

## **Promotional Terms and Conditions:**

- The promotional period of this lucky draw (the "Lucky Draw") is from 1 December 2018 to 31 December 2018 (both dates inclusive) (the "Promotional Period"). The Lucky Draw is offered by The Hongkong and Shanghai Banking Corporation Limited in the Hong Kong Special Administrative Region ("Hong Kong") (and its successors and assigns) ("HSBC" or the "Bank").
- 2. The Lucky Draw is exclusive to customers who are the sole or (if a joint account) principal account holders of any HSBC account (the "Applicable Account") and fulfil all the following requirements (each, an "Eligible Customer" and, collectively, the "Eligible Customers"):
  - a) Be aged 18 or above on 30 November 2018;
  - b) Have a valid Hong Kong correspondence address under the Bank's record; and
  - c) Set the Applicable Account as the Faster Payment System (FPS) Default Bank Account via Personal Internet Banking or the HSBC HK Mobile Banking app and maintain such setting up until the end of Promotional Period.

Any person who does not fulfil the above criteria for the entirety of the Promotional Period will automatically be disqualified from participating in the Lucky Draw. Any person who acts in breach of applicable laws and regulations or who has an actual or potential conflict of interest will also be disqualified from participating in the Lucky Draw. No person can participate in the Lucky Draw if he/she has been involved in setting up or running this Lucky Draw.

3. During the Promotional Period, Eligible Customers can each get at least one (1) Lucky Draw chance by performing a designated transaction via FPS, as listed below (up to a maximum of ten (10) Lucky Draw chances each day). Such transaction (minimum amount of HKD10/RMB10 or above) must be performed via FPS by using a mobile phone number/email address/FPS Identifier/or by scanning recipient's QR code (where applicable). However, any transaction between two HSBC account(s) held by the same person in sole or joint names, any payment made using account number and scheduled payments will be excluded and not be regarded as designated transactions.

Designated Transaction	Number of Lucky Draw Chance
Send money	1 x
Receive money	1 x
Scan to pay a merchant	2 x

- 4. An Eligible Customer who fulfils the criteria as listed under Clause 3 will be entitled to enter the Lucky Draw automatically to win an Apple iPhone XS Max (Space Grey, 512GB) (the "Prize").
- 5. One (1) Lucky Draw winner ("Winner") each day will be drawn randomly by computer at the end of Promotional Period. Total of thirty (31) Prizes will be given out during the Promotional Period.
- 6. Each Eligible Customer can only be eligible for the Prize once.
- 7. The Winners will be notified by correspondence (the "Redemption Letter") which will be sent on or before 28 February 2019 to each Winner's local correspondence address accordingly to Bank's record at the time of fulfillment.
- 8. Each Winner who receives the Redemption Letter is required to redeem the Prize according to the instructions stated in the Redemption Letter, otherwise the Prize will be deemed to be forfeited.
- 9. The Bank reserves the right to replace the Prize with any alternative gift without prior notice.

- 10. The Prize (or any alternative gift) offered under this Lucky Draw cannot be converted to cash.
- 11. Use of the Prize (or any alternative gift) may be subject to the suppliers' terms and conditions applicable thereto. The Bank is not responsible for and shall have no liability in respect of the quality of goods and services provided by the suppliers of the Prize (or any alternative gift) in this Lucky Draw.
- 12. Each Eligible Customer agrees that he/she shall enter the Lucky Draw at his/her own risk and shall be responsible for all risks of participating in the Lucky Draw. The Bank shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by the Eligible Customers as a result of their participation.
- 13. An Eligible Customer's personal information in the Bank's record must be valid and up-to-date during the Promotional Period and at the time of fulfilment in order to be entitled for the Prize.
- 14. The Bank has the sole and absolute discretion in determining a person's eligibility to receive the Prize. If the Bank discovers at any time, whether after or during the Promotional Period, that any person has failed to comply with these terms and conditions, the Bank is entitled to disqualify the person from participating in the Lucky Draw and receiving the Prize.
- 15. The Bank further reserves the right to exclude an Eligible Customer who violates these terms and conditions, tampers with the Lucky Draw, engages in abusive, deceit or fraudulent behavior in relation to the Lucky Draw or makes false representations or statements or violates applicable law or regulations. If an Eligible Customer is excluded, the Prize may be subsequently revoked and reclaimed.
- 16. 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.
- 17. No person other than the Eligible Customer 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.
- 18. In the event of any dispute arising from the Lucky Draw, the decision of the Bank shall be final and conclusive.
- 19. The Bank reserves the right to change these terms and conditions and terminate the Lucky Draw at any time without prior notice. The Bank accepts no liability for any such change or termination.
- 20. If there is any conflict between the information contained in the promotional materials and these terms and conditions, these terms and conditions shall apply and prevail.
- 21. The Lucky Draw is subject to the prevailing regulatory requirements.
- 22. The Lucky Draw is held within Hong Kong. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong and each Eligible Customer submits to the exclusive jurisdiction of the courts of Hong Kong.
- 23. In the event of any discrepancy or inconsistency between the Chinese and English versions of these terms and conditions, the English version shall apply and prevail.

Issued by The Hongkong and Shanghai Banking Corporation Limited