



## Terms and Conditions of 'Budget Day' Giveaway

1. The promotional period for the Lucky Draw (the "Lucky Draw") is from 3 January 2024 (6:00pm) to 9 January 2024 (11:59pm) (based on Hong Kong time and as determined by the time of receipt by the Facebook and Instagram server) (the "Promotional Period").
2. The Lucky Draw is organised by The Hongkong and Shanghai Banking Corporation Limited (the "Bank") in the Hong Kong Special Administrative Region ("Hong Kong").
3. Facebook or Instagram users (the "Entrant") who satisfy the criteria Clause 4 below during the Promotional Period will get a chance to win one Apple Store Gift Card (worth HKD1,000) (the "Prize").
4. The Lucky Draw is available to all persons who satisfy the following:
  - a) Hong Kong resident with a Hong Kong Identity Card;
  - b) natural persons (e.g. companies are not eligible to enter);
  - c) aged 18 or above;
  - d) registered users of Facebook or Instagram and set the profile as "public";
  - e) like and follow the Facebook or Instagram page of HSBC HK; and
  - f) follow the instructions in the post of **【3 Jan 'Budget Day' Giveaway! For a chance to win an Apple Store Gift Card】** by commenting on the post and tagging 2 persons.
5. Entrants who cease to fulfil any of these criteria for the entirety of the Promotional Period and at the time of offer fulfilment will be ineligible, even if they met the criteria at the time of entry. Any person who acts in breach of any laws and regulations or who has a conflict of interest or who has been involved in setting up or running the Lucky Draw would also be ineligible from participating in the Lucky Draw.
6. The Lucky Draw is launched on two social media platforms (Facebook and Instagram). There are a total of 10 winners (the "Winners") for the Lucky Draw with 5 winners on each platform as stated below. Each Winner will receive one Prize during the entire Promotional Period.

Social Media Platform	Quantity of the Prize
Facebook	5
Instagram	5

7. Each Entrant:

- a) agrees that the Lucky Draw is in no way sponsored, endorsed, administered by, or organised by Facebook and/or Instagram;
  - b) acknowledges that by participating in the Lucky Draw the Entrant is providing his or her information to the Bank rather than to Facebook and/or Instagram;
  - c) grants Facebook and/or Instagram a complete release from liability associated with the Lucky Draw, to the extent permissible by law; and
  - d) understands that there will be no alternative route for entry; therefore, all entries for the Lucky Draw must be made via Facebook and/or Instagram.
8. No purchases are required to be made in order to participate in the Lucky Draw.
  9. There is no limit on the number of entry to the Lucky Draw. Only one Prize can be won per person and per Facebook and/or Instagram account throughout the Promotional Period.
  10. All matters relating to the drawing process shall be at the Bank's sole discretion. The decision of the Bank is final.
  11. The Winners will be personally responsible for any and all additional costs incurred due to the acceptance and use of the Prize.
  12. The announcement of the Winners will be made on the Bank's Facebook and Instagram account on 1 February 2024.
  13. The Bank will contact the Winners by 1 February 2024. The Bank will provide the Winners with an email address via Facebook or Instagram and invite the Winners to send the required information for identity verification by replying to the email. Upon receipt of the information, the Bank will send a confirmation email to each of the Winners. Winners are required to follow the instructions and collect the Prize according to the confirmation email. If no response is received from the Winner within a specified period of time, or if the Winner is found to be ineligible to enter the Lucky Draw, or if the Winner fails to provide the required information for identity verification, the Winner will be disqualified and the Bank reserves the right to replace the Winner or forfeit the Prize.
  14. Prize redemption email is not replaceable in the event of any loss or damage by the Winners. Winners shall notify us if the prize confirmation email is not received on or before 23 February 2024. We assume no liability and will not offer any compensation in respect of any failure to receive the prize redemption email by the Winners.
  15. The Prize is provided by Apple Asia Limited ("Apple"), and use of the Apple Store Gift Card is subject to the terms and conditions stated in the Apple Store Gift Card. HSBC shall have no obligations or liabilities whatsoever in relation to the goods and/or service(s) provided by Apple.
  16. The Bank disclaims all warranties and conditions with regard the Prize, including its quality or suitability, or its fitness for a particular purpose. In no event shall the Bank be liable for any direct, indirect, incidental, consequential losses or damages or any other losses or damages whatsoever suffered by a Winner or any other person arising out of or in connection with a Winner's collection and/or use of the Prize or any part of it. In particular, the Apple Store Gift

Card is offered subject to the terms and conditions of Apple. Entrants should understand and accept that the Bank is not supplier or producer of the Apple Store Gift Card or any part of it.

17. The Prize is non-transferable, non-negotiable, non-refundable and non-exchangeable for cash. In particular, Prize must not be sold or given away and may become void if this condition is breached. If the Prize offered is unavailable due to circumstances beyond the control of the Bank, the Bank reserves the right to substitute the Prize with one of equal or equivalent value. The Bank shall not be responsible for any expenses, inconvenience or costs incurred due to the delay, postponement or cancellation of any event.
18. The Bank reserves the right to feature the Winners' names on Facebook and/or Instagram or in other marketing or promotional materials, and will make this information available on the Bank's Facebook and Instagram page on or after 1 February 2024 for promotional purposes. By completing the steps in Clause 4 above, Winner agrees to the use of his/her information.
19. The Winners' personal data including Facebook or Instagram account names, full names in Hong Kong and email addresses will be collected only for the use of the Lucky Draw. The personal data may be used by the Bank: (i) to conduct the Lucky Draw and contact the Winner; (ii) to verify the Winner's eligibility for the Lucky Draw; (iii) to verify the identity of the Winner; (iv) to announce the results of the Lucky Draw on Facebook or Instagram or in other marketing or promotional materials; and (v) to administer and manage the Lucky Draw. The personal data collected will not be used to update the Bank's record. The Bank will delete the collected data within 6 months after the fulfilment of the Prize. The Winners' personal information may be passed to third parties service providers engaged by the Bank for the fulfilment of the Prize.
20. By providing his/her personal data to the Bank, the Entrant agrees to the use of his/her personal data by the Bank for the purposes and to such transfer of his/her personal data as mentioned in these Terms and Conditions.
21. Personal data will be collected by the Bank in accordance with the Bank's privacy policy (<https://www.hsbc.com.hk/misc/pdo-notice-cards/>).
22. By performing the actions required under Clause 4 above, Entrants agree to participate in the Lucky Draw and be bound by these Terms and Conditions. No further written contract will be entered into. In case of any dispute arising from the Lucky Draw, the decision of the Bank shall be final and conclusive.
23. No person other than the Entrant and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
24. The Bank does not accept responsibility for entries that are lost, damaged, defaced, illegible, incomplete, incorrectly completed or delayed by any failure or malfunction of any computer or mobile device or software or by any failure or defect in any telephone network.
25. The Bank reserves the right to exclude an Entrant who violates these Terms and Conditions, tampers with the Lucky Draw, engages in abusive, deceitful or fraudulent behaviour in relation to the Lucky Draw or makes false representations or statements or violates applicable laws or regulations. If an Entrant is excluded, the Prize may be subsequently revoked and reclaimed.

26. It is the Winners' responsibility to comply (at their own expense) with any laws requiring payment of any tax, duty, levy or similar impost relating to the award of the Prize, and the Bank shall have no responsibility in respect thereof.
27. These Terms and Conditions are subject to prevailing regulatory requirements.
28. Entrants agree that the Lucky Draw and these Terms and Conditions shall be construed and governed in accordance with the laws of Hong Kong, and that the courts of Hong Kong shall have exclusive jurisdiction over any disputes.
29. The Bank reserves the right to change these Terms and Conditions at any time without prior notice and the Bank accepts no liability for any such change, withdrawal and termination. The Lucky Draw may be withdrawn or terminated by the Bank at its discretion in which case the Bank will notify you in the 'comments' section of the Bank's Facebook and Instagram page and/or via email.
30. In the event of any discrepancy or inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall apply and prevail.
31. Contact the Bank: [facebook.promotions@hsbc.com.hk](mailto:facebook.promotions@hsbc.com.hk)

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Issued by The Hongkong and Shanghai Banking Corporation Limited