

## 'Visa Grand Lucky Draw' Promotion ("Promotion") – Terms and Conditions

### 1. Promotion

- 1.1. The Promotion is valid from 11 June 2010 to 31 August 2010 (both dates inclusive) ("Promotion Period").
- 1.2. Participating cardholders ("Participants" and individually a "Participant") must charge their transactions to their Visa cards in any merchants in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") from 00:00 on 11 June 2010 (GMT+8) to 23:59 on 31 August 2010 (GMT+8) in order to be eligible to participate in the Promotion. Participants must be aged 18 or above.
- 1.3. Only Visa cardholders (both local and overseas countries (including the People's Republic of China ("Mainland China" which excludes Hong Kong for the purpose of the terms and conditions herein), Taiwan, South Korea, Singapore, Malaysia, Thailand, the Philippines and India (collectively, the "8 overseas countries")) are eligible to participate in the Promotion. The 8 overseas countries' Visa cardholders are overseas visitors to Hong Kong whose Visa cards are issued in the 8 overseas countries respectively ("Overseas Visa Cardholders"). Local Visa cardholders are those holders of Visa cards issued in Hong Kong ("Local Visa Cardholders").
- 1.4. Cardholders of Dual Currency cards must select to use Visa Network in order to be eligible for the Promotion.

### 2. 'Visa Grand Lucky Draw' ("Lucky Draw")

- 2.1. From 1 June to 1 September 2010, Participants can register to enter the Promotion via the designated channels provided by Visa (collectively, the "Registrations" and individually, a "Registration"). Each valid Visa card is eligible to 1 Registration only. There is no limit to the number of different valid Visa cards per Participant. Once a Participant successfully makes a Registration, such Registration will be qualified to enter the Lucky Draw.
- 2.2. The following transactions are expressly excluded from the Promotion:
  - Cash advances
  - ATM withdrawals
  - Any payment made on the Internet
  - Monthly payments toward installment payment plans
  - Regular payments automatically deducted from Visa card accounts
  - Balance transfer
  - Tax payments
  - Insurance and other bill payments
  - Late charges
  - Annual fees
  - Interest charges
- 2.3. Participants must register via [www.visa.com.hk](http://www.visa.com.hk) ("Visa website") for entering the Promotion in order to be qualified for the Lucky Draw from 00:00 on 1 June 2010 (GMT+8) to 23:59 on 1 September 2010 (GMT+8).
- 2.4. Each of the Participants is required to input the following particulars when register via the Visa website:
  - Name
  - Email address
  - Country code and contact telephone number
  - Corresponding Visa card account number
  - Card issuing country of the Visa card used for transaction(s) in Hong Kong

- 2.5. Participants must ensure that all the required information is supplied and the criteria laid out in the Promotion have been met to qualify for entry. For those Participants who do not provide the required information, their entries will be canceled.
- 2.6. Each eligible Visa card can be registered once and via the designated channel only. Registering the same Visa card via the same designated channel will NOT be entitled to any additional entry(ies) of the Lucky Draw, and such duplicate entry(ies) will be canceled. Any Registration will receive one Lucky Draw entry only.
- 2.7. The last day of having eligible transaction for entry to the Lucky Draw is 31 August 2010 at 23:59 (GMT+8). The last day for the Registrations is 1 September 2010 at 23:59 (GMT+8).
- 2.8. The Prizes of the Promotion include 16 sets of "Visa Grand Lucky Draw" prize (collectively, the "Lucky Draw Prizes" and individually, the "Lucky Draw Prize") as set out in clause 3 below. The Lucky Draw will be conducted on a random basis.
- 2.9. The Lucky Draw is only applicable to eligible Participants whose Visa cards accounts are valid and in good standing and remains valid and in good standing during the Promotion Period and at the time of the Lucky Draw Prize claim and redemption referred to in clause 4 below. If the account status of any Participant has changed, Visa reserves the right not to offer the Lucky Draw Prizes to such Participant without notice and reasons.
- 2.10. A total of 16 winners (collectively, the "Winners" and individually, the "Winner ") will be drawn to win the Lucky Draw Prizes on 6 September 2010. Any Winner who spends an accumulated sum of HK\$3,000 or more with respect to any relevant Registration during the Promotion Period, such Registration will be qualified to receive a Lucky Draw Prize. All Winners will be drawn in the presence of an employee from Visa and a representative from the advertising agency of Visa.
- 2.11. By participating in the Lucky Draw, the Participants agree to be, and are, bound by all the terms and conditions herein together with all the terms and conditions for the redemption of the Lucky Draw Prize as well as to agree to participate in the 'Visa go Hong Kong Super Shopper' competition held by Visa from 25 October to 26 October 2010 (the "'Visa go Hong Kong Super Shopper' Competition") and participate in any other marketing activities related to the Promotion. For details of the 'Visa go Hong Kong Super Shopper' Competition please visit the Visa website.
- 2.12. Visa bears no responsibility for any dispute regarding the mechanism regarding the Lucky Draw.

### **3. Lucky Draw Prizes**

- 3.1. Subject to clause 2.10 above, 16 Winners in total will each win a Lucky Draw Prize, out of which 8 Winners who will be Local Visa Cardholders ("Local Winners") will each win 2 Visa Prepaid cards worth an aggregate sum of HK\$10,000 and a qualification to enter the 'Visa go Hong Kong Super Shopper' Competition. The other 8 Winners who will be Overseas Visa Cardholders ("Overseas Winners") will each win a 4 Days 3 Nights trip to Hong Kong (the "Trip") and a qualification to enter the 'Visa go Hong Kong Super Shopper' Competition.
- 3.2. The 16 Winners will join the 'Visa go Hong Kong Super Shopper' Competition held by Visa from 25 October to 26 October 2010. The Overseas Winners must take Trip at designated period (from 24 October to 27 October 2010) to join the 'Visa go Hong Kong Super Shopper' Competition. If any Local Winners cannot, or Overseas Winners cannot take the Trip and, be present at the 'Visa go Hong Kong Super Shopper' Competition for any reason, the entitlement to the Trip (where relevant) and the 'Visa go Hong Kong Super Shopper' Competition's entrance qualification can be transferred or given up. For details, please refer to clause 4.4 below.
- 3.3. The 'Visa go Hong Kong Super Shopper' Competition covers two days from 25 October to 26 October 2010. On the first day, eight competition teams (8 Overseas Winners pairing with 8 Local Winners) are required to complete various shopping tasks according to pre-set

criteria within given time frame. On the second day, the teams will present their shopping items to a judging panel and a winning team will be selected. The winning team will be awarded with a grand prize of HK\$500,000 Visa spending amount. Visa reserves the right to make alternative arrangements including amending the dates with respect to the 'Visa go Hong Kong Super Shopper' Competition and Trip due to adverse weather conditions or other factors.

- 3.4. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the Lucky Draw Prizes will be permitted.
- 3.5. Lucky Draw Prizes cannot be resold, in exchange for cash, other products or discounts or other considerations. No refund will be given for any unused service or entitlement.
- 3.6. At the end of the Promotion, the results of the Lucky Draw will be published in The Standard and Sing Pao Daily on 10 September 2010. The list of the 16 Winners will be posted on the Visa website on 10 September 2010.

#### 4. Lucky Draw Prize Claim and Redemption

- 4.1. All Winners will be notified via phone and email ("Prize Notification Email"). Notifications to the Winners will be made starting from 6 September 2010. The Winners must present all the required documents for verification in order to be eligible for redemption of the Lucky Draw Prizes.
- 4.2. Each Winner may in person present all of the following documents at the designated redemption center for verification purpose (Overseas Winners can submit the required documents by post or email):
  - The copy of the Winner's valid identity card or passport
  - The copy of the Visa card used for the transaction
  - The printed copy of the Prize Notification Email issued by Visa

- 4.3. The Winners must complete the verification with the designated redemption centre from 7 September 2010 to 30 September 2010 (both dates inclusive). Details of the designated redemption centre are as follow:

- Redemption Centre Address: Suite 1113-1119, Two Pacific Place, 88 Queensway, Central, Hong Kong
- Operating Hours: Monday to Friday, 09:00 to 17:00 (GMT+8)(closes on Saturdays, Sundays and public holidays)
- Booking Hotline: (852) 2842 2314
- Email Address: alichung@visa.com

The Winners must make appointment with the designated redemption centre at least three business days (excluding Saturdays, Sundays and public holidays) in advance if they verify themselves at the designated redemption centre in person. Lucky Draw Prize will be forfeited if a Winner is unable to complete the verification successfully by 17:00 of 30 September 2010(GMT+8). Visa reserves the rights to transfer the Lucky Draw Prizes and the qualifications to enter the 'Visa go Hong Kong Super Shopper' Competition to other Participants.

- 4.4. Upon successful verification, the Winners must redeem all the Lucky Draw Prizes within the redemption period as set out in the Prize Notification Email. After the redemption period, all unclaimed Lucky Draw Prizes will be forfeited automatically. No refund will be given for any unclaimed Lucky Draw Prizes after such period.
  - 8 Local Winners: after successful verification, the 8 Local Winners must in person redeem 2 Visa prepaid card at designated redemption center on or before 30 September 2010. After the redemption period, all unclaimed Lucky Draw Prizes will be forfeited automatically

and no refund will be given. Terms and conditions of the Visa prepaid card shall apply. For details, please refer to the Visa prepaid card. At the time of the redemption of the Lucky Draw Prizes, each of the Local Winners is required to sign an agreement confirming his/her participation in the 'Visa go Hong Kong Super Shopper' Competition. If any Local Winner cannot be present at the 'Visa go Hong Kong Super Shopper' Competition for any reason, the 'Visa go Hong Kong Super Shopper' Competition's entrance qualification can be transferred by such Local Winner to any eligible person (who must be aged 18 or above) after successful prize redemption and on or before 30 September 2010. Any Local Winner who wishes to transfer the 'Visa go Hong Kong Super Shopper' Competition's entrance qualification must contact and obtain the prior consent from the designated redemption center (please refer to clause 4.3 above for details of the designated redemption centre).

- 8 Overseas Winners: after successful verification, the 8 Overseas Winners must successfully redeem the Lucky Draw Prizes by booking the Trip to Hong Kong on or before 30 September 2010. After the redemption period, all unclaimed Lucky Draw Prizes will be forfeited automatically and no refund will be given. At the time of the redemption of the Lucky Draw Prizes, each of the Overseas Winners is required to sign an agreement confirming his/her participation in the 'Visa go Hong Kong Super Shopper' Competition. If any Overseas Winner cannot take the Trip and be present at the 'Visa go Hong Kong Super Shopper' Competition for any reason, the Lucky Draw Prize and the 'Visa go Hong Kong Super Shopper' Competition's entrance qualification can be transferred by such Overseas Winner to any eligible person (who must be aged 18 or above) after successful redemption and on or before 30 September 2010. Any Overseas Winner who wishes to transfer the Lucky Draw Prize and the 'Visa go Hong Kong Super Shopper' Competition's entrance qualification must contact and obtain the prior consent from the designated redemption center (please refer to clause 4.3 above for details of the designated redemption centre).

- 4.5. In the event that the required documents for verification under clause 4.2 above are incomplete, Visa reserves the right to forfeit the Lucky Draw Prizes.
- 4.6. Prior to participating in the Promotion and Lucky Draw, each Participant should observe the laws and regulations of his/her own country pertaining to activities similar to the Promotion, including, but without limitation, the laws and regulations of the Mainland China for countering unfair competition; and the Winner should deal with the Lucky Draw Prizes in accordance with such laws and regulations. If any Participant is prohibited by the laws and regulations of his/her own country to participate in the Promotion and/or to win any Lucky Draw Prize, such Participant is not eligible to participate in the Promotion and Lucky Draw; and the Lucky Draw Prize of such Winner will be forfeited.

## 5. General Terms and Conditions

- 5.1. Information (including, but without limitation, personal data) provided by the Participants and Winners in the Promotion (including, but without limitation, the Lucky Draw, the Lucky Draw Prize claim and redemption and other activities in the Promotion) will be used by Visa, Hong Kong Tourism Board ("HKTB") and their respective agencies for administering the Promotion and other related marketing program purposes. Visa, HKTB and their respective agencies may pass such information to their respective retained service providers for management of the Promotion, data processing, redemption arrangements and analysis of Lucky Draw Prizes and other purposes related to the Promotion. The information provided by the Participants may also be used to send promotional materials related to the Promotion to the Participants by Visa, HKTB, their respective agencies and/or retained service providers, as the case may be. Participants reserve the right to decline the receipt of such materials by emailing to [aphkmarketing@visa.com](mailto:aphkmarketing@visa.com). By participating in the Promotion, Participants consent to such uses of their information.

- 5.2. All information provided by the Participants and Winners in the Promotion and the Lucky Draw Prize claim and redemption is deemed to be true and accurate.
- 5.3. Unless otherwise required for the purposes stated in the terms and conditions herein, all personal data collected pursuant to the Promotion will be automatically destroyed 24 months after the end of the Promotion.
- 5.4. Visa, HKTB, their respective agencies and retained service providers will only keep such personal data for so long as they are required for the purposes stated in the terms and conditions herein. Visa, HKTB, their respective agencies and retained service providers will treat all personal data collected from the Participants in confidence. The entire Participants' rights under the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) shall be recognized by Visa, HKTB, their respective agencies and retained service providers at all times.
- 5.5. Registration data and other information about you are subject to our privacy policy. For more information, please see our full privacy policy at [www.visa-asia.com/ap/hk/en\\_US/general/privacy/index.shtml](http://www.visa-asia.com/ap/hk/en_US/general/privacy/index.shtml).
- 5.6. Visa and HKTB shall not be liable to any person for any personal injury, death, loss, damage or liability (whether direct, indirect or otherwise) arising from or in connection with the Promotion, the Lucky Draw or the Lucky Draw Prizes including, but not limited to, loss of income, profits or goodwill, any loss, damage or liability arising from any failure to receive or process any entry; any error in computing any chance; any computer, telecommunications or equipment failure or malfunction; any deficiency or inadequacy of service rendered by any third party; or any notice which is misdirected or lost in the Internet or postal system even if Visa has been advised of the possibility of such loss, damage or liability.
- 5.7. Visa and/or HKTB reserve(s) the right to invite the Winners and/or use the Winners' information to participate and undertake public relations activities in association with the Promotion.
- 5.8. Visa and HKTB reserve the right: – to amend, delete or add to any of the terms and conditions herein; – to change or substitute the Lucky Draw Prizes (or any portion thereof) with a prize of similar value; and/or – to cancel, terminate or suspend this Promotion, at any time with or without notice or reasons to a Participant. Participants may obtain updated versions of the terms and conditions herein, if any, by logging on to the Visa website. For the avoidance of doubt, the exercise by Visa and HKTB of any of its foregoing rights shall not entitle any eligible Participant or Winner to any Lucky Draw Prize or claim for compensation against Visa, HKTB or any of their respective agencies or retained service providers.
- 5.9. Suspected or actual fraud and/or suspected or actual abuse relating to the participation in the Promotion by the Participants and/or earning of Lucky Draw Prizes by the Winners may result in the terminations of the Registrations and/or Lucky Draw Prizes being forfeited forthwith.
- 5.10. All questions and disputes regarding the Promotion, Lucky Draw and Lucky Draw Prizes will be determined at the sole discretion of Visa.
- 5.11. Employees of Visa, HKTB, their agencies and retained service providers are not eligible for participation in the Promotion.
- 5.12. Participants shall be solely responsible for any taxes or duties payable in connection with his/her participation in this Promotion or winning, redeeming or using any Lucky Draw Prize.
- 5.13. To the fullest extent permitted by applicable laws, Visa offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion and Lucky Draw Prizes and services provided by the service providers including, but without limitation, the merchantable quality and fitness for purposes in respect of the Lucky Draw Prizes and level of care and skill in respect of the relevant services.
- 5.14. Unless otherwise provided in the terms and conditions herein, Winners shall not be entitled to any cash compensation / benefits or substitution in any form whatsoever in lieu of the declared Lucky Draw Prizes in the Promotion.
- 5.15. Visa's decisions on all matters relating to the Promotion, are final and binding on all the Participants.

- 5.16. In the event of discrepancies between the English and the Chinese versions of the terms and conditions herein, the English version shall prevail.
- 5.17. The terms and conditions herein shall be construed in accordance with and governed by the laws of Hong Kong.

Trade Promotion Competition Licence Numbers: 34057-65