

## **2023 HSBC HK Business Express Mobile App Lucky Draw Promotion**

### **Terms and Conditions**

1. The 2023 HSBC HK Business Express Mobile App Lucky Draw Promotion (the “**Promotion**”) is available to customers of The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (“**HSBC**”) who have fulfilled all the following requirements (“**Eligible User**”):
  - (a) Company’s registered address is in Hong Kong; and
  - (b) Correspondence address is in Hong Kong; and
  - (c) Successfully fulfill the below requirement (i) or (ii) between 15 February to 15 May 2023 (both dates inclusive) (the “**Promotional Period**”):
    - Requirement (i)
      - Log on HSBC HK Business Express Mobile App (the “**App**”) & successfully activate Mobile Security Key for the first time, and
      - Enable mobile push notification in the App and maintain the subscription
    - Requirement (ii)
      - Existing App user who successfully enable mobile push notification in the App and maintain the subscription
2. Each Eligible User is entitled to ONE lucky draw chance to win lucky draw prizes (the “**Offer**”) irrespective to the number of times they completed the required action above.
3. 10 winners will be drawn randomly by computer after 15 June 2023 and each will receive an iPhone 14 (256GB) smart phone.
4. Each winner will only be eligible for the prize once.
5. If the Business Integrated Account of the Eligible User is cancelled, the App logon profile of the Eligible User is cancelled or the mobile push notification is disabled during the Promotional Period or before receiving the Offer, they will no longer be considered an Eligible User for the purposes of the Offer and the Offer will not be fulfilled.
6. HSBC has the sole and absolute discretion in determining a customer’s eligibility to receive the Offer. If we discover at any time, whether after or during the Promotional Period, that any Eligible User has failed to comply with these terms and conditions, we are entitled to disqualify the Eligible User from participating in the Promotion and receiving the Offer.
7. HSBC further reserves the right to exclude an Eligible User 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 law or regulations. If an Eligible User is excluded, the Offer may be subsequently revoked or reclaimed.
8. Winners will be notified by correspondence through mail (the “**Redemption Letter**”) which will be sent on or before **15 Aug 2023** to each winner’s local correspondence address according to our record at the time of fulfilment. The result of the lucky draw will also be announced on our website at business.hsbc.com.hk after the promotional period by 15 August 2023.
9. 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.
10. The Redemption Letter is not replaceable in the event of any loss or damage by the winners. Winners shall notify us if the Redemption Letter is not received on or before 31 August 2023. We assume no liability and will not offer any compensation in respect of any failure to receive the Redemption Letter by the winners.
11. HSBC reserves the right to replace the Offer with any alternative gift without prior notice.
12. The Offer (or any alternative gift) is not replaceable in the event of any loss or damage.
13. The Offer (or any alternative gift) is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer (or any alternative gift) for cash, other products, services or discounts or transfer or sell the Offer (or any alternative gift).
14. HSBC shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by you as a result of your participation in this Promotion.
15. The use of the Offer (or any alternative gift) may be subject to the terms and conditions stipulated by the supplying manufacturer/supplier/merchant.
16. HSBC is not the manufacturer/supplier/merchant of the Offer (or any alternative gift) and assumes no responsibility for the quality of products and services provided by the supplying manufacturer/supplier/merchant of the Offer (or any alternative gift).
17. The Eligible User cannot choose or request to change the manufacturer/supplier/merchant supplying the Offer (or any alternative gifts).
18. By participating in the Promotion, the Eligible User agrees to be bound by these terms and conditions.
19. It is the Eligible User’s 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 Offer, and HSBC shall have no responsibility in respect thereof.
20. The Offer is provided subject to prevailing regulatory requirements.
21. In case of any dispute arising out of this Promotion, the decision of HSBC shall be final and conclusive.
22. HSBC reserves the right to revise these terms and conditions and/or postpone, suspend or terminate the Offer or the Promotion at any time without prior notice. HSBC accepts no liability for any such change, postponement, suspension or termination, and has the final decision on all matters and disputes arising out of the Promotion.
23. No person other than HSBC and the Eligible User 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. If there is any conflict between the information contained in the promotional materials and these terms and conditions, these terms and conditions will apply and prevail.
25. In case of discrepancies between the English and Chinese versions of the promotional materials and these terms and conditions, the English version shall prevail.
26. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”). Each of HSBC and the Eligible User submits to the exclusive jurisdiction of the courts of Hong Kong.

