



Terms and Conditions of **'Music on the Harbourfront HKGNA Music Festival 2022' Tickets** Giveaway

1. The promotion period for [**Music on the Harbourfront HKGNA Music Festival 2022' Concert Tickets** Giveaway' lucky draw game] (the 'Lucky Draw') is from 25 Oct 2022 (15:00) to 27 Oct 2022 (23:59) (based on Hong Kong time and as determined by the time of receipt by the Facebook and Instagram servers) (the 'Promotion Period'). By completing the actions described in Clause 5(c) below to participate in the Lucky Draw, you are deemed to have accepted these Terms and Conditions.
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 and Instagram registered users (the 'Entrant') who have satisfied the criteria set out in Clause 5 below during the Promotion Period will get a chance to win the following prize (collectively "Prize"):
  - i) 2 Tickets of 'Music on the Harbourfront HKGNA Music Festival 2022' for either 1 day of the Festival (18 or 19 or 20 November 2022)
4. The Lucky Draw is launched on Facebook and Instagram, and there will be a total of 15 winners for each platform. Each Facebook or Instagram account will only be entitled to one entry during the entire Promotion Period. If the Entrant enters the lucky draw more than once or posts more than one comment, only one submission will be considered in the Lucky Draw.
5. The Lucky Draw is available to an Entrant who satisfies the following requirements:
  - a. he/she is a Hong Kong resident with a Hong Kong Identity Card;
  - b. he/she is aged 18 years old or above;
  - c. he/she has followed and liked HSBC Instagram account and Facebook page
  - d. he/she has commented in the post of: [Music on the Harbourfront HKGNA Music Festival 2022' Concert Tickets Giveaway] on the Bank's Facebook page by (i) sharing the most anticipated artist for the festival; and (ii) tagging 2 friends and/or family members.
6. An Entrant who is unable to satisfy any of requirements set out in Clause 5 above during the continuity of the Promotion Period will not be eligible to participate in the Lucky Draw, even if he/she was able to meet the criteria at the time of entry (for example, an Entrant will not be eligible if he/she posted a comment but later deletes it). Further, any person who acts in breach of any laws and regulations or who has a conflict of interest (including persons who have been involved in setting up or organising the Lucky Draw) would not be eligible to participate in the Lucky Draw.
7. Each Entrant:
  - a. agrees that the Lucky Draw is in no way sponsored, endorsed or administered by, or organised by Facebook and Instagram; and
  - 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 Instagram; and
  - c. grants Facebook and 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 Instagram.
8. No purchases are required to be made in order to participate in the Lucky Draw.
9. There is no limit for the entry to the Lucky Draw and only one set of Prize can be won per Entrant. There is no exchange and refund for the Prize won.
10. All matters relating to the drawing process shall be at the Bank's sole discretion. The decision of the Bank is final and conclusive.
11. The winners will be personally responsible for any and all additional costs incurred pursuant to the acceptance and use of the Prize.
12. The announcement of the winners will be made on the Bank's Facebook page by on or before 29 Oct 2022.
13. The Bank will contact the winners by 29 Oct 2022. The Bank will provide the winners with an email address via Facebook and 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. Each of the Prize is non-tradable, non-negotiable, non-refundable and non-exchangeable for cash. In particular, the Prize and the Promotional offer must not be sold or given away and may become void if this condition is breached. If the Prize offered is unavailable for any reason, 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 the Lucky Draw or the availability of the Prize or the Promotional offer.
15. The Bank reserves the right to feature the winners' names on Facebook and Instagram or in other marketing or promotional materials. By completing the steps in Clause 3 above, Winner agrees to the use of his/her information.
16. The Winners' personal data including Facebook and Instagram account names, full names, mailing address 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.
17. By providing his/her personal data to the Bank, the Entrant agrees to the collection, use and share 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 and the Bank's privacy policy (<https://www.hsbc.com.hk/misc/pdo-notice-cards/>).
18. In case of any dispute arising from the Lucky Draw, the decision of the Bank shall be final and conclusive.

19. The Bank does not accept responsibility for the use of personal data by any third parties or the content or reliability or security of any third party's website.
20. The Prize, 'Music on the Harbourfront HKGNA Music Festival 2022' Concert Tickets, are offered subject to the terms and conditions of Hong Kong Generation Next Arts Limited ("HKGNA" <http://www.hkgna.com/>). Entrants should understand and accept (and ensure that the entrants understand and accept) that the Bank is not supplier or producer of the Prize or any part of it. The Bank disclaims all warranties and conditions with regard to 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.
21. 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.
22. 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.
23. 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 at the Bank's sole discretion.
24. 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.
25. These Terms and Conditions are subject to prevailing regulatory requirements.
26. 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.
27. The Bank reserves the right to change these Terms and Conditions at any time without prior notice to you and the Bank accepts no liability for any such change, withdrawal and termination. The Lucky Draw may be suspended, 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 page and/or via email.
28. 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.
29. Contact the Bank: [facebook.promotions@hsbc.com.hk](mailto:facebook.promotions@hsbc.com.hk)

Issued by The Hongkong and Shanghai Banking Corporation Limited