



Moneymax HSBC Giftaway Xiaomi JBL Exclusive Campaign Terms & Conditions

1. The **Moneymax HSBC Giftaway Xiaomi JBL Exclusive Campaign** (hereinafter referred to as “**Campaign**”) is organized by MoneyGuru Philippines Corporation [CS20141415] for www.moneymax.ph (hereinafter referred to as “**Moneymax**” or “**we**”) and in partnership with **HSBC Philippine Branch** (hereinafter referred to as “**Product Provider**”) as the Service Provider for HSBC products that are being applied for.
2. Product Provider credit cards eligible for the Campaign are HSBC Red Mastercard Card, HSBC Gold Visa Cash Back Card and HSBC Platinum Visa Card (hereinafter referred to as “**Eligible Credit Cards**”).

Campaign Period

3. The Campaign comprises of the following periods:
 - a. “**Sign-Up Period**” runs from **March 13** to **April 15, 2024**, as approved by DTI-FTEB, all dates inclusive;

Campaign Eligibility

4. The Campaign is open to individuals who:
 - a. are 21 years old and above; and
 - b. have a residential address in the Philippines for receiving a Campaign Gift as defined below
 - c. is a New-to-Bank applicant
 - i. New-to-Bank is defined as a person who does not have any existing and/or prior accounts or a financial relationship with Product Provider whether in the Philippines or otherwise.
 - d. is an existing credit card holder for at least 6 months with other Product Providers; and
 - e. register their interest, during the Sign-Up Period, for any of the Eligible Credit Cards on Moneymax website and eligible applicants will be called by Moneymax call center representative to complete the Product Provider rocket application form through the weblink provided by the call centre representative before the end of the Sign-Up Period; and
 - f. has their application for the Eligible Credit Cards approved by Product Provider (hereinafter referred to as “**Cardholder/s**”) and their credit card of choice activated once disbursed by HSBC. It is clarified that to be eligible for this Campaign, the approved application for the Eligible Credit Card(s) must have been made through Moneymax and that the Eligible Credit Card(s) must be activated through HSBC.
 - i. Moneymax is not liable for the delivery of the approved credit card and campaign eligibility will be based on the individual's card activation and Moneymax receiving the activation report from the Product Provider.
5. The following individuals are not eligible for the Campaign:
 - a. permanent and/or contract employees of Product Provider (including its subsidiaries and related companies) and their respective immediate family members; and/or
 - b. representatives and/or agents (including advertising and campaign agents) of Product Provider and their respective immediate family members; and/or
 - c. any person who has committed any misconduct, fraudulent or wrongful acts in relation to their credit card account(s), any facility, service or accommodation granted by Product Provider, including Product Provider's website; and/or
 - d. those who have not activated their Eligible Credit Card(s); and/or



- e. those who have registered for a previous credit card Campaign organized by Moneymax within the six (6) months preceding the start date of Campaign. It is clarified that any such individual will not be eligible for this Campaign irrespective of whether their Eligible Credit Card application made under the previous Campaign with Moneymax has been completed and/or approved by Product Provider.
- 6. It is further clarified that those who make a direct or online application for any of Eligible Credit Card(s) at any of Product Provider's branches or website or through a direct sales representative or other third-party sales agent may not be eligible to receive a Campaign Gift (defined below) under this Campaign.
- 7. Moneymax reserves the right to reject information submitted on the Moneymax website and/or social media if we deem it not legible, in non-English alphabets, to use foul language, or as spam or of a fraudulent nature.

Campaign Mechanics

- 8. Cardholders who fulfil the Campaign Eligibility requirements set out in clauses 4 and 5, and their subclauses above, will be considered a **"Successful Cardholder"** of the Campaign.
- 9. Each Successful Cardholder will be entitled to and shall only receive one (1) **Campaign Gift** regardless of the number of approved Eligible Credit Cards issued by Product Provider. **"Campaign Gift"** is defined as either one (1) of the following:
 - a) **One (1) unit of JBL Tune 520 BT worth PHP 3,349 (recommended retail value) ("Gift A"); OR**
 - b) **One (1) unit of JBL Flip 6 worth PHP 7,499 (recommended retail value) ("Gift B"); OR**
 - c) **One (1) unit of Giftaway voucher(s) worth PHP 3,000 ("Gift C");**
- 10. Successful Cardholders Philippines may choose either one (1) of the available Campaign Gifts upon submission of application for the Eligible Credit Card. Successful Cardholders with a residential address in the Philippines will be issued their chosen Campaign Gift (subject always to availability of third-party distribution and supply channels, and/or merchant delivery schedules, over which we have no control).
- 11. This promotional campaign is not valid in conjunction with any other promotions and/or campaigns. Successful Cardholder who receive the Campaign Gift shall not be eligible to participate in other sign-up card campaigns by Product Provider or its third-party sales agents.

Campaign Gift Redemption

- 12. Moneymax will contact all Successful Cardholders who have chosen Gift A or Gift B via a confirmation email within two (2) weeks of Moneymax receiving the Successful Cardholders' approval status from the Product Provider (hereinafter referred to as **"Confirmation Email"**) and Gift A or Gift B will subsequently be delivered to the address supplied by Successful Cardholders to Moneymax (**"Cardholder Address"**);
- 13. Moneymax will not contact Successful Cardholders who have chosen Gift C. Gift C will be sent to the email address supplied by Successful Cardholders to Moneymax directly. (**"Cardholder Email"**).
- 14. Moneymax is not responsible for any wrongful or missing delivery of the Campaign Gift due to any incorrect or incomplete Cardholder Address supplied. No replacement of Campaign Gift will be offered.
- 15. The Campaign Gift cannot be transferred to other parties, is not refundable and is strictly not exchangeable for cash, credit, or other goods.
- 16. Delivery or fulfilment of Campaign Gift A or Gift B is estimated to be twelve (12) to fifteen (15) weeks from date of Confirmation Email (subject always to availability of third-party distribution and supply channels, and/or merchant delivery schedules, over which we have no control). A maximum of two (2) free delivery attempts will be made to deliver the Campaign Gift A to the Cardholder Address. Signed receipt by any person at the Cardholder Address is



conclusive of successful delivery. In the event the Successful Cardholder is unable to receive their Campaign Gift A or Campaign Gift B within the stipulated delivery attempts, the Successful Cardholder may contact Moneymax to arrange delivery of the Campaign Gift A or Gift B and will be required to pay the applicable delivery costs for the same. Delivery or fulfilment of Campaign Gift C is estimated to be three (3) to four (4) weeks from date on which Moneymax receives confirmation from the Product Provider of the Successful Cardholder's approval for the Eligible Credit Card (subject always to availability of third-party distribution and supply channels, and/or merchant delivery schedules, over which we have no control).

17. The Campaign Gift choice of colour may vary at the discretion of Moneymax, based on available stock from the merchant/s.

18. The Campaign Gift does not include any accessories or items (unless stated) that may be shown on any marketing materials, as they are for illustration purposes only. The recommended retail value of the gifts provided above is the item's retail value at the time of permit application and is subject to change by the issuing merchant, over which we have no control.

19. The use of the Campaign Gift is subject to terms and conditions of the issuing merchant(s).

20. All servicing or warranty claims should be directed to the merchant, manufacturer or distributor of the Campaign Gift. Please refer to the warranty card / box / notification / delivery receipt attached with the Campaign Gift.

21. Moneymax and Product Provider are not in any way endorsing, sanctioning, approving or supporting the brand/s or merchandise of the Campaign Gift. Any query and/or dispute on the usage of the Campaign Gift must be directed to, and resolved directly with the issuing merchant/s.

22. Campaign Gift brand/s or merchandise are not a participant in or sponsor of this Campaign. The brand/s logo and/or trademarks remains the intellectual property of the brand.

23. By accepting the Campaign Gift, the Successful Cardholder agrees to give Moneymax the discretion to publish their name and masked phone number in a list on all Moneymax's website, social media accounts and communication platforms.

General Campaign Terms and Conditions

24. The use of the Moneymax website and services constitutes the acceptance of the general [Terms and Conditions](#) and [Privacy Policy](#).

- a. For the avoidance of doubt, during the course of using Moneymax services, individuals that have registered their interest and/or have applied for a Product Provider product listed on Moneymax, are deemed to have given explicit consent to the collection, use and sharing of their personal data between Moneymax and Product Provider, for the purposes of the administration of this Campaign, including application status, card activation status, and other qualifying criteria.

25. Moneymax reserves the right to (at its own discretion) disqualify any participant and/or withhold or confiscate in full or part any Campaign Gift if:

- b. the participant is found to be participating in any form of fraudulent practices (including but not limited to false identities, doctoring images, wilful spamming or manipulation of any Moneymax's processes, or website).

26. In the event of disputes, Moneymax's decision shall be final, in concurrence with the Department of Trade and Industry (DTI).

27. Where a participant is participating in any form of unlawful and/or fraudulent activity, we reserve the right to report such activity or suspicions to the police or relevant authorities.



28. Final approval of any Eligible Credit Card is determined by the relevant banks in their absolute discretion and is subject to the Product Provider's credit and risk processing criteria. Participating in this Campaign does not guarantee the approval of any Credit Card. Moneymax does not guarantee the approval of any Eligible Credit Card.

29. The participants of this Campaign signifies their agreement to access the Moneymax website and/or social media at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which Moneymax may effect from time to time, in concurrence with DTI. Participants also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions.

30. The decisions of Moneymax and Product Provider in relation to every aspect of the Campaign, including but not limited to the definition of Successful Cardholders, shall be deemed final and conclusive under any circumstance and no further appeal, enquiry and/or correspondence will be entertained, in concurrence with DTI.

31. These Campaign terms and conditions are governed by and construed under the laws of the Philippines.

32. For any inquiries or complaints in relation to this Campaign, please contact Moneymax at:

Email: max@moneymax.ph

Phone: (02) 8236-6481

Moneymax's Privacy Policy

Our goal is to maintain your trust and confidence when handling personal information about you. The security of your personal information is our priority. We protect this information by maintaining procedural safeguards that meet the Philippines' DPA (Data Protection Act). We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive as well.

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