

## **“DBS x CLP Power shares ‘Switch to Green Savings’ for SMEs in Catering Industry” Promotion Terms and Conditions**

1. The promotion period of “DBS x CLP Power shares ‘Switch to Green Savings’ for SMEs in Catering Industry” promotion (the “Promotion”) is from 1 February 2021 to 30 June 2021 (both dates inclusive), unless early terminated or extended (the “Promotion Period”).
2. The Promotion is only applicable to any existing subscriber of CLP Power (“CLP”)’s service(s) selected by CLP or any customer or prospect of any electric kitchen equipment vendor selected by CLP which has received the direct mailer of the Promotion from CLP (collectively the “Eligible Customers” and each an “Eligible Customer”), and DBS Bank Limited (the “Bank” or “DBS”)’s decision on whether any entity is an Eligible Customer is final, binding and conclusive.
3. In order to be eligible for Offer 1, Offer 2, Offer 3 and the Bonus as defined below, Eligible Customers must fulfil all of the following requirements and the Bank’s decision on whether any Eligible Customer has fulfilled all or any of the following requirements is final, binding and conclusive:
  - 3.1. Eligible Customer must have successfully submitted an application for grant of the ec-Loan Programme under SME Financing Guarantee Scheme (“SFGS Loan”) for 90% Guarantee Product (“ec-Loan under SFGS 90%”) through DBS during the Promotion Period;
  - 3.2. Eligible Customer must drawdown the SFGS Loan on or before the corresponding date, please refer to the corresponding offers and rebate clause below;
  - 3.3. The SFGS Loan is for a tenor of at least 12 months;
  - 3.4. The account(s) relating to SFGS Loan must be valid with no overdue record during the first 6 months of the repayment period, as determined by the Bank at its sole and absolute discretion;
  - 3.5 No bankruptcy or winding up or other insolvency petition has been filed against Eligible Customer;
  - 3.6 No early repayment/redemption/settlement of the SFGS Loan during the full loan tenure; and
  - 3.7 Eligible Customer’s loan account(s) with the Bank shall be in good standing and NOT in default (as determined by the Bank at its sole and absolute discretion) and Eligible Customer’s credit standing is NOT unsatisfactory (as determined by the Bank at its sole and absolute discretion).
4. The offers (each an “Offer”, and collectively the “Offers”) and bonus to be provided in the Promotion include:
  - 4.1. Privilege Interest Rates & Interest Subsidy (“Offer 1”):
    - 4.1.1 Privilege Interest Rates for SFGS Loan (as determined by the Bank at its sole and absolute discretion) will be offered
    - 4.1.2 Interest Subsidy -
      - 4.1.2.1.1 The Government will provide interest subsidy via bank for the 90% guaranteed loans, with the amount of subsidy subject to a cap of 3%. Each loan is entitled to an interest subsidy for a maximum period of 12 months. HKMCI Insurance Limited (“HKMCI”) has reached a consensus with the Government and the lenders on the implementation details.
      - 4.1.2.1.2 Interest subsidy is applicable to qualifying guarantee applications received by the HKMCI on or before 31 May 2021 which are subsequently approved. The interest subsidy is not eligible to the guarantee applications which are subsequently approved or received by the HKMCI on or after 1 June 2021, please refer to HKMCI website ([www.hkmc.com.hk](http://www.hkmc.com.hk)) for updates and more information about HKMCI interest subsidy.
  - 4.2. Guarantee Fee Rebate (the “Guarantee Fee Rebate”) of the SFGS Loan (“Offer 2”).
    - 4.2.1 The maximum amount of the Guarantee Fee Rebate will be capped at HKD 36,000. “Guarantee Fee” is a fee payable to the HKMCI in the relevant year for the relevant SFGS Loan after applying any discount or support measures offered by HKMCI.
    - 4.2.2 Eligible Customer of 90% guaranteed loan under the SFGS Loan must successfully drawdown such SFGS Loan on or before 31 August 2021. The Guarantee Fee Rebate will be credited into any of the Eligible Customer’s valid DBS HKD current and/or savings account(s) on or before 30 April 2022.

Campaign Period	Drawdown Date	Guarantee Fee Rebate Date
From 1 February 2021 till 30 June 2021	On or before 31 August 2021	On or before 30 April 2022

4.3. Waiver of loan set up fee (the “Loan Set Up Fee Rebate”) of the SFGS Loan (“Offer 3”). The maximum amount of the Loan Set Up Fee Rebate will be capped at HKD 80,000.

4.4. Waiver of account opening fee (the “Account Opening Fee Rebate”) for Eligible Customers (“Offer 4”).

4.4.1 The maximum amount of Account Opening Fee Rebate will be capped at HKD 10,000. In the event where the account setup fee is above HK\$10,000, Participants are required to settle the balance accordingly.

4.4.2 Eligible Customers who successfully opened DBS Business Account during the Promotion Period will be entitled to this Offer 4.

4.5 Any Eligible Customer which is one of the first 40 Eligible Customers (according to the Bank’s record which shall be final, binding and conclusive) will be entitled to extra HKD 5,000 cashback rewards for green equipment purchases (“Bonus”) and the Bank’s decision on whether any Eligible Customer is one of the first 40 Eligible Customers is final, binding and conclusive.

4.5.1 The Bonus are available on a first-come, first-served basis and while stocks last.

4.5.2 The Bonus cannot be exchanged for coupons or other offers.

4.5.3 The Bonus is not transferable.

4.5.4 For Bonus reward arrangement, the Bonus will be credited into Eligible Customers’ valid DBS HKD current and/or savings account(s) within 2 months after the date on which the SFGS Loan has been drawdown.

Campaign Period	Drawdown Date	Bonus Rewards Rebate Date
From 1 February 2021 till 30 June 2021	On or before 31 August 2021	On or before 31 October 2021

- 5 The Interest Subsidy / Guarantee Fee Rebate / Bonus (as applicable) will be credited into the Eligible Customers’ valid DBS HKD Current and/or Savings Account at the time the relevant rebate or reward is given.
- 6 If (i) any bankruptcy or winding up or other insolvency petition has been filed against any Eligible Customer or (ii) any Eligible Customer has (a) early repaid/redeemed/settled or (b) any overdue payment for or relating to the SFGS Loan at the time or after any offer(s) has/have been credited to any bank account(s) of such Eligible Customer, the Bank reserves the right at its sole and absolute discretion to (A) deduct or debit an amount equivalent to the value of such offer(s) and/or any other rebate(s) awarded to such Eligible Customer together with any relevant cost(s) incurred by the Bank from the relevant Eligible Customer’s bank account(s) with the Bank on the date of the relevant incident (as determined by the Bank at its sole and absolute discretion) without prior notice or any liability on the part of the Bank to any person, and/or (B) take legal action in such instances to recover any outstanding amounts.
- 7 Application for SFGS Loan is subject to approval(s) of the Bank and HKMCI. The Bank’s receipt of SFGS Loan application does not necessarily mean that the relevant loan application is or will be successful or an approval to provide a guarantee is or will be granted by HKMCI.
- 8 Subject to the applicable condition(s), each Eligible Customer is entitled to each of the Offers and the Bonus once only during the Promotion Period.
- 9 Any fraud and/or abuse of the Promotion and/or any of the Offers and/or the Bonus by any Eligible Customer (as determined by the Bank at its sole and absolute discretion) will result in (a) forfeiture of the Eligible Customer’s (i) entitlement to such Offer(s) and/or Bonus and/or (ii) eligibility to participate in the Promotion and/or (b) cancellation of all or part of the Eligible Customer’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 Offer and/or rebate awarded inappropriately to an Eligible Customer directly from the Eligible Customer’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 Eligible Customer is entitled to or eligible for any Offer or Bonus.

- 11 Any SFGS Loan, or any account, service or product of the Bank or HKMCI is subject to all relevant terms and conditions governing such SFGS Loan, account, service or product.
- 12 The Bank's decision on all matters relating to any of the Offers and/or the Bonus and/or the Promotion will be final, conclusive and binding on all parties. 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 any of the Offers and/or the Bonus and/or the Promotion 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.
- 13 In case of any disputes relating to or arising out of these terms and conditions, the Promotion, any of the Offers and/or the Bonus, the Bank's decision shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 14 Any Offer or Bonus is not transferable or exchangeable in part or in kind for any cash, credit or other goods or services.
- 15 These terms and conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 16 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.
- 17 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.
- 18 If there is any inconsistency between the English and Chinese versions of these term and conditions, the English version shall prevail.