

創興「銀聯賀禮卡」條款及細則

創興「銀聯賀禮卡」的使用須受本條款及細則規限：

1. 釋義

- 1.1 除非另作說明，下列詞彙應具以下涵義：
「賬戶」指由銀行維持的每張已簽發賀禮卡的賬戶。
「自動櫃員機」指由銀行或電子櫃員卡(「ETC」)或中國銀聯(「銀聯」)的任何其他成員所裝設的任何自動櫃員機或銀行不時認可的任何其他終端機，以處理電子付款或轉賬，不論在香港境內或境外。
「銀行」指創興銀行有限公司、其繼承人及受讓人。
「持卡人」指為了任何交易而已購買或已使用或擬使用賀禮卡的人士。
「賀禮卡」指由銀行簽發的「銀聯賀禮卡」，附有銀行不時指定的標記及特點。
「商戶」指任何交易中的任何賣方。
「私人密碼」指由銀行編配並由客戶使用的私人密碼，以認證客戶取用賬戶及為了進行交易。
「補發新卡」指銀行依據第9條簽發的新賀禮卡以替代原本故障的賀禮卡。
「交易」指在銀行不時認可的銷售點終端機，使用賀禮卡以支付任何貨品或服務的費用。
- 1.2 除非文意另有所指，單數包括眾數，反之亦然，而表示一個性別的字詞包括每一個性別。

2. 賀禮卡

- 2.1 賀禮卡是一張已預先付款儲值及用完即棄的產品，於向銀行購買時必須預先存入一筆銀行預設的儲值金額。為免生疑問，銀行保留權利，在任何時間，毋須另作通知，單獨酌情決定，不時變更任何最少及/或最高預設儲值金額。
- 2.2 私人密碼在銀行任何分行購買賀禮卡時分發。
- 2.3 銀行保留權利，單獨酌情決定不向某人士簽發賀禮卡，毋須給予任何理由，亦毋須負上責任。
- 2.4 賀禮卡的指定簽署欄一經簽署，賀禮卡即不可轉讓、不可再次儲值及不可退款。
- 2.5 銀行將按照銀行的有關交易記錄，在賬戶內扣減結餘，及根據本條款及細則，持卡人所須支付的任何其他款項、費用、收費及開支。如屬以港幣以外的貨幣藉使用賀禮卡所進行的任何交易，有關外幣金額將按照由「銀聯」決定匯率兌換成港幣，之後從賬戶中扣除該等港幣。
- 2.6 銀行毋須就賬戶中的結餘支付任何利息，而賬戶並不構成在銀行的存款。

3. 費用

- 3.1 於購買每一賀禮卡時須支付不可退還手續費。
- 3.2 根據第3.1條的現行收費均在宣傳材料中列出。銀行保留權利，按照第10.1條，不時單獨酌情決定更改費用的款額並且徵收任何收費。新的費用及收費的詳情均張貼在銀行所有本地分行的銀行大堂及/或網站，亦可應要求提供。

4. 使用賀禮卡

- 4.1 持卡人必須年滿16歲或以上。
- 4.2 持卡人在使用賀禮卡前必須在其指定簽署欄簽署。

- 4.3 持卡人應輸入私人密碼以認證任何交易。
- 4.4 賀禮卡可在貼有「銀聯」標誌或銀行不時認可的任何其他網絡標誌的商戶，或者接受以賀禮卡付款的任何商戶為任何交易而使用。
- 4.5 持卡人在使用賀禮卡進行任何交易之前，應確保在賬戶內有足夠存款。如果賀禮卡的結餘儲值金額不足以支付商戶所要求的交易總額，交易付款將被拒絕。
- 4.6 銀行應有權不時在毋須給予持卡人任何事先通知的情況下，根據須藉使用賀禮卡進行交易的金額、數量或貨幣設定每日整體限制及/或個別交易限額及/或有關於使用賀禮卡的其他限制。
- 4.7 不獲准作任何賬戶透支。
- 4.8 賀禮卡適用於在銀行不時認可的任何銷售點終端機進行的交易，但不包括以人手壓印收據所進行者，或者關於郵購、電話訂購、自動轉賬、網上賬單繳費或購物、賭場或郵輪的簽賬。在不影響上述條文的前提下，如以賀禮卡處理付款的該等不適用交易其後獲銀行批准，持卡人應就該等交易付款並負上法律責任。
- 4.9 當賀禮卡的儲值已全數耗用或賀禮卡已耗損或已到了賀禮卡上所列印的指定屆滿日期，賀禮卡將告自動作廢及失去價值，持卡人可將賀禮卡留作收藏紀念或把其剪毀後棄置，無需將賀禮卡交還銀行。**
- 4.10 任何款項一經在銀行發卡時被存入賀禮卡即構成賀禮卡的預定金額，該預定金額為不可撤銷，亦不准退款或變更。
- 4.11 如果貼有相關標誌的終端機營辦商不接受賀禮卡，銀行概不負責。終端機營辦商可就某宗交易徵收額外費用，毋須事先通知持卡人。**
- 4.12 銀行不須為任何商戶不接受賀禮卡而引起的任何損失、損害、申索或行動負上責任。關於任何交易的任何爭議應由持卡人與商戶之間直接解決或達成和解，在任何情況下銀行將毋須就任何上述爭議、交易、或與此有關的貨物或服務負上責任。
- 4.13 持卡人必須就使用賀禮卡遵守所有適用法律及規例，包括但不限於任何反清洗黑錢及反恐怖分子籌資活動法例和規則以及任何外匯管制。
- 4.14 賀禮卡不可用於任何非法或不道德用途，包括但不限於非法賭博，銀行保留絕對權利，單獨酌情決定拒絕為銀行按其絕對決定認為是非法/不道德交易、懷疑或相信是非法/不道德的任何交易兌現或處理付款。

5. 私人密碼

- 5.1 持卡人在記下私人密碼後，應將該印有私人密碼的正本文件及任何其他副本予以銷毀。持卡人在任何情況下，均不應將私人密碼寫在賀禮卡上或任何其他經常與賀禮卡放在一起或放在賀禮卡附近的物件上。若持卡人以任何方式寫下或記錄私人密碼，則應時刻加以掩藏。
- 5.2 私人密碼屬個別賀禮卡所獨有。賀禮卡的私人密碼只會產生及簽發一次。在任何情況下，銀行均不會為一張賀禮卡再簽發私人密碼或產生新的私人密碼。

6. 屆滿日期

- 6.1 賀禮卡的有效限期最短為其簽發日期起計6個月，但在任何情況下，不得超越印在其卡面上所列印的屆滿日期。在屆滿日期後，賀禮卡的任何未用儲值將自動被銀行取消及沒收，並在任何情況下均不獲退款/轉換或轉移。

7. 查詢可用結餘

- 7.1 雖然在透過任何電子方式交易時持卡人可收到其賀禮卡

所被扣除的金額，持卡人仍然可於銀行在香港的任何分行或致電銀行的電話銀行服務熱線3768 8818或以銀行不時通知的其他方式，查詢其賀禮卡可用結餘。除在持卡人特別要求並支付銀行的手續費的情況下，銀行將不會為賀禮卡發出結賬單或任何文件及/或交易詳情的證明。

- 7.2 在持卡人遵守銀行不時全權酌情決定給予或不給予事先通知所規定之步驟及條款之前提下，持卡人可透過使用銀行網站所提供之服務查詢持卡人賀禮卡賬戶結餘(「賀禮卡網上查詢」)。持卡人須自行負責將其賀禮卡的資料保密，並同意受銀行全權酌情所指定之條款(包括但不限於銀行賬戶章則中關於銀行網上銀行服務)約束。銀行有權並且持卡人同意銀行可在任何在賀禮卡網上查詢時，在銀行收到賀禮卡號碼及其到期日時(及/或其他銀行不時要求的資料)，銀行披露賀禮卡的資料。
- 7.3 持卡人同意及確認由賀禮卡網上查詢所提供之所有資料將僅供參考之用，若賀禮卡網上查詢與銀行內部有關紀錄有差異，將以銀行內部有關紀錄為最終定論(除非有重大錯誤及持卡人證明並令銀行接受者則作別論)。銀行或任何資訊或服務供應商概不保證、陳述或擔保任何賀禮卡網上查詢及其內容之準確性、可靠性、充份性、適時性及完整性或任何賀禮卡網上查詢之內容是否適合作任何用途。銀行及所有該等資訊或服務供應商明文表示概不承擔因倚賴任何賀禮卡網上查詢而引致或與之相關之一切責任。
- 7.4 銀行不會就第三者資訊供應商所提供之任何賀禮卡網上查詢或其內容背書或表達任何評論，銀行亦不會就賀禮卡網上查詢或其提供之內容承擔任何查對或核實之任何職責。
- 7.5 持卡人承認，所有賀禮卡網上查詢之設計、系統、框架和佈局之內容均屬銀行及有關資訊供應商之商業秘密、機密及所有權財產。持卡人繼而承認，該等內容須受銀行或任何第三者之版權及/或其他知識產權之規限。持卡人同意與該內容有關之一切權利、利益、所有權及權益，以及任何有關之版權、專利權、商標、服務標誌、所有權財產、商業秘密及獨家作品，均屬並且應將持續屬銀行及有關資訊供應商之專有財產。
- 7.6 除特定用作登入賀禮卡網上查詢或就其賀禮卡作查詢外，持卡人將不會將賀禮卡網上查詢、賀禮卡網上查詢相關資料或銀行網站(全部或部份)用於任何其他用途(不論合法或不合法)。
- 7.7 在不影響其他一般性條文的情況下，有關賀禮卡網上查詢及/或銀行網站之有關條款及細則將與銀行的網上銀行服務相關之章則之條文(可在銀行不時通知下被修改或互補)一併及互補閱讀及詮釋，並構成本條款及細則之部份。
- 7.8 除因銀行的疏忽或欺詐行為而引致之損失，持卡人或任何人士若在下述情況下使用賀禮卡網上查詢及/或使用當中提供的資料而蒙受任何損失或虧損，銀行均無須負上任何責任：
 - (a) 因銀行未能提供、暫停、取消或終止提供任何或所有有關賀禮卡網上查詢或交易其中之任何服務(儘管任何原因所導致)；
 - (b) 任何賀禮卡賬戶之交易或服務遭受取消或暫停，或無法或延誤執行或記錄任何交易指示或，因任何非銀行能控制之情況或事情，不論直接或間接，無法或延誤履行本條文之任何責任；
 - (c) 任何通訊網絡失靈或延誤、提供資訊或服務之任何第三者之行為或遺漏、機械故障、電力故障、失靈、操作故障、設備、安裝設施不足；及/或

(d) 因銀行網站或系統或其裝備上，有任何機械或電子設備失靈、電力故障或其他失誤或不足；或錯誤執行任何交易或指示；或因延誤執行交易或指示引致或令持卡人蒙受任何損失(包括利潤或任何經濟上之損失)、支出或虧損。

7.9 銀行不作任何以下保證：

- (a) 與持卡人使用賀禮卡網上查詢及/或銀行之網站有關而提供之任何服務不會出錯、被中途攔截；及/或
- (b) 任何與賀禮卡網上查詢有關而提供的資料或任何與賀禮卡網上查詢及/或銀行網站有關所提供、使用或被訪問的資料不會有病毒、妨礙運作之設計或其他污染物。

7.10 當使用賀禮卡網上查詢及/或銀行之網站時，持卡人或會向銀行提供若干持卡人個人資料(其定義見《個人資料(私隱)條例》)及其他機密資料(統稱「總資料」)。透過進入或使用賀禮卡網上查詢及/或銀行網站，持卡人同意銀行依據在網站所刊登之「依據個人資料(私隱)條例致客戶及其他人士通知書(收集個人資料聲明)」 「該通知」(銀行會不時作出修訂)取得及使用總資料。

8. 賀禮卡的遺失或失竊

8.1 賀禮卡為不記名並具類似現金的性質，管有賀禮卡即代表擁有該卡。純粹實物管有賀禮卡，即屬持有人對該卡的擁有權及聲稱其為有效持卡人的充份及不可推翻的證明。在賀禮卡被遺失或盜竊的情況下，任何補發/重發新卡或者退回/轉移賀禮卡的剩餘儲值或者取消賀禮卡的要求或申請均不獲受理。

8.2 若遺失或泄露私人密碼或如果持卡人不記得私人密碼，任何重發私人密碼或發出新的私人密碼的要求均不獲受理。

9. 補發新卡

9.1 只有在賀禮卡發生非因持卡人的錯失而引致操作失靈的情況下方會獲補發新卡，但該損壞賀禮卡須在其屆滿日期前被退回予銀行作取消之用。銀行將免費簽發補發新卡或持卡人可選擇取消賀禮卡並取得未用儲值的退款。

9.2 銀行不會補發新卡以替代任何已被損毀的賀禮卡，不論損毀的原因，但如屬非因持卡人的錯失所致操作失靈而引致者則除外。

9.3 補發新卡將存有被替代損壞賀禮卡的結餘儲值金額，銀行只在銀行的交易完成並完成計算結餘儲值金額後方會補發新卡，補發新卡將具原本賀禮卡的相同屆滿日期。

9.4 要求補發新卡的持卡人應親身前往銀行任何一間指定分行辦理申請手續及領取補發新卡及新的私人密碼。

9.5 在受制於第9.1條的前提下，銀行保留單獨酌情權利決定是否補發新卡及為此徵收任何費用。銀行的決定應屬最終的。

10. 修定及增添

10.1 銀行保留權利，可單獨酌情決定以不少於30日的通知不時修改或補充本條款及細則或費用及收費的徵收。

10.2 如持卡人不同意本條款及細則的任何重大修訂，持卡人應有權在第10.1條所提述的30日期間內取消賀禮卡並取得未用儲值的退款，但持卡人須隨即及於賀禮卡屆滿日期之前退回賀禮卡予銀行。

11. 終止

11.1 銀行保留權利單獨酌情終止使用任何賀禮卡及/或任何已提供的服務或不批准/不接納任何交易，而毋須給予任何事先通知或理由。在銀行作出上述終止後，賀禮卡應按銀行要求隨即及於其到期日之前歸還予銀行而未用的儲值價值可獲退。

12. 退款

- 12.1 在受制於第8.1條、第9.1條、第10.2條及第11.1條的前提下，銀行保留其絕對權利，並在銀行的交易完成並完成計算結餘儲值金額後退回賀禮卡的剩餘儲值金額，但持卡人須隨即及於賀禮卡屆滿日期之前交回其賀禮卡。

13. 法律責任

- 13.1 銀行不須為任何性質或於任何情況下就賀禮卡、賀禮卡的使用或任何交易引致的任何損失或損害對持卡人、商戶或任何人士負責，但因銀行的疏忽、欺詐或故意失責直接導致者則除外。
- 13.2 若遺失或被盜用賀禮卡或私人密碼或若持卡人發覺有第三者知道私人密碼，持卡人須在合理切實可行範圍內盡快通知銀行。在銀行收到該通知之前，透過或藉著使用賀禮卡所進行的一切交易對持卡人具決定性的約束力。在受第13.3條的規範下，對於透過銀行的24小時失卡熱線(電話3768 8811)或銀行不時以在銀行的香港分行或在銀行網站上展示通告的方式或以適用的其他方式所指定的其他電話號碼，收到有關遺失或被盜用賀禮卡或洩露持卡人私人密碼的適當通知之後所進行的任何未經授權交易，持卡人將不需負上法律責任。遺失或被盜用賀禮卡或洩露私人密碼的任何通知須以書面確認。
- 13.3 儘管有第13.2條的規定，若持卡人曾作出以下各項，則持卡人須就使用賀禮卡的一切損失及損害獨自負上法律責任：
(a)以欺詐手段或疏忽行事，(b)在發現遺失或被盜用賀禮卡或向未經授權人士洩露私人密碼之後，未能在合理切實可行範圍內盡快通知銀行或(c)未能遵守或履行第5條的保障設施或持卡人的責任或銀行就賀禮卡及私人密碼的保障及保安或對任何本條款及細則不時給予的建議。
- 13.4 持卡人不應就通過以下各項所引致的損失負上法律責任：所使用的終端機或其他系統發生故障，導致持卡人蒙受直接損失，但該故障是明顯的或已顯示有關故障訊息或通告作出提示則除外，或賀禮卡被偽造及使用。在任何情況下，銀行對該等損失的法律責任不應超出向持卡人賬戶錯誤地收取的款項。

14. 無第三者權利

- 14.1 就本條款及細則適用的合約而言，該合約立約方以外的其他人士(在本條款下稱「第三者」)，並沒有《合約(第三者權利)條例》(香港法例)項下享有強制執行該合約或本條款及細則任何條款的權利或其他任何利益。為免疑問，該合約及/或本條款及細則可被撤銷、更改或補充，而在所有情況下毋須徵求第三者的同意或給予第三者任何通知。

15. 法律及言語

- 15.1 本條款及細則應受香港法律規限，而雙方同意受到香港法院的非專屬司法管轄權管轄。
- 15.2 假若在任何時間，本條款及細則的任何條文在任何方面屬或變為非法、無效或不可執行時，該等條文應被視作與本條款及細則分割，而其餘條款及細則的合法性、有效性及可執行性不應因而受影響。
- 15.3 若某項法律責任的免除/局限違反香港法律或銀行須遵守的任何守則、指引或規則，則本條款及細則任何條文的實施不得免除/局限或試圖免除/局限該法律責任。
- 15.4 本條款及細則的中文版本僅作參考之用。倘本條款及細則的中、英文版本之間有任何抵觸，概以英文版本為準。

16. 其他

- 16.1 除本條款及細則有明文規定外，銀行的「賬戶章則」及「該通知」在適當時亦應適用。

Chong Hing UnionPay Gift Card Terms and Conditions

The use of the Chong Hing UnionPay Gift Card is governed by these terms and conditions:

1. Definitions

- 1.1 Unless otherwise stated, the following terms shall have the meaning below:
 - "Account" means the account maintained by the Bank of each Gift Card issued.
 - "ATM" means any automatic teller machine installed by the Bank or any other member of electronic teller card ("ETC") or UnionPay or any other terminals authorized by the Bank from time to time to process electronic payments or transfers, whether in or outside Hong Kong.
 - "Bank" means Chong Hing Bank Limited, its successors and assigns.
 - "Cardholder" means any person who has purchased or has made or purported to make use of the Gift Card for any Transaction.
 - "Gift Card" means the UnionPay Gift Card issued by the Bank bearing the logo and features as prescribed by the Bank from time to time.
 - "Merchant" means any vendor in any Transaction.
 - "PIN" means the personal identification number assigned by the Bank and used by the Cardholder to authenticate the Cardholder's access to the Account and for the purpose of carrying out a Transaction.
 - "Replacement Card" means the new Gift Card issued by the Bank in substitution for the defective original Gift Card pursuant to Clause 9.
 - "Transaction" means any payment for goods or services by the Gift Card at any point of sale terminal approved by the Bank from time to time.
- 1.2 Unless the context requires otherwise, the singular includes the plural and vice versa and words importing a gender includes every gender.

2. Gift Card

- 2.1 The Gift Card is a prepaid stored-value disposable card pre-loaded with the Bank's pre-determined stored dollar value upon purchase with the Bank. For the avoidance of doubt, the Bank reserves the right at its sole discretion to change from time to time any minimum and / or maximum pre-determined stored value amounts respectively at any time without notice.
- 2.2 A PIN is distributed upon the purchase of a Gift Card at any of the Bank's branches.
- 2.3 The Bank reserves the right at its sole discretion not to issue a Gift Card to a person without giving any reason and without liabilities.
- 2.4 As soon as its designated signature panel is signed, the Gift Card is not transferable and not reloadable with dollar value nor refundable.
- 2.5 The Bank will reduce the balance in the Account in accordance with the Bank's records of the related Transactions and any other sums, fees, costs and expenses payable by the Cardholder under these terms and conditions. For any Transaction effected by the use of the Gift Card in a currency other than Hong Kong Dollars, the relevant foreign currency amount will be converted into Hong Kong Dollars at the exchange rate determined by UnionPay, and then debit such Hong Kong Dollar equivalent from the Account.
- 2.6 There is no interest payable on the balance in the Account and the Account does not amount to a deposit with the Bank.

3. FEES

- 3.1 **A NON-REFUNDABLE HANDLING FEE WILL BE PAYABLE UPON PURCHASE OF EACH GIFT CARD.**
- 3.2 **THE CURRENT FEE UNDER CLAUSE 3.1 IS SET OUT IN THE PROMOTIONAL MATERIALS. THE BANK RESERVES THE RIGHT TO CHANGE AT ITS SOLE DISCRETION THE AMOUNT OF THE FEE AND IMPOSE ANY CHARGES FROM TIME TO TIME IN ACCORDANCE WITH CLAUSE 10.1. DETAILS OF NEW FEE AND CHARGES ARE DISPLAYED AT THE BANKING HALL OF ALL LOCAL BRANCHES AND / OR WEBSITE OF THE BANK AND ARE ALSO AVAILABLE UPON REQUEST.**

4. Use of Gift Card

- 4.1 Cardholder must be aged 16 or above.
- 4.2 The Gift Card must be signed at its designated signature panel by the Cardholder before use.
- 4.3 The PIN shall be entered to authenticate any Transaction.
- 4.4 The Gift Card can be used for any Transaction with a Merchant displaying the UnionPay logo or a logo of any other network approved by the Bank from time to

time or any Merchant accepting the Gift Card for payment.

- 4.5 The Cardholder shall ensure that there are sufficient funds in the Account before using the Gift Card to effect any Transaction. Payment for the Transaction will be declined if the balance stored value of the Gift Card is insufficient to pay for the total Transaction sum so requested by the Merchant.
- 4.6 The Bank shall be entitled from time to time without giving any prior notice to the Cardholder to impose a daily overall limit and / or individual Transaction limit in terms of the amount, quantity or currency for Transactions to be effected by the use of the Gift Card and / or such other restrictions on the use of the Gift Card.
- 4.7 No overdraft of the Account will be allowed.
- 4.8 The Gift Card is usable for the Transactions conducted at any point of sale terminal approved by the Bank from time to time but excluding those processed by manually imprinted sales slips, or in relation to mail or phone orders, autopay, online bill payments or purchases or transactions in casinos or on ocean liners. Without prejudice to the aforesaid, the Cardholder shall pay and be liable for such excluded Transactions if the payment thereof processed by the Gift Card in whatsoever cases are subsequently approved by the Bank.
- 4.9 **ONCE THE GIFT CARD'S STORED VALUE HAS RUN OUT OR THE GIFT CARD HAS BEEN DEPLETED OR IT HAS COME TO THE GIFT CARD'S DESIGNATED EXPIRY DATE PRINTED THEREON, THE GIFT CARD WILL AUTOMATICALLY BECOME OBSOLETE AND HAVE NO VALUE. THE CARDHOLDER MAY RETAIN THE GIFT CARD AS A COLLECTIBLE ITEM, OR DISPOSE OF IT AFTER CUTTING IT INTO HALVES. NO RETURN OF THE GIFT CARD TO THE BANK IS NECESSARY.**
- 4.10 The amount stored into the Gift Card upon its issue by the Bank will form the pre-determined dollar value of such Gift Card, which cannot be reversed, and no refund or change shall be allowed.
- 4.11 **THE BANK ACCEPTS NO RESPONSIBILITY IF ANY TERMINAL OPERATOR DISPLAYING THE RELEVANT LOGO DOES NOT ACCEPT THE GIFT CARD. A TERMINAL OPERATOR MAY IMPOSE ADDITIONAL FEES ON A TRANSACTION WITHOUT ADVISING THE CARDHOLDER IN ADVANCE.**
- 4.12 The Bank shall not be responsible or liable for any loss, damage, claim or action resulting from the non-acceptance by any Merchant of the Gift Card. Any dispute relating to any Transaction shall be resolved or settled between the Cardholder and the Merchant direct, and in no circumstances shall the Bank be liable or responsible for any such dispute, Transaction, or the goods or services relating thereto.
- 4.13 The Cardholder must comply with all applicable laws and regulations including without limitation any anti-money laundering and anti-terrorist financing legislation and regulation and any foreign exchange controls in respect of the use of the Gift Card.
- 4.14 The Gift Card cannot be used for any illegal or immoral purposes including without limitation illegal gambling and the Bank reserves the absolute right at its sole discretion to refuse to honour or process payment for any Transactions that are illegal / immoral, suspected or believed to be illegal / immoral in the view of the Bank as it may absolutely decide.

5. The PIN

- 5.1 **THE CARDHOLDER SHALL DESTROY THE ORIGINAL AND ANY OTHER COPY OF THE PIN AFTER MEMORIZING IT. THE CARDHOLDER SHALL IN NO CIRCUMSTANCES WRITE DOWN THE PIN ON THE GIFT CARD OR ON ANYTHING USUALLY KEPT WITH OR NEAR THE GIFT CARD. THE PIN SHALL ALWAYS BE DISGUISED IF IT IS WRITTEN DOWN OR RECORDED IN ANY FORM.**
- 5.2 The PIN is unique to a particular Gift Card. The PIN of a Gift Card will only be generated and issued once. In no circumstance shall the Bank reissue the PIN or generate a new PIN for one Gift Card.

6. EXPIRY DATE

- 6.1 **THE GIFT CARD SHALL HAVE A MINIMUM VALIDITY PERIOD OF 6 MONTHS FROM ITS ISSUE DATE AND IN ANY CASE, NOT BEYOND THE EXPIRY DATE PRINTED ON THE FACE OF SUCH GIFT CARD. ANY GIFT CARD'S STORED VALUE UNUSED WILL BE AUTOMATICALLY CANCELLED AND FORFEITED TO THE BANK AFTER ITS EXPIRY DATE AND NO REFUND / EXCHANGE OR TRANSFER WILL BE ALLOWED IN ALL CIRCUMSTANCES.**

7. Available Balance Enquiry

- 7.1 Although Cardholder will be provided information on the amount being debited

from his Gift Card at the time of Transactions made through any electronic means, enquiry by Cardholder on the available balance of his Gift Card may be made with any Bank's branch in Hong Kong or by calling the Telephone Banking Services Hotline at 3768 8818 of the Bank or other means notified by the Bank from time to time. Neither statement of account nor any document and / or proof of the Transaction details of the Gift Card will be provided by the Bank unless requested by Cardholder specifically and subject to payment of the Bank's handling fees.

- 7.2 Cardholder may also make enquiry on the available balance of his Gift Card through services available at the Bank's Website ("Gift Card Web Enquiry") subject to such procedures and conditions as may be prescribed by the Bank at its sole discretion from time to time with or without prior notice. Cardholder shall be solely responsible for keeping the information of his Gift Card confidential, and agrees to be bound by such terms and conditions as the Bank may prescribe at its sole discretion including without limitation the Bank's Account Rules regarding the Bank's internet banking services. The Bank is entitled to disclose, and the Cardholder agrees to the disclosure of, the Gift Card information in response to any Gift Card Web Enquiry provided particulars of the related Gift Card number and its expiry date (and / or other details as the Bank may require from time to time) have been provided to the Bank.
- 7.3 The Cardholder agrees and confirms that all information supplied under any Gift Card Web Enquiry are for reference only, and in case of any discrepancy between Gift Card Web Enquiry and the Bank's record, the latter shall prevail (save in the case of material error which is proved to the acceptance of the Bank by the Cardholder). Neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any information provided under any Gift Card Web Enquiry or such contents are fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Gift Card Web Enquiry.
- 7.4 The Bank does not endorse or express any comment on any Gift Card Web Enquiry or such contents thereof supplied by any third party information provider nor does the Bank assume any duty to check or verify Gift Card Web Enquiry or the contents supplied under any Gift Card Web Enquiry.
- 7.5 The Cardholder acknowledges that all contents of the Gift Card Web Enquiry design, system, framework and layout are trade secret, confidential and the property of the Bank and the relevant information providers. The Cardholder further acknowledges that such contents are subject to copyrights and / or other intellectual property rights of the Bank or any third party. The Cardholder agrees that all rights, benefits, title and interest in and relating to such contents and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant information providers.
- 7.6 Except in order to log-in to the Gift Card Web Enquiry or to enquire about his Gift Card, the Cardholder will not use the Gift Card Web Enquiry, or information in relation to the Gift Card Web Enquiry, or the Bank's Website (in whole or in part) for any other purpose (whether legal or illegal).
- 7.7 Without prejudice to the generality of other provisions, terms and conditions in relation to the Gift Card Web Enquiry and / or the Bank's Website shall be read and construed in conjunction with and supplemented by the provisions of the terms and conditions (as may be revised or supplemented by the Bank from time to time) with respect to the Bank's internet banking services, which shall form part of these terms and conditions.
- 7.8 Except due to and to the extent caused by the negligence or fraud of the Bank, the Bank shall not be liable for any loss or damage suffered by the Cardholder or any other person as a result of any use of Gift Card Web Enquiry and / or any information supplied in relation thereto owing to:-
- (a) the failure, inaccessibility, suspension, cancellation and termination of the provision of services or any part thereof in relation to any or all of the Gift Card Web Enquiry or Transaction howsoever caused;
 - (b) the withdrawal or suspension of any Transaction or services from being accessible to any Gift Card account or for any failure or delay to effect or execute or record any Transaction instruction or perform any obligation hereunder which is attributable, either directly or indirectly, wholly or in part, to any circumstances or events outside the Bank's control;
 - (c) failure of or delay in any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation facilities; and / or
 - (d) any mechanical or electronic equipment malfunction, power failure or other failure or inadequacy of the Bank's Website or system or its installation or any

error in the execution of any Transaction or instruction nor for any delay or loss (including loss of profit or any economic loss), expenses or damages howsoever incurred or suffered by the Cardholder.

- 7.9 The Bank does not in any way warrant that:
- (a) any services provided in connection with or any of the Cardholder's use of the Gift Card Web Enquiry and / or the Bank's Website will be free of errors, interception or interruption; and / or
 - (b) information provided in relation to any Gift Card Web Enquiry or other materials provided, used or accessible in connection with the Gift Card Web Enquiry and / or the Bank's Website will be free of viruses, disabling devices or other contaminants.

7.10 When making any Gift Card Web Enquiry and / or using the Bank's Website, the Cardholder may provide the Bank with certain of the Cardholder's personal data as defined in the Personal Data (Privacy) Ordinance, and other confidential information (collectively called "Data"). **By making any Gift Card Web Enquiry and / or using the Bank's Website the Gift Cardholder consents to the capture and use of the Data in accordance with the "Notice to Customers and Other Persons relating to the Personal Data (Privacy) Ordinance (Personal Information Collection Statement)" ("PDPO Notice") posted on the Bank's Website (as amended from time to time by the Bank).**

8. LOSS OR THEFT OF THE GIFT CARD

8.1 **THE GIFT CARD IS ANONYMOUS WHICH OWNERSHIP IS REPRESENTED BY ITS POSSESSION, BEARING SIMILAR NATURE OF CASH. MERE PHYSICAL POSSESSION OF THE GIFT CARD IS SUFFICIENT AND CONCLUSIVE PROOF OF ITS HOLDER'S OWNERSHIP OF AND CLAIM TO IT AS VALID CARDHOLDER. NO REQUEST OR APPLICATION FOR THE ISSUE OF ANY REPLACEMENT / NEW CARD OR REFUND / TRANSFER OF THE RESIDUAL STORED VALUE OF THE GIFT CARD OR CANCELLATION OF THE GIFT CARD WILL BE ENTERTAINED IN THE EVENT OF ITS LOSS OR THEFT.**

8.2 **NO REQUEST FOR THE REISSUE OF THE PIN OR THE ISSUE OF A NEW PIN WILL BE ENTERTAINED IN THE EVENT OF LOSS OR COMPROMISE OF THE PIN OR IF THE CARDHOLDER FAILS TO RECALL THE PIN.**

9. Replacement Card

9.1 Replacement Card will only be issued in case of malfunction of the Gift Card due to no fault on the part of Cardholder provided that the defective Gift Card is returned to the Bank for cancellation before its expiry date. Replacement Card will be issued free of charge or Cardholder may choose to cancel the Gift Card and obtain refund of the unused stored value.

9.2 No Replacement Card will be issued by the Bank to replace any damaged Gift Card irrespective of the cause of damage unless caused by malfunction not due to any fault of the Cardholder.

9.3 The Replacement Card will bear the balance stored dollar value of the defective Gift Card so replaced and the Bank will only issue such Replacement Card bearing the same expiry date after the Bank's Transaction processing and calculation of residual stored value have been completed.

9.4 The Cardholder requesting for a Replacement Card shall apply in person, and collect the Replacement Card and a new PIN at any designated branch of the Bank.

9.5 Subject to the Clause 9.1, the Bank reserves the sole discretion to determine whether or not to issue any Replacement Card and to charge any fees therefor. The decision of the Bank shall be final.

10. Amendments and Additions

10.1 The Bank reserves the rights to amend or supplement from time to time with not less than 30 days' notice these terms and conditions or any levy of fees and charges at the Bank's sole discretion.

10.2 In case the Cardholder does not agree to any significant variation of these terms and conditions, the Cardholder shall within the 30 days' period as referred to in Clause 10.1 be entitled to cancel the Gift Card and obtain refund of the unused stored value subject to the return of his Gift Card to the Bank forthwith before its expiry date.

11. TERMINATION

11.1 **THE BANK RESERVES THE RIGHTS AT ITS SOLE DISCRETION TO TERMINATE THE USE OF ANY GIFT CARD AND / OR ANY SERVICES OFFERED OR TO DISAPPROVE / DECLINE ANY TRANSACTION WITHOUT GIVING ANY PRIOR NOTICE OR REASON. UPON SUCH TERMINATION BY THE BANK, THE GIFT CARD SHALL BE SURRENDERED ON DEMAND TO THE BANK FORTHWITH BEFORE ITS EXPIRY DATE AND THE UNUSED STORED VALUE IS REFUNDABLE.**

12. Refund

- 12.1 Subject to the Clauses 8.1, 9.1, 10.2 and 11.1, the Bank reserves its absolute right to refund the residual stored value of the Gift Card provided the Cardholder shall return his Gift Card forthwith before its expiry date after the Bank's Transaction processing and calculation of residual stored value have been completed.

13. Liability

- 13.1 THE BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER ARISING IN RELATION TO THE GIFT CARD OR ITS USE OR ANY TRANSACTION TO THE CARDHOLDER, MERCHANT OR ANY PERSONS, EXCEPT THOSE DIRECTLY CAUSED BY THE NEGLIGENCE, FRAUD OR WILFUL DEFAULT OF THE BANK.
- 13.2 IF THE GIFT CARD OR THE PIN IS LOST OR STOLEN OR IF THE CARDHOLDER IS AWARE THAT A THIRD PARTY KNOWS THE PIN, THE CARDHOLDER SHALL NOTIFY THE BANK AS SOON AS REASONABLY PRACTICABLE. PRIOR TO THE RECEIPT OF SUCH NOTIFICATION BY THE BANK, ALL TRANSACTIONS EFFECTED THROUGH OR BY THE USE OF THE GIFT CARD SHALL BE CONCLUSIVELY BINDING ON THE CARDHOLDER. SUBJECT TO CLAUSE 13.3, THE CARDHOLDER SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION EFFECTED AFTER THE BANK HAS RECEIVED PROPER NOTICE OF THE LOSS OR THEFT OF THE GIFT CARD OR OF THE DISCLOSURE OF THE PIN FROM THE CARDHOLDER THROUGH THE BANK'S 24-HOUR LOST CARD HOTLINE AT 3768 8811 OR SUCH OTHER TELEPHONE NUMBER DESIGNATED BY THE BANK BY NOTICE DISPLAYED AT THE BANK'S BRANCHES IN HONG KONG, ON ITS WEBSITE OR BY OTHER MEANS AS APPROPRIATE FROM TIME TO TIME. ANY NOTICE OF THE LOSS OR THEFT OF THE GIFT CARD OR OF THE DISCLOSURE OF THE PIN SHALL BE CONFIRMED IN WRITING.
- 13.3 NOTWITHSTANDING CLAUSE 13.2, THE CARDHOLDER SHALL BE SOLELY LIABLE FOR ALL LOSSES AND DAMAGES IN RESPECT OF THE USE OF THE GIFT CARD IF THE CARDHOLDER HAS (A) ACTED FRAUDULENTLY OR NEGLIGENTLY, (B) FAILED TO INFORM THE BANK AS SOON AS REASONABLY PRACTICABLE AFTER BECOMING AWARE THAT THE GIFT CARD HAS BEEN LOST, STOLEN OR THE PIN HAS BEEN DISCLOSED TO AN UNAUTHORIZED PERSON OR (C) FAILED TO FOLLOW THE SAFEGUARDS OR COMPLY WITH HIS OBLIGATIONS UNDER CLAUSE 5 OR OTHER RECOMMENDATIONS OF THE BANK FROM TIME TO TIME REGARDING THE SAFETY AND SECURITY OF THE GIFT CARD AND THE PIN OR ANY PROVISIONS OF THESE TERMS AND CONDITIONS.
- 13.4 The Cardholder shall not be liable in respect of loss incurred through faults that have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display, or the use of a counterfeit Gift Card. The Bank's liability for such losses shall in any event not exceed the amounts wrongly charged to the Cardholder's Account.

14. Rights of Third Parties

- 14.1 A person, who is not a party to a contract (called "third party" under this Clause) to which these terms and conditions apply, will have no right under the Contracts (Rights of Third Parties) Ordinance (Laws of Hong Kong) to enforce any provision of such contract or these terms and conditions or to enjoy any other benefit. For the avoidance of doubt, such contract and / or these terms and conditions may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.

15. Law and Language

- 15.1 These terms and conditions shall be governed by Hong Kong laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.
- 15.2 If at any time any of these terms and conditions is or become illegal, invalid or unenforceable in any respect, such provisions shall be deemed as severed from these terms and conditions where the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- 15.3 Nothing in these terms and conditions shall operate so as to exclude / restrict or attempt to exclude / restrict any liability where such exclusion / restriction is in contravention of the laws of Hong Kong or any codes, guidelines or rules to which the Bank is subject.
- 15.4 The Chinese version of these terms and conditions is provided for reference only. In the event of any conflict between the English version and the Chinese version of these terms and conditions, the English version shall prevail.

16. Others

- 16.1 Subject to express provisions of these terms and conditions, the Bank's "Account Rules" and "PDPO Notice" shall also be applicable as appropriate.