

馬莎「萬聖節 Snap & Win有獎遊戲」- 條款及細則

「萬聖節 Snap & Win有獎遊戲」(「有獎遊戲」) 由ALF Retail Hong Kong Limited (「馬莎」)舉辦，並開放予所有在2025年10月29日年滿18歲的香港特別行政區居民(以身份證／護照上的出生日期為準)參加。是次活動不含任何購物元素。

1.任何參加者參加是次活動，即表示已經同意並接受本條款及細則約束。本公司在活動期間提出的所有規則、規管及指引，都會納入此條款及細則內。

2. M&S Facebook專頁參加程序：每名參加者必需：

(1) 追蹤M&S HK Facebook專頁- <https://www.facebook.com/MarksandSpencerHongKong> 並讚好Facebook有獎遊戲貼文

(2) 於10月29至31日到 M&S 般咸道食品專門店、西貢食品專門店、中環中匯大廈食品部或太古城中心食品部以萬聖節拍照相框拍照，標註 @MarksandSpencerHongKong 及 #MandSFood，上載到個人帳戶Facebook Story 限時動態，再截圖及發送至M&S HK Facebook專頁Inbox

(3) 於Facebook有獎遊戲貼文留言分享您每次入M&S都必買的「心頭好」及原因，及標註1位朋友

3. M&S Instagram專頁參加程序：每名參加者必需：

(1) 追蹤M&S HK Instagram專頁- <https://www.instagram.com/marksandspencerhk/> 並讚好有獎遊戲帖子

(2) 於10月29至31日到 M&S 般咸道食品專門店、西貢食品專門店、中環中匯大廈食品部或太古城中心食品部與萬聖節拍照相框影相，標註 @marksandspencerhk 及 #MandSFood，上載到個人帳戶 Instagram Story 限時動態，再截圖及發送至M&S HK Instagram專頁Inbox

(3) 於Instagram有獎遊戲貼文留言分享您每次入M&S都必買的「心頭好」及原因，及標註1位朋友

4. 有獎遊戲時期(“時期”)將於**2025年10月29日**上午8:00(“開始日期”)開始，並於**2025年10月31日**晚上11:59(“結束日期”)香港時間結束。

5. 每個 Facebook / Instagram 帳戶只限參加一次，每人只可贏取獎品一次。參加者須設定帳戶為公開。馬莎將從M&S Facebook 及Instagram專頁的答案各挑選完成拍照活動及最有創意的3個帳戶為勝出者，合共有6位勝出者。每位勝出者將贏得M&S 價值HK\$500購物禮券，並須於指定M&S分店領取。

6. 活動時間以主辦單位的電腦時間為準。於活動期內呈交的參加作品方合符參加資格。任何逾時呈交或經其他未在此提及的方式呈交的參加作品，將視為不合符參加資格。任何關於遺失或延誤呈交的投訴，將不獲受理。

7. 勝出名單將通過馬莎Facebook 及Instagram的有獎遊戲貼文於**2025年11月7日**或之前宣布，獎品的領獎安排將透過Facebook 及Instagram Inbox發出得獎通知，勝出者需於指定日期內回覆並提供個人資料包括(1)身分證／護照上的全名，(2)聯絡號碼作領獎之用。如果在此期間沒有回覆訊息，則由馬莎自行決定處理。

8. 勝出者須出示身份證/護照及得獎通知並親身領取獎品。勝出者如需委託代理人代領獎品，須向中獎者提供並出示授權委託書，說明勝出者授權代理人代其領取獎品，並由勝出者本人簽名確認授權。馬莎保留拒絕任何不遵守所述流程的領獎權利。
9. 所有獎品必須於收到馬莎得獎通知後十一(11)個工作日內兌換。如果在此期間無人認領任何獎品，將由馬莎自行決定處理。
10. 每位參加者參加是次活動，即表示已經同意並接受透過電子方式與馬莎聯繫。馬莎可發送訊息至參加者的社交媒體帳戶。每位參加者均同意接收由馬莎以電子方式發送有關此活動的同意書、資訊、相關資料及其他訊息。
11. 一經參加，即代表每位參加者表示及保證 (i) 其參加作品屬原創及未被出版；(ii) 他/她作為其參加作品之唯一版權持有人及依此擁有所有及不受限制的權利，並授權及轉移馬莎擁有相同之權利及不需承擔任何索償或產權責任；(iii) 參加作品不可涉及任何侵犯知識產權、私隱、出版、或第三方權益及責任事宜；(iv) 其參加作品不可含有任何馬莎認為虛假、誤導、色情、誹謗、毀損、猥褻、不雅、性愛、仇恨、政治、種族主義、宗教、褻瀆、騷擾、恐嚇、或非法、攻擊、令人反感的內容；及 (v) 其參加作品不涉及籌募資金、或包含病毒、木馬、蠕蟲、定時炸彈或其他電腦程式損害此活動網頁或其他相關網頁的運作及功能。如有違反，馬莎將保留撤銷其參加作品及取消其參加資格的權利。如有必要，會向相關機構報告其違規行為。
12. 每位參加者必須同意馬莎就此有獎遊戲舉辦的市場拓展活動、推廣計劃及/或宣傳活動，並同意馬莎於推廣及宣傳此活動、馬莎品牌及產品時，使用及/或在任何媒體公開其姓名、語音、相片、肖像或相關個人資料(包括與有獎遊戲相關的照片及/或錄影/錄音紀錄，其中包識辨個人身份的資料)。每位參加者可以拒絕參與或允許相關安排，但即表示放棄其參加資格。為免生疑問，每位參加者同意及授權馬莎出版、宣傳、複印、複製、發送、展示、編輯、使用、修改、二次創作及/或發佈或使用其參加作品(或其中任何部份，包括加入馬莎品牌、商標、名稱、標記，及/或產品圖像)：(i) 與有獎遊戲、馬莎品牌及/或馬莎產品關聯(包括以供推廣及宣傳之用)；(ii) 以任何已知或往後開發的方式、形式或媒體(包括但不限於線上平台，例如Facebook、YouTube、Twitter及Instagram)及適用於全球任何地方；(iii) 由馬莎自行決定；及(iv) 免版權稅及毋須獲得進一步允許。每位參加者在此不能撤回地授予馬莎對上述所有准許及棄權聲明，並同意毋須對v者作任何賠償或負上任何法律責任。
13. 每位參加者允許及同意馬莎公開其參加作品，並予公眾檢閱(不限任何方式及形式)及評論，並明白有關是次活動之評論及評分或會不同意或引起不悅情況。
14. 作品一經提交，即表示每位參加者放棄對其參加作品不受干擾的權利。如發現參加者以空號或假帳戶、外掛程式或其他非正式途徑參加此活動，或以任何程 式擾亂、操控活動，或並未遵守本條款及細則，馬莎保留取消任何人士的參加資格及/或有獎遊戲結果的權利，而不作另行通知。
15. 馬莎對更改或替換為價值相若之獎品保留一切權利。獎品不可兌換現金或其他物品，亦不可轉讓。
16. 對於由此活動而生或與此條款及細則詮釋有關的任何爭議，馬莎保留一切之最終決定權，並對雙方皆有約束力。任何相應、提請或進一步的申索將不獲受理。
17. 如有獎遊戲活動受任何形式或不可抗力之原因干擾而無法執行時，馬莎保留隨時暫停、終止或取消有獎遊戲的權利，任何人士及馬莎毋須為此而支付任何費用及作任何形式(包括現金、信用額或實物)的賠償。
18. 馬莎不確保其網絡服務之可用性，如參加者因任何網絡系統服務的干擾、延誤及事故而對參加活動造成影響不予負責。

19. 獎品將按原有狀態提供。馬莎對傳遞任何得獎者的獎品概不負上任何責任或義務。在適用法律允許的最大範圍內，馬莎明確豁免任何明示或隱含的保證及聲明，包括但不限於任何有關獎品之可用性、品質滿意度、商用性或符合特定目的；及為其生產商、分銷商及／或服務提供者提出的聲稱為準確及獎品符合得獎者的要求，或任何獎品會運送或轉移至得獎者手中。

在適用法律允許的最大範圍內，馬莎（包括其人員、僱員及代理廣告公司）排除所有責任（包括疏忽責任），對任何人身傷害；任何損失或損毀（包括機會損失）；不論直接地、間接地、特別地或相應地因活動而生的，包括但不限於從以下情況所引起的：(i) 或設備失靈（不論是否受本公司管理）；(ii) 任何竊取、未經授權的存取或第三方之干擾；(iii) 任何在馬莎的合理控制範圍外而導致延遲、喪失、更改、損毀或錯誤導向的報名申請、申索或獎品（不論馬莎有否收到）；(iv) 獎品價值與本條款及細則上的任何差異；(v) 參加者涉及的任何稅務責任；或 (vi) 獎品的使用。附加條款及細則適用於相關獎品，得獎者同意遵守所有適用於獎品的條款及細則。

20. 馬莎因籌辦此活動而收集之參加者個人資料，均有可能根據本公司的私隱政策 (<https://www.marksandspencer.hk/en/privacy>) 使用、處理及／或披露這些資料（包括海外第三方機構）。每位參加者均同意對他／她的個人資料作收集、使用、處理及披露行為，並聲明及保證其提供的所有資料在所有方面均屬真實及準確。參加活動之有效性以提供以上資料為依據。每位參加者同意本公司可能，在合理的時間範圍內，除非另有註明，使用此資料作推廣、營銷、宣傳、調查及特徵分析用途，包括發放電子訊息或致電參加者。

21. 馬莎及其服務供應商的員工及其直系親屬、及與是此活動相關的任何人士均不得參與是次有獎遊戲活動，以示公允。馬莎有權自行決定參加者的參加資格。

22. 在適用法律允許的最大範圍內，每位參加者必需同意及確保不會損害馬莎。因參加、違反條款及細則及／或參與此活動而對馬莎所造成的任何損害作賠償，包括申索、損毀、責任、成本、支出（包括法律事務費用作保障基礎）及所有由任何第三方的版權、專利、註冊商標、或有關知識產權的權益、或其他權益。

23. 除非本文另行明確規定，每位參加者應自行承擔他／她參與此活動導致及／或引起的費用及支出，並不可向馬莎報銷款項。

24. 未經馬莎書面同意，每位參加者均不可以公開（包括但不限於在線上平台及社交媒體）他／她獲發或接觸到與有獎遊戲相關的機密資料，或經出版社或任何媒體講述或受訪或評論此有獎遊戲。

25. 作為有獎遊戲的條件，在馬莎的要求下，勝出者需簽署一份獨立的書面協議，列出所有適用的條款和細則，包括但不限於任何保密協務和知識產權。

26. 參加者同意此條款與細則均根據並遵守香港特別行政區法律而定。馬莎及參加者均應遵守香港特別行政區法院的非專屬管轄權。

27. 若本條款及細則的中英文版本存有任何歧義，一概以英文版本為準。

Marks & Spencer "Halloween Snap & Win" ("Game") Terms and Conditions

Marks & Spencer "Halloween Snap & Win" ("game") is organised by ALF Retail Hong Kong Limited ("Marks & Spencer") and is open to participants who are residents of Hong Kong, and aged 18 years and above as stated on their identity card/passport (as of 29th October 2025). No purchase is required.

1. By participating in this game, each participant agrees to be bound by these Terms and Conditions. All rules and regulations and instructions issued by Marks & Spencer from time to time will be deemed incorporated in these Terms and Conditions. Marks & Spencer reserves the right to amend the Terms and Conditions of the game at any time, without prior notice.

2. To participate in the Facebook game, participants must:

(1) Follow Marks & Spencer's Hong Kong Facebook page at

<https://www.facebook.com/MarksandSpencerHongKong> and like the game post

(2) From 29 - 31 Oct, take a photo with the photo frame inside M&S Bonham Road Food Store, Sai Kung Food Store, Central Tower Food Hall, or Cityplaza Food Hall, then tag @MarksandSpencerHongKong and #MandSFood, upload it to personal account's Facebook Story, screenshot the story and send to Marks & Spencer's Hong Kong Facebook Inbox

(3) Share the must-buy M&S favourite item and the reason, then tag one friend at the comment session of the Facebook game post

3. To participate in the Instagram game, participants must:

(1) Follow Marks & Spencer's Hong Kong Instagram page at

<https://www.instagram.com/marksandspencerhk/> and like the game post

(2) From 29 - 31 Oct, take a photo with the photo frame inside M&S Bonham Road Food Store, Sai Kung Food Store, Central Tower Food Hall, or Cityplaza Food Hall, then tag @marksandspencerhk and #MandSFood, upload it to personal account's Instagram Story, screenshot the story and send to Marks & Spencer's Hong Kong Instagram Inbox

(3) Share the must-buy M&S favourite and the reason, then tag one friend at the comment session of the Instagram game post

4. The game period ("Game Period") will commence on **29th October 2025, 8:00am** ("Game Start Date") and close on **31st October 2025, 11:59pm** ("Game End Date"), Hong Kong Time.

5. Each Facebook / Instagram account is limited to one entry, and each participant can only win a prize only once. Marks & Spencer will pick the most creative comments from the entries that fulfill the above photo taking requirements. 3 winners will be picked from Marks & Spencer's Facebook page and another 3 from Marks & Spencer's Instagram page, with 6 winners in total. Each winner will receive a Marks & Spencer Gift Voucher worth HK\$500 and must be collected in person at a designated M&S store.

6. Entries will only qualify for the game if posted within the Game Period (inclusive of the Game Start Date and Game End Date). Entries submitted after the specified closing date(s) and time(s), or submitted through any other means other than specified, will not be eligible for the game. Any complaints on missing and/or delayed submissions shall not be entertained.

7. The winner list will be announced on or before **7th November 2025** on the Marks & Spencer's Facebook and Instagram game post. Winners will be contacted via their Facebook or Instagram Direct Message with a winner notification. Winners will be asked to provide information such as (1) Full Name as per identity card/ passport and (2) Contact Number through Facebook or Instagram Direct Message and have to respond within the designated period. Marks & Spencer will then respond with instructions

on the collection of prizes. If there is no reply to the message during this period, it will be dealt with at Marks & Spencer's sole discretion.

8. For verification purposes, the winners will be required to present their identity card/ passport and winner notification to redeem the prize in person. If the winners require a proxy to collect the prize on his/her behalf, an authorisation letter, stating the winners' authorisation for the proxy to redeem the prize on his/her behalf, duly signed by the winners, must be provided and presented by the proxy. Marks & Spencer reserves the right to reject any redemption that does not adhere to the process stated herein.

9. All prizes must be redeemed within eleven (11) working days of Marks & Spencer's notification. In the event, any prize is unclaimed within such a period, it will be dealt with at Marks & Spencer's sole discretion.

10. By participating in the game, each participant is communicating with Marks & Spencer electronically. By doing so, each participant agrees to receive communications from Marks & Spencer electronically. Marks & Spencer will communicate by Facebook Direct Message, Instagram Direct Message or posting notices in such other manner specified herein. Each participant consents to receive electronically all agreements, notices, disclosures and other communications that Marks & Spencer provides in relation to the game.

11. Each participant represents and warrants that (i) his/her Entry is original and has not been previously published, he/she possesses the exclusive rights to his/her Entry submitted hereunder and has the full and unrestricted right to transfer the same to Marks & Spencer free and clear of any claims or encumbrances, and that the Entry shall not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability; and (ii) his/her Entry does not contain anything that may be deemed by Marks & Spencer to be inaccurate, misleading, pornographic, offensive, libellous, defamatory, obscene, indecent, sexually explicit, hateful, political, racist, religious, blasphemous, harassing or threatening or otherwise illegal, offensive or objectionable. Each participant shall not submit or publish an Entry(ies) that solicits funds or includes programs that contain viruses, Trojan horses, worms, time bombs or any other programmes designed to impair the operation and functionality of the game website or websites linked to the game website. Marks & Spencer reserves the right to moderate the Entries. Marks & Spencer also reserves the right to remove and disqualify any Entry in breach of these Terms and Conditions and to report such violations to the authorities if deemed necessary.

12. Each participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to the game; agrees for Marks & Spencer to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this game and/or Marks & Spencer products; and grants to Marks & Spencer all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/ video recordings taken in respect of the game. Each participant agrees that Marks & Spencer shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Facebook profile photo and details) and/or the Entries (or any part thereof, including to add Marks & Spencer branding at Marks & Spencer's sole discretion): (i) in connection with this game and/or Marks & Spencer products; (ii) for the promotion and publicity of this game and/or Marks & Spencer products; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook, YouTube, Twitter and Instagram; (iv) at Marks & Spencer's sole direction; and (v) royalty-free and without any obligation of attribution or consent. For the

avoidance of doubt, Marks & Spencer expressly reserves the right to adapt, edit and/or modify each Entry to include any logo, branding, name, mark, product image in respect of any Entry or such derivative work thereof, for any promotional or marketing purposes of Marks & Spencer branding and/or products. Each participant hereby irrevocably grants to Marks & Spencer all consents and waivers necessary in connection with the above.

13. Each participant consents and agrees that his/her Entry may be made available by Marks & Spencer for viewing (in any manner and format) and commenting on by the public, and that comments or ratings that he/she disagrees with or is unhappy about may be published or otherwise become associated with Entry.

14. Marks & Spencer reserves the right to disqualify any participant suspected of fraud, or if Marks & Spencer believes that participant's entry and/or results have been manipulated in any way by machines or computers.

15. Marks & Spencer reserves the right to change or substitute the prize to other prize(s) of a comparable or other value if deemed fit. Prizes are not exchangeable for cash.

16. In the event of any dispute arising from the game or relating to the interpretation of these Terms and Conditions, the decision of Marks & Spencer on all matters pertaining to the game shall be final and binding on all parties. No correspondence or further claims shall be entertained.

17. If this game is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond Marks & Spencer's control, Marks & Spencer reserves the right in its sole discretion, to the fullest extent permitted by law: (i) to disqualify any participant; or (ii) to modify, suspend, terminate or cancel the game, as appropriate.

18. Marks & Spencer makes no guarantee of the availability of Facebook, Instagram or their web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the game.

19. Marks & Spencer does not undertake any responsibility or obligation to ensure that any prize will be delivered, by the sponsors or otherwise, to any prize winner. To the fullest extent permissible under applicable law, Marks & Spencer disclaims all warranties and representations of any kind, express or implied, including any representation that any prize shall be delivered or transferred to the winner(s). Except for any liability that cannot be excluded by law, Marks & Spencer (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the game, including, but not limited to, where arising out of the following: (i) any technical difficulties or equipment malfunction (whether or not under Marks & Spencer's control); (ii) any theft, unauthorised access or third party interference; (iii) any Entry, claim or prize(s) that is late, lost, altered, damaged or misdirected (whether or not after receipt by Marks & Spencer) due to any reason beyond the reasonable control of Marks & Spencer; (iv) any variation to the prize(s) value to that stated in these Terms & Conditions; (v) any tax liability incurred by a participant; or (vi) use of the prize(s).

20. Marks & Spencer collects participants' personal information in order to conduct the game, and may for this purpose, use, process and/or disclose (including to third parties overseas) such personal information in accordance with these Terms and Conditions and the Marks & Spencer Privacy Policy (<https://www.marksandspencer.hk/en/privacy>). Each participant consents to such collection, use, processing and disclosure of his/her personal information, and represents and warrants that all information

provided is true and accurate in all respects. Validity of an Entry is conditional on providing this information. Each participant agrees that Marks & Spencer may, for a reasonable period of time, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participant(s).

21. Employees of Marks & Spencer, their respective families, households or anyone professionally connected with this game (in Marks & Spencer's opinion), are not eligible to enter this game.

22. Each participant agrees to indemnify and hold Marks & Spencer harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third-party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and Conditions and/or arising out of or in connection with the game.

23. Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the game, and no reimbursement may be sought from Marks & Spencer.

24. Each participant shall not, without the prior written approval of Marks & Spencer, speak to the press or any other media, or give any interviews or comments relating to the game.

25. As a condition of the game, where required by Marks & Spencer, the winner(s) shall enter into a separate agreement in writing setting out all other applicable terms and conditions, including without limitation any confidentiality obligations and intellectual property ownership rights.

26. These Terms and Conditions shall be governed and construed in accordance with the laws of Hong Kong, and each participant irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.