Hang Seng promptly in writing whenever there are any changes to any of such information.
5. The Applicant acknowledges and agrees that irrespective of whether the Applicant's application is subsequently withdrawn or rejected, all personal data and information with respect to the Applicant and an individual which are provided by the Applicant and/or such individual at the request of Hang Seng or collected in the course of dealings between the Applicant or such individual and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to the Applicant and other individuals from time to time. The Applicant also acknowledges and agrees that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts.
6. The Applicant further acknowledges and agrees that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Applicant and/or the relevant individual, and provide banker's or credit references in respect of the Applicant and/or such individual.
7. In the case where a guarantee/third party security, whether limited or unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all liabilities of the Applicant owed to Hang Seng, the Applicant agrees that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any of the Applicant's Data) relating to any loan/banking/credit facilities extended by Hang Seng to the Applicant for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security.
8. The Applicant agrees that he/she could be entitled to the Welcome Offer(s) (if applicable) only if he/she had fulfilled relevant requirements. For details, please refer to relevant promotional leaflets.
9. The Applicant agrees that Hang Seng may send a repayment reminder (when necessary) in the form of text message, according to the mobile telephone number provided by the Applicant/recorded with Hang Seng.
10. The Applicant(s) confirm(s) that this card application was not referred by a third party.

Important Notes & Applicant's Declaration

Documents Required for Application

To facilitate our processing, please send in or return to any Hang Seng Bank branch the application form with copies of the required documents. You can also submit document via the website of Hang Seng, hangseng.com/card_promo1. All documents including the enclosed application form supplied are not returnable.

- Hong Kong Identity Card/Hong Kong Permanent Identity Card/Passport/Identity proof of Nationalities
- Bank Statement/Passbook showing your name, account no. and the latest 1 month's salary income (Salary proof is waived for Hang Seng Auto-Payroll customers who have payroll transactions in previous 1 month)
- Current Payroll Advice/Latest Tax Return
- Other Proof of Asset(s), e.g. Time Deposit Advice, Other Bank Deposit Statement
- If self-employed, please attach copy of Business Registration Certificate
- The latest Hang Seng MPF record (only applicable to Hang Seng MPF customers)
- If you use office address as correspondence address, please attach residential address proof in Hong Kong, e.g. electricity bill, bank statement, etc.
- If you are a non-Hong Kong Permanent Identity Cardholder, please provide copies of your HKID Card and passport, or front and back sides of Exit-entry Permit for Travelling to and from Hong Kong & Macao and Home Country Identification Document copies.
- If permanent address of the Applicant is different from his/her residential address, please attach permanent address proof
- If you are a Full-time University/Tertiary Student, attending certificate level or above course offered by following accredited education institutions and their subsidiaries, including: Accredited universities in Hong Kong, Chu Hai College of Higher Education, Vocational Training Council, Hong Kong Academic of Performing Arts, Caritas Institute of Higher Education (formerly known as Caritas Francis Hsu College), Caritas Bianchi College of Careers, Hong Kong Institute of Technology, Hong Kong College of Technology/HKCT Institute of Higher Education, Centennial College, Tung Wah College, Hong Kong Nang Yan College of Higher Education, Caritas Institute of Community Education, HKU Space Po Leung Kuk Stanley Ho community College, Hong Kong Art School, Pui Ching Academy, Yew Chung Community College and YMCA College of Careers, please enclose Hong Kong Identity Card/Hong Kong Permanent Identity Card/Passport/Identity proof of Other Nationalities (applicable to customers who have filled in other nationalities on application form) and Full-time University/Tertiary Student ID Card. If you are non-Hong Kong Permanent Identity Cardholder, please provide copies of HKID and Passport; or front and back sides of Exit-entry Permit for Travelling to and from Hong Kong and Macao and Home Country Identification Document Copy. Hang Seng may ask for additional documentation at the year of graduation in handling card renewal.

Note: 1. Hang Seng reserves the right to request customers to provide relevant true copies and/or additional proof.
2. The English version shall prevail whenever there is a discrepancy between the English and Chinese versions.

Credit Card Key Facts Statement

Finance Charge

Annualised Percentage Rate (“APR”) ⁽¹⁾ for Retail Purchase	34.97% when you open your account and it will be reviewed from time to time. No finance charge will be levied if full payment of outstanding balance is made on or before the Payment Due Date. If only partial payment is made, a finance charge at the rate(s) applicable to the Customer’s account will be applied to the outstanding amount of the existing balance and to all new credit card transactions (including but not limited to retail purchase, instalment of all kinds of instalment plans, any fees and charges etc, except cash advance) made prior to the next statement date. Finance charges will be calculated from the date of transaction to the date of full payment.
APR ⁽¹⁾ for Cash Advance (Not applicable to Private Label Card)	38.37% when you open your account and it will be reviewed from time to time. For cash advances, an interest at the rate(s) applicable to the Customer’s account will be calculated from the date of such advances to a date on which payment is received.
Past Due APR ⁽¹⁾ (Not applicable to Visa Infinite Card, World Mastercard and Private Label Card)	Finance charges for retail purchase will be adjusted to 40.53% , effective after the Closing Date of the statement issued immediately after the second past due, if the Customer fails to repay the Minimum Payment Amount on or before Payment Due Date (i.e. past due) for the Customer’s credit card account twice or more in the past 6 months. Interest of cash advance will be adjusted to 44.62% , effective after the Closing Date of the statement issued immediately after the second past due, if the Customer fails to repay the Minimum Payment Amount on or before Payment Due Date (i.e. past due) for the Customer’s credit card account twice or more in the past 6 months. If there is no past due for 6 consecutive months, original rate will be charged effective after the Closing Date of the statement for the 6 th month.
Interest Free Period	Up to 56 days
Minimum Payment Amount (Not applicable to World Mastercard, USD Visa Gold Card and Private Label Card)	The Minimum Payment Amount is HK\$300/CNY300 (subject to card type) or the sum of items (i) to (iv) below (whichever is higher): (i) all fees and charges (including finance charges and annual fees); (ii) any overdue Minimum Payment Amount; (iii) amount exceeding the prescribed credit limit after deducting the amount of items (i) and (ii) from the New Balance; and (iv) 1% of the New Balance after deducting the amount of items (i) to (iii).

Fees & Charges

Annual Fee	Visa Infinite Card/ World Mastercard	Principal Card - HK\$6,000 Supplementary Card - HK\$1,000
	Platinum Card	Principal Card - HK\$1,500 Supplementary Card - HK\$750
	Gold Card	Principal Card - HK\$600 Supplementary Card - HK\$300
	Classic Card	Principal Card - HK\$300 Supplementary Card - HK\$150
	Renminbi Credit Card - Platinum Card - Gold Card - Classic Card	Principal Card - CNY1,500 Supplementary Card - CNY750 Principal Card - CNY600 Supplementary Card - CNY300 Principal Card - CNY300 Supplementary Card - CNY150
	USD Visa Gold Card	Principal Card - US\$78 Supplementary Card - US\$39

Credit Card Key Facts Statement

Cash Advance Handling Fee (Not applicable to Private Label Card)	Visa Infinite Card/World Mastercard/ Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card	• 3.5% of the cash advance amount (minimum HK\$100/US\$13) per cash advance transaction
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	• 3.5% of the cash advance amount (minimum CNY100) per cash advance transaction
Foreign Currency Conversion Fee (Not applicable to Renminbi Credit Card and Private Label Card)	1.95%/1.2% (only applicable to UnionPay Credit Card) of every transaction effected in currencies other than Hong Kong Dollars or US Dollars (only applicable to USD Visa Gold Card)	
Fee Relating to Settling Foreign Currency Transaction in Hong Kong Dollars (Not applicable to UnionPay Credit Card and Renminbi Credit Card)	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of fees to be applied before the transactions are entered into as settling foreign currency transactions in Hong Kong Dollars may involve a cost higher than the foreign currency transaction handling fee.	
Late Charge	Visa Infinite Card/ Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of HK\$300 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.
	World Mastercard/ USD Visa Gold Card/Club Marina Cove Membership Credit Card/ enJoy Private Label Card	If the Customer fails to make full payment of the New Balance on or before the Payment Due Date, a late charge of HK\$300/US\$38 or an amount equal to the New Balance (whichever is lower) will be levied each time.
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of CNY300 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.
Overlimit Fee	Visa Infinite Card/World Mastercard/ Prestige World Mastercard / Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card/ Club Marina Cove Membership Credit Card/enJoy Private Label Card	An overlimit fee of HK\$180/US\$23 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by HK\$180/US\$23 or above.
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	An overlimit fee of CNY180 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by CNY180 or above.
Paper Statement Service Annual Fee ⁽²⁾ (Effective from 1 July 2018)	Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card/ Spending Card	HK\$20/US\$3 per account (for every 12 months period from July to June of the following year)
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	CNY20 per account (for every 12 months period from July to June of the following year)

Credit Card Key Facts Statement

Returned Cheque/ Autopay Reject Handling Fee	<ul style="list-style-type: none"> • A returned cheque/ autopay reject handling fee of HK\$120/CNY120/US\$16 (subject to card type) will be charged once on the same statement if there is any returned cheque/ autopay reject amount more than HK\$120/CNY120/US\$16 (subject to card type). • Returned cheque/ autopay reject handling fee will be waived if late charge is levied on the same statement.
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Note:

- (1) The Annualised Percentage Rates ("APR") are reference rates calculated according to the standard method set out in the Code of Banking Practice. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate.
- (2) A fee of HK\$20/US\$3/CNY20 per account will be charged if customers receive more than 2 paper statements for every 12 months from July to June of the following year. Exemptions apply to senior citizens (aged 65 or above), customers aged below 18, recipients of Comprehensive Social Security Assistance (supporting documents required) or persons who present a proof of disability document (e.g. document of receiving government disability allowance).

Hang Seng Bank Limited (the “Bank”)

* Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects’ use of the Bank’s websites and apps, including in accordance with the Bank’s [Internet Privacy Policy Statement](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf) https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group (“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and “**member of the HSBC Group**” has the same meaning).
4. The purposes for which data may be used are as follows:
 - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank’s credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects’ use;
 - (vii) analysing how data subjects access and use the Bank’s services including services available on the Bank’s websites and apps from time to time;
 - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
 - (ix) determining the amount of indebtedness owed to or by data subjects;
 - (x) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects’ obligations;
 - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
 - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
 - (d) any agreement or treaty between Authorities;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
 - (xvii) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xviii) purposes relating thereto.

5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
 - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
 - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
 - (x) any card acquirer of a merchant; and
 - (xi)
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

Such information may be transferred to a place outside Hong Kong.

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address or registered office address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
 - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
 - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or non-profit making purposes;

- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- Data Protection Officer
 Hang Seng Bank Limited
 83 Des Voeux Road Central
 Hong Kong
 Fax: (852) 2868 4042
13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in September 2018)

- * Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Credit Card under the respective terms and conditions are highlighted below for your particular attention. You must read the FULL VERSION of the terms and conditions governing the use of the Hang Seng Credit Card. The terms and conditions are available at branches for collection.

1. You must exercise reasonable care and diligence in safekeeping the Hang Seng Credit Card, the personal identification numbers ("PIN") and/or the e-shopping Card Account Number (if applicable). In the case of any loss, theft or unauthorised disclosure of any of them, you must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
2. You shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Hang Seng Credit Card, the PIN and/or the e-shopping Card Account Number (if applicable) if you have acted fraudulently or with gross negligence or failed to fulfil the obligations as set out in Clause 1 above.
3. You shall repay promptly the outstanding balance of your Hang Seng Credit Card account upon demand by Hang Seng.
4. You shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum you owe to Hang Seng.
5. You shall report to Hang Seng any discrepancies in any Hang Seng Credit Card statement within 60 days of the statement date.
6. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Hang Seng Credit Card, subject to a notice of not less than 60 days, which shall be binding on you if you continue to use or retain the Hang Seng Credit Card after the effective date as specified in the notice. You may elect to terminate the Hang Seng Credit Card pursuant to the terms and conditions if you do not agree to such amendments or variations.
7. You must sign the Hang Seng Credit Card immediately upon receipt.
8. The maximum liability for unauthorised card transaction(s) before the loss, theft and/or unauthorised disclosure of the Hang Seng Credit Cards/ the e-shopping Card Account Number/PIN is reported will be subject to the applicable laws and regulations. However, you are liable for all unauthorised cash advances, withdrawals, transfers and transactions effected with the use of the PIN before we are actually notified of the loss, theft or unauthorised disclosure of the PIN.
9. You must repay the outstanding balance on time to avoid payment of interests and finance charges. If Hang Seng does not receive the minimum payment amount as specified in the relevant Hang Seng Credit Card statement on or before the payment due date, an additional late charge shall be payable by you.
10. While the principal cardmember is held liable for the debts and liabilities of the principal cardmember and each supplementary cardmember, supplementary cardmember shall only be liable for his/her debts and liabilities.
11. Hang Seng is only entitled to apply the credit balance of the principal cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the principal cardmember and/or any supplementary cardmembers to Hang Seng. Hang Seng will only apply the credit balance of the supplementary cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the supplementary cardmember to Hang Seng.
12. Each cardmember using the SelectImage Mastercard services has to warrant that the use of the relevant photograph does not infringe the rights of any person and that the cardmember shall indemnify Hang Seng for all liabilities arising from any breach of such warranty.

* The Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

Hang Seng Bank Limited