

SME Financing Guarantee Scheme Promotion Offer (July to December 2022) Terms and Conditions

1. The promotion period of the SME Financing Guarantee Scheme Promotion Offer (July to December 2022) (the “Promotion”) is from 1 July 2022 until 31 December 2022 (both dates inclusive), unless early terminated or extended (the “Promotion Period”). “Bank” means DBS Bank (Hong Kong) Limited, its successors and assigns.
2. The Promotion is only applicable to new SME Financing Guarantee Scheme corporate customer(s) (the “Customer”) who have successfully submitted an application for grant of the facilities (“SFGS Loan”) including 80% Guarantee Product (“SFGS 80%”) and 90% Guarantee Product (“SFGS 90%”) under SME Financing Guarantee Scheme (“SFGS”) through DBS SME Banking, and the SFGS Loan is subject to approval of the Bank and HKMC Insurance Limited (“HKMCI”).
3. Any customer with bankruptcy or winding up or other insolvency petition filing is not eligible to apply for the SFGS Loan.
4. The offer to be provided in the Promotion during the Promotion Period (the “Offer”): waive up to 100% of loan set-up fee for the SFGS Loan applied for under the Promotion; waive up to 100% of the account opening fee; and for cash rebate in terms of guarantee fee under SFGS (“Cash Rebate”) are (i) up to 100% Cash Rebate on single upfront or annual guarantee fee in the first year of the SFGS 90% and (ii) up to HK\$50,000 on single upfront or annual guarantee fee in the first year of the SFGS 80%.
5. The Cash Rebate will be credited into any of the Eligible Customer’s HKD account maintained with the Bank as per the arrangement below, and Customer must maintain a valid DBS Current and/or Savings Account at the time the credit of Cash Rebate is given.
6. In order to be eligible for the Offer, Customer must fulfil all of the following requirements, any Customer who has fulfilled all of the following requirements is an “Eligible Customer” and the Bank’s decision on whether a Customer is an Eligible Customer is final, binding and conclusive:
 - 6.1. Customer must have successfully submitted the application to HKMCI with the Bank for SFGS Loan during the Promotion Period; and
 - 6.2. Eligible Customer of SFGS 80% and SFGS 90% must drawdown the SFGS Loan on or before 28 February 2023. The Cash Rebate will be credited into any of the Eligible Customer’s HKD account maintained with the Bank as below arrangement if Eligible Customer has no overdue record during the first 6 months repayment after drawdown, as determined by the Bank at its sole and absolute discretion. The Cash Rebate will be directly credited into the Eligible Customer’s HKD account maintained with the Bank: If Eligible Customer has loan drawdown between 1 July 2022 to 28 February 2022, the Cash Rebate will be released to the Eligible Customer’s HKD account maintained with the Bank within October 2023.
 - 6.3. The SFGS Loan is with at least 12 months loan tenor; and
 - 6.4. In the event that the Customer is also entitled to other prevailing promotion offers, the Bank reserves the right to provide only one or some of the offer(s) and/or privilege(s) at its sole and absolute discretion and without any liability on the part of the Bank to any person.
7. If Eligible Customer has early redeemed/settled the SFGS Loan during the full loan tenure after the Cash Rebate has been credited to the Customer, the Bank reserves the right at its sole and absolute discretion to debit an amount equivalent to such Cash rebate together with any cost incurred by the Bank as a result of such early redemption from the relevant repayment account of the Eligible Customer on the early redemption date of the SFGS Loan without any prior notice to the relevant Eligible Customer and any liability on the part of the Bank to any person.
8. The Bank’s receipt of SFGS Loan application does not necessarily mean that the relevant loan application is successful or an approval to provide a guarantee is or will be granted by HKMCI.

9. 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.
10. This Promotion is only applicable to Customers whose loan accounts are in good standing and not in default (as determined by the Bank at its sole and absolute discretion). If the Customer's credit standing is unsatisfactory (as determined by the Bank at its sole and absolute discretion) or the Customer early repays any part of the SFGS Loan, the Bank reserves the rights in its sole and absolute discretion to claw back any Offers to the Customers without prior notice or liability to any person.
11. Each Eligible Customer is entitled to the Offer once only during the promotion period.
12. Any fraud and/or abuse of the Promotion by a Customer (as determined by the Bank at its sole and absolute discretion) will result in forfeiture of the Customer's eligibility to participate in the Promotion and/or cancellation of all or part of the 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 Cash Rebate awarded inappropriately to a Customer directly from the Customer's bank account(s) with the Bank without prior notice and/or take legal action in such instances to recover any outstanding amounts.
13. The Bank reserves the rights in its sole and absolute discretion to determine whether any Customer is entitled to or eligible for the Offer.
14. 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 Offer 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.
15. In case of any disputes relating to or arising out of these terms and conditions, the Promotion and/or the Offer, the Bank's decision shall be final, conclusive and binding. No correspondence or claims will be entertained.
16. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.
17. 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.
18. 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.
19. The English version shall prevail if there is any inconsistency between the English and Chinese versions.