

Terms and Conditions – ‘HSBC MPF – We support the strongest’ engagement game

1. The promotional period for the ‘HSBC MPF – We support the strongest’ engagement game (the ‘Engagement Game’) is from 17 April 2024 to 23 April 2024 (11:59 pm) (based on Hong Kong time and as determined by the time of receipt by the Facebook and Instagram server) (the ‘Promotional Period’).
2. The Engagement Game 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 in Clause 4 below during the Promotional Period will get a chance to win HKD200 HKTVMall Gift Voucher (the ‘Prize’).
4. The Engagement Game is available to all persons who satisfy the following:
 - a) Hong Kong resident with a Hong Kong Identity Card;
 - b) natural person (e.g. companies are not eligible to enter);
 - c) aged 18 or above;
 - d) registered user of Facebook or Instagram and who has set their profile as “public”;
 - e) liked and followed the Facebook or Instagram page of HSBC HK; and
 - f) followed the instructions on the post **【HSBC MPF – We support the strongest】** and provided the correct answer on the names of all 4 athletes.

Entrants who cease to fulfil any of these criteria for the entirety of the Promotional Period 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 Engagement Game would also be ineligible from participating in the Engagement Game.

5. The Engagement Game is launched on two social media platforms and there will be a total of 50 winners (the ‘**Winners**’) with 25 winners on each platform as stated below. Each Winner will receive one Prize during the entire Promotion Period.

Social Media Platform	Quantity of the Prize
Facebook	25
Instagram	25

6. Each Entrant:
 - a) agrees that the Engagement Game is in no way sponsored, endorsed, administered by, or organised by Facebook and/or Instagram;
 - b) acknowledges that by participating in the Engagement Game 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 Engagement Game, to the extent permissible by law; and
 - d) understands that there will be no alternative route for entry; therefore, all entries for the Engagement Game must be made via Facebook and/or Instagram.
7. No purchases are required to be made in order to participate in the Engagement Game.
8. Each entrant can participate in the Engagement Game once. Only one Prize can be won per person and per Facebook and/or Instagram account throughout the Promotional Period.
9. All matters relating to the drawing process shall be at the Bank's sole discretion. The decision of the Bank is final.
10. The Winners will be personally responsible for any and all additional costs incurred due to the acceptance and use of the Prize.
11. The announcement of the Winners will be made on the Bank's Facebook and Instagram account on 3 May 2024.
12. The Bank will contact the Winners by 3 May 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 Engagement Game, 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 treat the Winner as having forfeited the Prize.
13. Redemption emails are not replaceable and will not be re-issued if the Winners lose the email. Winners shall notify us on or before 31 May 2024 if they do not receive the redemption email. We assume no liability and will not offer any compensation in respect of any failure to receive the redemption email by the Winners.
14. 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.

15. 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 3 May 2024 for promotional purposes. By completing the steps in Clause 4 above, a Winner agrees to the use of his/her information.
16. The Winners' personal data including Facebook or Instagram account names and email addresses will be collected only for the use of the Engagement Game. The personal data may be used by the Bank: (i) to conduct the Engagement Game and contact the Winner; (ii) to verify the Winner's eligibility for the Engagement Game; (iii) to verify the identity of the Winner; (iv) to announce the results of the Engagement Game on Facebook or Instagram or in other marketing or promotional materials; and (v) to administer and manage the Engagement Game. 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-party service providers engaged by the Bank for the fulfilment of the Prize.
17. 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.
18. Personal data will be collected by the Bank in accordance with the Bank's privacy policy (<https://www.hsbc.com.hk/misc/data-privacy-notice/>)
19. By performing the actions required under Clause 4 above, Entrants agree to participate in the Engagement Game and be bound by these Terms and Conditions. No further written contract will be entered into. In case of any disputes arising from the Engagement Game, the decision of the Bank shall be final and conclusive.
20. No person other than the Entrant and the Bank will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
21. The Bank does not accept responsibility for entries that are lost, damaged, defaced, illegible, incomplete, incorrectly completed or delayed (as applicable) by any failure or malfunction of any computer or mobile device or software or by any failure or defect in any telephone network.

22. The Bank reserves the right to exclude an Entrant who violates these Terms and Conditions, tampers with the Engagement Game, engages in abusive, deceitful or fraudulent behaviour in relation to the Engagement Game 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 by the Bank.
23. 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 related responsibility.
24. These Terms and Conditions are subject to prevailing regulatory requirements.
25. Entrants agree that the Engagement Game 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.
26. The Bank reserves the right to change these Terms and Conditions at any time without prior notice to Entrants. The Engagement Game may be withdrawn or terminated by the Bank at its sole 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. The Bank accepts no liability for any such change, withdrawal and termination.
27. 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.
28. Contact the Bank: facebook.promotions@hsbc.com.hk

「滙豐強積金 - 最強撐最強」有獎遊戲之條款及細則

1. 此有獎遊戲（「有獎遊戲」）舉行日期為2024年4月17日至2024年4月23日晚上11時59分（以香港時間Facebook及Instagram之伺服器接收時間為準）（「有獎遊戲舉行日期」）。
2. 此有獎遊戲之主辦者為香港特別行政區（「香港」）的香港上海滙豐銀行有限公司（「本行」）。
3. Facebook或Instagram用戶（「參加者」）須於有獎遊戲舉行日期內符合以下第4條所載條件，便可自動參加有獎遊戲，有機會贏取港幣200元HKTVmall購物禮券（「獎品」）。
4. 凡符合以下條件之人士，均可參與此有獎遊戲：
 - a. 持有香港身份證之香港居民；
 - b. 以個人身份參加（不接受以公司名義參加）；
 - c. 18歲或以上；
 - d. 已經登記為Facebook或Instagram用戶；
 - e. 讚好並成為滙豐香港官方Facebook專頁粉絲或追蹤滙豐香港官方Instagram專頁；及
 - f. 根據本行Facebook或Instagram專頁上之**滙豐強積金 - 最強撐最強有獎遊戲**的帖文指示留言及正確回答4位運動員的姓名。

如參加者於整個有獎遊戲舉行日期期間未能符合以上任何一項條件（即使參加時符合），均會被取消資格。若參加者觸犯任何法例、做出非法行為，有利益衝突，或有份舉辦或營運此有獎遊戲者，參加資格會被視作無效。

5. 此活動於Facebook及Instagram平台進行，共有50位得獎者（「得獎者」），即以下社交平台各25位得獎者，每位得獎者可於有獎遊戲舉行日期期間獲得獎品一份。

社交平台	獎品數量
Facebook	25
Instagram	25

6. 各參加者：
 - a. 同意此有獎遊戲並非由Facebook或Instagram贊助、支持、管理或組織；
 - b. 知道參加此有獎遊戲之同時，其資料會給予本行而並非Facebook或Instagram；
 - c. 明白Facebook或Instagram於法律許可的情況下對此有獎遊戲概不承擔任何責任；及
 - d. 了解除了透過Facebook或Instagram以外，並無其他途徑參加此有獎遊戲。
7. 參加此有獎遊戲毋須購買任何產品或服務。
8. 只限參加此有獎遊戲一次，每人及每個Facebook或Instagram賬戶只許於整個有獎遊戲贏取一份獎品。

9. 有關此有獎遊戲之一切事宜均以本行之決定為最終決定。
10. 得獎者須承擔因獎品而所需支付之一切額外費用，包括因領獎及使用獎品時所產生之費用。
11. 得獎結果將於2024年5月3日透過本行Facebook及Instagram專頁公布。
12. 本行將於2024年5月3日透過Facebook或Instagram專頁聯絡得獎者。本行將向得獎者提供電郵地址，並邀請得獎者以電郵回覆及提供有關確認身份的所需資料，收到該等資料後本行將再以電郵形式向得獎者發出確認信。發出確認信後，得獎者須根據本行發出之電郵內的步驟領取獎品。如在指定時間內本行收不到得獎者之回覆，或者得獎者被發現不符合參加資格，又或者得獎者未能提交充足資料核實其身份，其得獎資格將被取消。本行保留重選得獎者或取消獎品之權利。
13. 如得獎者遺失或損毀換領電郵，我們將不會補發。得獎者須於2024年5月31日或之前通知我們尚未收到換領電郵。我們將不會因得獎者未能收到換領電郵負責或作出任何賠償。
14. 獎品不得轉讓、不可協議、不可退換或轉換成現金。獎品不得轉售或轉送，如違反此細則，獎品可能被視為無效。如果獎品因在本行不可控制之情況下以致未能提供，本行保留以其他價值相等之禮品代替之權利。因延遲、押後或取消任何活動而引致之任何開支、不便或費用，本行恕不負責。
15. 本行保留將得獎者之名字於Facebook或Instagram或其他市場推廣或宣傳物品上刊載之權利。以上提及之資料將於2024年5月3日或以後刊載於本行Facebook及Instagram專頁。得獎者完成以上第4條所述行動，即代表同意其資料會經上述形式使用。
16. 此有獎遊戲將收集得獎者之個人資料包括Facebook或Instagram賬戶名稱及電郵地址，而此等個人資料只會被用於有關此有獎遊戲之事宜。此等個人資料有機會於以下情況中被本行使用：(i) 舉行有獎遊戲及聯絡得獎者；(ii) 核實得獎者參加此有獎遊戲之資格；(iii) 核實得獎者之身份；(iv) 用於在Facebook或Instagram或其他市場推廣或宣傳物品上公布之得獎結果；及(v) 用於此有獎遊戲之行政及管理。個人資料不會被用作更新本行紀錄。個人資料會於領取獎品後的6個月內銷毀。個人資料有機會轉移至本行委託的第三者服務商作領獎安排。
17. 當參加者提供個人資料予本行，即表示同意本行可按此條款及細則所提及之目的使用及轉移其個人資料。
18. 本行將按其私隱政策收集個人資料。[\(https://www.hsbc.com.hk/zh-hk/misc/data-privacy-notice/\)](https://www.hsbc.com.hk/zh-hk/misc/data-privacy-notice/)
19. 參加者完成以上第4條所述行動，即代表同意參與此有獎遊戲及受此條款及細則所約束。不會另行簽訂任何協議。如就此有獎遊戲有任何爭議，本行保留最終決定權。
20. 除有關參加者及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行此條款及細則的任何條文，或享有此條款及細則的任何條文下的利益。

21. 如因電腦或智能電話或軟件或網絡等技術問題導致參加者所遞交的答案遺失、破壞、損毀、無法辨識、不完整、錯誤及延遲，本行恕不負責。
22. 參加者如有獎遊戲中違反此條款及細則，涉及任何舞弊、濫用及 / 或欺詐成分，作出虛假陳述或違反適用的法律或法規，本行有權取消該參加者之參加資格，及保留取消及追討獎品之最終決定權。
23. 得獎者有責任遵照法例而支付（得獎者自己的開支）因獎品而牽涉的一切稅項、稅務、徵費或有關稅項。本行恕不負責。
24. 此條款及細則受現行監管規定所限制。
25. 參加者同意此有獎遊戲及此條款及細則須受香港法律所管限並按其詮釋。香港法院對任何爭議具有專有審判權。
26. 本行保留隨時更改此條款及細則和此有獎遊戲的權利而毋須事前通知參加者。本行擁有取消或終止此有獎遊戲的最終權利。若有獎遊戲被取消或終止，本行將透過本行Facebook及Instagram專頁上之留言欄及 / 或以電郵通知你。本行對於任何更改、取消及終止概不承擔任何責任。
27. 此條款及細則的中英文本如有歧義，概以英文本為準。
28. 聯絡本行：facebook.promotions@hsbc.com.hk

由香港上海滙豐銀行有限公司刊發

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