Terms and Conditions for Hong Kong Express Airway Limited ("**HK Express**") HK Express Insurance Insights Challenge ("**Campaign**")

HK Express reserves the right to modify, add or remove any terms of these Terms and Conditions at any time. Notification of these changes will be posted on HK Express' website and changes in these Terms and Conditions will be effective once notice of such changes has been posted. Each participant agrees to be bound by any revision of the Terms and Conditions.

The Terms and Conditions are written in English and may be translated into other languages. In the event of any inconsistency between the English version and a translated version, the English version shall prevail.

1. Eligibility

- A. The Campaign is applicable only to customers who purchase a HK Express Travel Insurance Comprehensive Plan ("Policy") along with a flight booking between 24 June 2025 at 5:00 PM and 7 July 2025 at 11:59 PM (Hong Kong time) ("Campaign Period") through the HK Express website or mobile app. The flight booking can be made before the Campaign Period, but the Policy must be purchased within the Campaign Period.
- B. Eligible Participants ("Participants") must complete all the questions on the Campaign Application form ("Application Form"), accessible via the Campaign page, and share a story of no more than 100 words in Chinese or 350 characters in English on the topic "What's one experience that made you grateful for having travel insurance?" ("Story") on or before 7 July 2025 11:59 PM (Hong Kong time). Any late submission will be considered invalid. The submission time will be based on the timestamp received by HK Express's server.
- C. Participants who engaged in fraudulent activities will be disqualified at the discretion of HK Express and will not be eligible for any prizes.
- D. Employees of HK Express and AXA who are involved in the set-up and/or operation of the Campaign are not eligible to participate in this Campaign.

2. Prizes

- A. The HK Express judging panel will select 20 winners based on the Stories submitted by the Participants and the result will be notified by email and the winner list will be announced in the comment section of the relevant Facebook/IG post on 14 July 2025 (Hong Kong time).
- **B.** The prize shall be a full rebate (up to a maximum of HKD5,000) of total booking amount, including (1) fare, (2) selected ancillary fees ("Ancillary Fees"), (3) fuel surcharges, and (4) taxes up to the time of purchasing insurance during flight initial booking, Manage My Booking or Online Check-in, BUT excludes paid insurance premium. The booking must remain valid at the time of rebating the prize.
- C. The rebate will be processed within 6 weeks after the winner announcement.
- D. If the form of payment includes Asia Miles or vouchers, the amount paid using miles and vouchers will not be rebated
- E. All times and dates referred to in these Terms and Conditions are in Hong Kong time.

3. Rules

- A. The Campaign will be held from 24 June 2025 at 5:00 PM to 7 July 2025 at 11:59 PM (Hong Kong time).
- B. To participate in this Campaign, Participants are required to, during the Campaign Period:
 - (a) fill out and submit the Participation Form at the Campaign website (Link) and;
 - (b) share a story of no more than 100 words in Chinese or 350 characters in English on the topic "What's one experience that made you grateful for having travel insurance?" ("Story") on or before 7 July 2025 11:59 PM (Hong Kong time).
- C. Each booking is allowed to make one entry only during the Campaign Period. HK Express reserves the right to reject any multiple entries for each booking. HK Express reserves the right to reject excessive and unfair entries, if any, at its sole discretion.
- D. To determine a Participant's eligibility for the Campaign, the date and time of the Application Form submission on HK Express' system record shall be final and no other evidence of submission shall be accepted. HK Express is not liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to entries, or entries lost or delayed, whether or not arising during operation or transmission, as a result of server functions, viruses, bugs or other causes outside its control.
- E. Participants should enter their complete personal particulars accurately. By taking part in this Campaign, each Participant hereby warrants that all information submitted is true, accurate and complete.
- F. Once the Application Form is submitted, Participants will not be allowed to change or amend any information therein including participants' names, PNR, Travel Dates, Travel Destination and Email Address and HK Express will not entertain such requests of enquiries, if any. All information collected by HK Express is based on the Application Forms submitted. HK Express reserves the right to revoke a prize given to a winner if any information provided is not true, accurate and valid.
- G. Participants' messages, comments, or any submitted materials, including but not limited to text, photos, audio, or videos, must not contain any illegal, defamatory, abusive, offensive, obscene, disturbing, privacy infringement, or discriminatory content based on race, religion, or gender. If a Participant's submission contains such content, HK Express reserves the right to reject such submission and retain the right to pursue legal action against the participant without further notice.

4. Announcement

- A. The 20 winners will be notified by email and the winner list will be announced in the comment section of the relevant Facebook/IG post on 14 July 2025 (Hong Kong time). The list will include the participant's last name, the initial(s) of their first name, and the first three characters of the booking reference number (PNR).
- B. If the rebate amount is not received by the winner within 6 weeks of the announcement, the winner shall contact the HK Express Customer Connect team for assistance. For contact details, please refer to: <u>Customer Care webpage</u>.
- C. HK Express will not be responsible for addressing any disputes or requests related to this Campaign, except for issues regarding receipt of rebate for the winners.

D. Transfer or resale of prizes to a third party is strictly prohibited. HK Express reserves its right to pursue claims against Participants who have violated this clause.

5. Liability

- A. During or in connection with this Campaign, if any registered data or winning notifications are lost, inaccurate, unidentifiable or damaged, HK Express shall not have any legal liability in respect of any Participant's disqualification or failure to retrieve a prize.
- B. Neither HK Express nor any of its directors, employees, agents or suppliers shall be liablefor any damage, loss, injury or disappointment suffered by any Participant or any other persons taking part in this Campaign or as a result of accepting any prizes. HK Express is not responsible for any event of force majeure; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers or computer equipment; any software failure of any email system or any entry failing to be received due to technical problems or traffic congestion on the Internet, telephone lines or on any website; or any combination thereof, including any injury or damage to the Participant's or any other person's computer related to or resulting from participating in this Campaign or downloading or browsing any materials from the Campaign Website.
- C. By participating in this Campaign, each Participant agrees that no claim shall be asserted against HK Express, its directors, officers, employees or agents relating to any and all losses or injuries (including special, indirect and consequential losses), damages, rights, claims and actions of any kind resulting from acceptance or use of any prizes, including, without limitation, personal injuries, death and property damage.

6. Ownership of content related to the Participants

- A. HK Express may require the Participants to take part in reasonable public relations activities and promotional events promoting HK Express' products.
- B. All media content created in relation to the Participants will be the property of HK Express. Content created related to the Participants will be used by HK Express on social media and otherwise at the discretion of HK Express for the purposes of promoting HK Express and/or this Campaign. Each Participant hereby agrees to allow HK Express to use his/her photo and relevant footage for printed collateral, online, and across other marketing and communications mediums, at HK Express' sole discretion and at no cost, for the benefit of HK Express. By participating in this Campaign, and upon any submission of any information or materials including (but not limited to) data, text, photographs, likeness, messages or user details, or any other material, each Participant grants to HK Express a non-exclusive, free of charge, perpetual, worldwide, irrevocable, and fully sub-licensable right to use, reproduce, copy, modify, adapt, communicate to the public, make available, publish, translate, create derivative works of, distribute, and display the same, and with waiver of all moral rights to the extent permitted by applicable laws.

7. Use of Personal Data

For the purpose of this Campaign, HK Express will collect various personal data from the Participants. Failure to provide personal data as requested will result in HK Express being unable to process or giveaway any applicable prizes. We may also use personal data to analyse the Participants' preferences and market trends and derive insights, which we may use to tailor the types of products and offers that we present, in accordance with the Personal Data (Privacy) Ordinance of Hong Kong and any applicable data privacy laws. Participants' personal information will only be used for promotional purposes with their consent, subject to HK Express' Privacy Policy and these Terms and Conditions. Personal data will be kept for no longer than is necessary for the purposes for which it is being processed. Each Participant confirms that he/she has read and fully understands the Privacy

Policy of HK Express and consents to HK Express' use (including any transfer) of their personal data for the purposes for which it is being processed.

For HK Express' Privacy Policy, please refer to: HK Express Customer Privacy Policy - HK Express.

8. General

- A. This Campaign and these Terms and Conditions shall be governed by the laws of Hong Kong, and the Hong Kong courts shall have exclusive jurisdiction to deal with all matters relating to this Campaign and these Terms and Conditions.
- B. No person other than the Participants and HK Express 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.
- C. The invalidity, illegality or unenforceability of any sole provision in these Terms and Conditions shall not affect the remaining provisions of these Terms and Conditions, which shall persist in full effect.
- D. HK Express has the sole and absolute discretion in, according to these Terms and Conditions, determining a person's eligibility to participate in this Campaign and/or receive any prizes.
- E. HK Express is entitled to disqualify any Participant who breaches these Terms and Conditions.
- F. HK Express is entitled to disqualify any Participant who breaches these Terms and Conditions.
- G. In the event of any dispute arising from or in connection with this Campaign, the decision of HK Express shall be final and conclusive.
- H. Selected Ancillary Fees include checked baggage, seat selection, pre-order meal, U-First, pre-order travel data SIM card, special baggage/sports equipment), infant fee, SMS itinerary fee, carbon offset fee.

HK Express Travel Insurance is underwritten by AXA General Insurance Hong Kong Limited ("AXA"). Hong Kong Express Airways Limited (License No.: FA2201) is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distributing the product in the Hong Kong SAR.