

# TERMS AND CONDITIONS

# "IPHONE 16 PROMOTION WITH HSBC CREDIT CARDS AT CELLPHONE S"

(These Terms and Conditions take effect from 20/09/2024)

Customer is advised to note that participating in the Promotion or accepting the promotional benefits offered by the Promotion means that Customer has read, understood, and accepted these Terms and Conditions.

- 1. The "IPHONE 16 PROMOTION WITH HSBC CREDIT CARDS AT CELLPHONES"
  - Promotion (the "**Promotion**") is applied at all HSBC Bank (Vietnam) Ltd. ("**HSBC**" or "**Bank**") branches and transaction offices and takes effect from **20/09/2024** to **31/12/2024** (the "**Promotion Period**").
- 2. This Promotion is applicable for customers who satisfy all of the following conditions:
  - **2.1** Cardholders who are holding the following credit cards issued by Bank in Vietnam ("Cardholder") as following:
    - HSBC Premier World MasterCard Credit Card®
    - HSBC TravelOne Credit Card
    - HSBC Visa Platinum Online Credit Card
    - HSBC Visa Platinum Cashback Credit Card
    - HSBC Visa Classic LiveFree Credit Card

(These credit cards shall be referred to as "HSBC Credit Cards" or "Cards")

- **2.2** This Promotion shall not apply for:
  - a. HSBC Corporate Credit Card.
  - b. By & within the Promotion Period, Cardholders if his/her Credit Card is delinquent with fee, balance at HSBC, blocked for any reasons.
- **2.3** Cardholders, who meet the terms and conditions of the Promotion.

Cardholders, who meet the terms and conditions of the Promotion hereafter known as **Eligible Customers**.

- 3. Details of the Promotion:
  - 3.1 Offer details and conditions:
    - a. Discount of VND 1,000,000 on the value of Eligible Transaction payments for orders to purchase Iphone 16, Iphone 16+, Iphone 16 Pro and Iphone 16 Pro Max distributed by CELLPHONE S("Partner") at the store/ website ("Sales Channel") when Cardholder pays with HSBC Credit Card.

b. For Eligible Customers who make the earliest payment from 00:00 on the first day to 23:59 on the last day of each Period during the Promotion Period as follows:

Period	Duration (from day to	Discount Quantity
	day)	
Period 1	20/09/2024 - 30/09/2024	50
Period 2	01/10/2024 - 31/10/2024	50
Period 3	01/11/2024 - 30/11/2024	50
Period 4	01/12/2024 - 31/12/2024	50
Total		200

- Each Cardholder is only entitled to enjoy the Promotion once (01) during the
  Promotion Period.
- d. Eligible Customers will not get the discount if the number of discounts for each Period has been used up.

# 3.2 How to get the Promotion

Eligible Customers perform the following steps:

#### At store:

- Customers select Iphone 16 series and provide HSBC card number to Partner's salesman to check the eligibility of card to join the Promotion.
- Once the card is eligible, Partner's salesman proceeds to create the order, the discount (if applicable) will be automatically deducted to the final payment amount.
- Customers make payment by HSBC Credit Card and get the iPhone.

# On Website:

- Select Iphone 16 series and click "Buy Now" button.
- Select the delivery at home or in the store.
- Input your information including Name, Mobile Number, email, Address.
- Select payment method: Credit Card.
- Input Credit Card information including Card Number, Full Name, Expiry Date, CVV.
- Tick the button: I agree to CELLPHONE S's privacy agreement and purchasing policy.
- Click "Make Payment" to complete the order and wait for delivery.

- **3.3** Eligible Customers may not get the Discounts if the allocated number of Discounts has been used up. Once the number of Discounts allocated during the Promotion period has been used up, the Promotion information will not be displayed at the payment step.
- **3.4** The Promotion cannot be used with any other product and cannot be exchanged for cash or transferred in any form.
- **3.5** The Discount Code cannot be re-issued if the order is canceled or returned for any reason.
- **3.6** Promotion is for retail customers only. HSBC and Partners reserve the right to refuse to apply the Promotion to orders that appear or are proven to be purchased and resold by merchants.

# **3.7** Eligible Transactions are:

- a. Eligible Transaction is a transaction for orders to purchase Iphone 16, Iphone 16+, Iphone 16 Pro and Iphone 16 Pro Max distributed by Partners at the official Apple Flagship Store on their Sales Channel.
- b. The date and time of the transaction will be based on information stored on HSBC's system.
- c. The successful transaction confirmation message is not valid to confirm that a transaction has been successfully recorded in HSBC's system.
- d. HSBC reserves the right to request for valid documents and clarification from cardholders regarding transaction content, address of the point of sales, as well as financial invoices to prove that it is an Eligible Transaction. HSBC also reserves the right to contact merchants to verify Eligible Transactions. If customer refuses to fulfil the Bank's request or the mentioned documents, or should HSBC verify and find that the transactions do not adhere to what are defined as Eligible Spends, then the Bank shall not include these transactions in the total transactions to be considered for the offers.
- 3.8 The Cardholder's Card must be in good condition (Card must not be closed, not in a state of late payment, not suspended or not canceled) according to the Bank's decision at the time of making the Eligible Transaction. In case the Card is not in good condition for any reason before and on the day of the Eligible Transaction, the Cardholder will not be eligible to get the offer.
- **3.9** In case the quantity of promotional goods or services runs out or the goods or services used for Promotion or the amount of evidence to determine winners has been issued, HSBC has the right to terminate the Promotion before the Promotion ended date.
- 3.10 In case of force majeure, HSBC will publicly notify customers of the Promotion's termination before the ended date. A force majeure event is an objective event that is unpredictable and cannot be overcome despite the application of all necessary and

permissible measures. Force majeure events include, but are not limited to, earthquakes, floods, wars, strikes, walkouts, riots, epidemics, quarantines, technical failures, any act of government or government. Any policy that affects the implementation of the Promotion or other objective matters that are unpredictable and cannot be overcome despite the application of all necessary and permissible measures have been taken.

- **4.** The purchasing of product at Partner will follow Partner's Terms and Conditions. For those concerns related to the purchasing at Partner, Cardholder contact Partner for further clarification.
- **5.** For all matters related to the Promotion, please contact HSBC for resolving as.
  - **5.1** Go to the nearest HSBC branch.
  - **5.2** Contact with Customer Service via email direct@hsbc.com.vn or connect via:
    - HSBC Premier: (84) 28 37 247 666 (24/7)
    - HSBC Visa Platinum/ MasterCard TravelOne: (84) 28 37 247 248 (24/7)
    - Retail Customers: (84) 28 37 247 247 (the South) or (84) 24 62 707 707 (the North) (operate 24/7 for lost or missing card or lost token, complaints related to transaction or other complaints related to Credit Card, and from 8 A.M to 10 P.M daily for other complaints)
- **6.** HSBC is not the provider of products, goods, services of Partner. Partner is responsible for products, goods, services provided by Partner to customers. In case of any dispute arising out of or in connection with this Promotion, HSBC shall resolve disputes in co-operation with customers. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws.
- **7.** These Terms and Conditions shall be applied simultaneously with terms and conditions of General, HSBC Credit Card and HSBC Premier Credit Card Agreement.
- **8.** These Terms and Conditions are subject to changes at any time as HSBC may deem fit. Changes (if any) shall be notified or registered in accordance with the relevant laws and updated on website of HSBC prior to application.
  - **9.** These Terms and Conditions are made in Vietnamese and English. In case of any discrepancy or inconsistency between the English version and Vietnamese version, the Vietnamese version shall prevail.