

## **Terms and Conditions for iPhone for Life Programme applicable to Personal Credit Card Cardholders (“Terms and Conditions”)**

### **General Terms and Conditions**

#### **1. iPhone for Life**

- (a) iPhone for Life is a programme under which you may purchase a Product using an Eligible Credit Card under Interest-free Merchant Instalment Plan of more than 24 monthly instalment payments.
- (b) You will need to make 24 monthly instalment payments according to the repayment schedule, and the remaining instalments represents the Guaranteed Buy-Back Value. Upon full repayment of the 24 monthly instalment payments, you may elect to exercise the Product Return Option provided by the Designated Merchants to return the Product to the respective Designated Merchants to receive the Product’s Guaranteed Buy-Back Value from the Designated Merchants, if:
  - i. the Product is returned to the same Designated Merchants from whom the Product was purchased; and
  - ii. the Product shall meet all the function conditions and relevant requirements as assessed and designated by the Designated Merchants in accordance with the product acceptance criteria under the respective terms and conditions of Product Return Option, which may vary from time to time. For details, please contact the Designated Merchants;

Alternatively, you may choose not to exercise the Product Return Option and continue to pay for the remaining instalments according to the repayment schedule.

- (c) You are eligible to apply for the Programme if you hold an Eligible Credit Card and your credit card account is valid and in good standing.
- (d) The duration of the Programme is subject to the dates announced by the Designated Merchants.
- (e) The Product Return Option is solely provided by and at the absolute discretion of the Designated Merchants. In the event the Designated Merchants fails to buy back the Product at the Guaranteed Buy-Back Value, including without limitation in the event of bankruptcy or winding up of the Designated Merchants, the Designated Merchants shall be solely responsible for disputes, enquires, liabilities and complaints in relation to the Product, Product Return Option, and the Guaranteed Buy-Back Value and its related services.
- (f) The Product is directly sold and supplied by the Designated Merchants. We are not liable for the goods and services provided by any merchants or its trade-in partners.
- (g) You have to keep all original sales slips or official payment records of the Product. In case of dispute, we may at any time ask you to submit these slips, records, and/or further evidence for inspection and we may keep them.
- (h) If we believe that you have acted in a fraudulent or abusive way, you will not be able to participate in the Programme and we can debit your credit card to repay all outstanding balance or cancel your credit card.
- (i) In case of dispute arising out of this Programme, our decision shall be final and conclusive.

#### **2. Termination**

- (a) Upon termination of the Eligible Credit Card, Eligible Credit Card account or the Programme for any reasons, all outstanding balance of the monthly instalment payments under the repayment schedule of the Programme, including the applicable Guaranteed Buy-Back Value, will become immediately due and payable by you and will be automatically posted in full amount from the Eligible Credit Card account.
- (b) We reserve the right to cancel or terminate the Programme at any time.

#### **3. Applicable Terms and Conditions**

- (a) The terms and conditions of the Eligible Credit Card, Interest-free Merchant Instalment Plan, RewardCash Programme, Reward+ and all other applicable prevailing promotions offered by us will continue to apply.
- (b) We have the right to change or cancel the Programme or vary the terms and conditions of the Programme from time to time. You will be bound by a variation unless we actually receive full payment of the total amount of all instalment outstanding under the Programme before the date on which that variation takes effect. Please check our website for the latest details and terms and conditions of the Programme.

#### **4. Governing Law and Version**

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) Our provision and your use of the Interest-free Merchant Instalment Plan are subject to any applicable regulatory requirements.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

1. **“Programme”** means the iPhone for Life Programme.
2. **“Eligible Credit Card”** means any Hong Kong Dollar personal primary, combined additional or separate additional credit cards issued by The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (and its successors and assigns). HSBC Pulse UnionPay Dual Currency Diamond Credit Card and HSBC UnionPay Dual Currency Card are not Eligible Credit Cards.
3. **“Interest-free Merchant Instalment Plan”** means the credit card interest-free merchant instalment plan offered by the Hongkong and Shanghai Banking Corporation Limited, Hong Kong (and its successors and assigns) from time to time. You may pay a transaction by Interest-free Merchant Instalment at Designated Merchants using HSBC credit cards. Designated Merchants might provide various repayment tenors and may require minimum transaction amount.
4. **“Product”** means specific iPhone models that we and the Designated Merchants may jointly decide to make available under the Programme from time to time.
5. **“Product Return Option”** means the option provided by the Designated Merchants that may be exercised by you to return the Product to the respective merchant to receive the Product’s Guaranteed Buy-Back Value.
6. **“Designated Merchants”** means 3HK, China Mobile Hong Kong, csl/1010, HKBN, SmarTone, and Telecom Digital SUN Mobile.
7. **“Guaranteed Buy-Back Value”** means a residual buy back value of the Product offered by the Designated Merchants under the Product Return Option as specified by the Designated Merchants from time to time.
8. **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.
9. **we, us, our** means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.
10. **you or your** means the person to whom we issue a credit card (whether a primary or an additional credit card) that is eligible for the Programme.

Effective from 13 September 2022

**To borrow or not to borrow? Borrow only if you can repay!**