

Terms and Conditions of DBS x KPay SME Low Carbon Rewards (the “Promotion”)

1. The Promotion period is from 7 October 2024 to 31 December 2024 (both dates inclusive) (“**Promotion Period**”), unless otherwise extended or early terminated in accordance with these terms and conditions. By participating in this Promotion, you agree to be bound by these terms and conditions.
2. The Promotion is only applicable to corporate participants of DBS Bank (Hong Kong) Limited (the “**Bank**” or “**DBS**”, which expression shall include its successors and assigns) (each a “**Participant**”).
3. In order to be eligible for the Rewards (as defined below), each Participant must fulfil all of the following requirements (any Participant who has fulfilled all of the following requirement is an “**Eligible Participant**”):
 - a. it is a company incorporated under the laws of Hong Kong which excludes Overseas Company and Special Company (each as defined below) (“**Local Company**”).
 - (i) “**Overseas Company**” refers to a company not registered in Hong Kong, Hong Kong registered company with major corporate shareholder(s) that are overseas incorporated, a Hong Kong registered company with any corporate director(s) that are overseas incorporated, or a non-Hong Kong companies registered under Companies Ordinance of Hong Kong (Cap. 622). An Overseas Company is not eligible to this Promotion;
 - (ii) “**Special Company**” refers to a company in special industry including but not limited to money services, jewellery, company with complex structure, company’s ultimate beneficial owners are non-permanent Hong Kong residents or Trust account. A Special Company is not eligible to this Promotion. The Bank reserves the right at any time, at its sole and absolute discretion to determine whether a Participant is a Special Company.
 - b. applied and completed the approval process for KPay Merchant Service Limited (“**KPay**”) offline payment service at during the Promotion Period;
 - c. submitted the Hong Kong Dollar Business Current/Savings account(s) maintained with the Bank (“**Business Account(s)**”) application via ‘DBS Online Account Opening for Business’ during the Promotion Period;
 - d. had used the newly opened Business Account(s) as the default bank account for settlement with KPay, or as the Beneficiary Account of Fast Payment Account (within 2 months upon the Business Account(s) is/are successfully opened);
 - e. completed the set-up of DBS e-Statement as the default bank statement collection method; and
 - f. has neither held any Business Account(s) with the Bank any time before 7 October 2024.

The Bank may determine the eligibility of any Eligible Participant at the Bank’s sole and absolute discretion and the Bank’s decision on whether any new participant is eligible to be an Eligible Participant is final, binding and conclusive.
4. Please refer to the latest Bank Charges Schedule (Corporate Customers) for details on standard fees and charges, which are applicable to Business Account(s), and will be updated from time to time: <https://www.dbs.com.hk/corporate/ratesfees.page>
5. Subject to these Terms and Conditions, in particular the conditions set out in clause 3, the Eligible Participants will be entitled to Reward A to Reward C referred below. The Bank reserves its rights in its sole and absolute discretion to determine whether any Eligible Participant is entitled to or eligible for any Reward.

6. The rewards (each a “**Reward**”, and collectively, the “**Rewards**”) to be provided by the Bank in the Promotion are as follows:
 - 6.1 For Business Account Opening Fee Waiver, the waiver value shall be capped at HK\$1,200 (“**Reward A**”). If the applicable Business Account Opening Fee is above HK\$1,200, the Eligible Participants are required to settle the outstanding balance of the said Business Account Opening Fee after deducting HK\$1,200, if any.
 - 6.2 For Company Search fee waiver, such value shall be capped at HK\$150 for each Local Company (“**Reward B**”).
 - 6.3 Monthly service fee for minimum deposit balance shall be waived for the first 12 months upon the opening of a new Business Account. Such value shall be capped at HK\$3,000 (“**Reward C**”).
 - 6.4 For details and the full terms and conditions of KPay Smart POS transaction fee waivers and cash voucher rewards under this Promotion, please refer to: <https://www.kpay-group.com/edm/general/dbsxkpaysmelowcarbonrewardstnc.pdf>
7. Each Participant consents that the Bank and KPay Merchant Service Limited may share, verify and match their participant’s relevant data (including but not limited to any personal data) for the purpose of vetting participant’s eligibility in this Promotion and other directly related purposes under this Promotion from time to time.
8. Each Eligible Participant can only participate in each of the Rewards once during the Promotion Period.
9. Any fraud and/or abuse of the Promotion by a Participant (as determined by the Bank at its sole and absolute discretion) will result in forfeiture of the Participant’s eligibility to participate in the Promotion and/or cancellation of all or part of the Participant’s account(s) with the Bank. The Bank reserves the right at any time, at its sole and absolute discretion and without any liability on the part of the Bank to any person, to deduct the equivalent value of any reward awarded inappropriately to a Participant directly from the Participant’s bank account(s) with the Bank without prior notice and/or take legal action in such instances to recover any outstanding amounts.
10. The Bank reserves the rights in its sole and absolute discretion to determine whether any Participant is entitled to or eligible for the Reward.
11. The Bank reserves the right, at its sole and absolute discretion and without any liability on the part of the Bank to any person, to vary, terminate or extend the Reward and to vary or modify any of these terms and conditions at any time without notice. The Bank accepts no liability for any such change or termination.
12. In case of any disputes relating to or arising out of these terms and conditions, the Promotion and/or the Reward, the Bank’s decision shall be final, conclusive and binding. No correspondence or claims will be entertained.
13. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.
14. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail.
15. Unless expressly provided to the contrary in these terms and conditions, a person who is not a party to these terms and conditions shall not be entitled to enforce any provision of these terms and conditions under the Contracts (Rights of Third Parties) Ordinance.

16. The English version shall prevail if there is any inconsistency between the English and Chinese versions.