

## 創興 Gift Card 條款及細則

創興 Gift Card 之簽發及使用須受以下條款及細則約束。

### 1. 釋義

- 1.1 除非明文另有所指，下列詞彙之釋義如下：  
「銀行」意指創興銀行有限公司、其繼承者及承讓人。  
「持卡人」意指已購買或為了任何交易而使用或擬使用或持有 Gift Card 的人士。  
「Gift Card」意指由銀行簽發的創興 Gift Card 並載有銀行不時指定的標記及特點。  
「商戶」意指任何交易中之任何賣方。  
「補發新卡」意指銀行按第 9 條簽發的新 Gift Card 以替代原本故障的 Gift Card。  
「交易」意指使用 Gift Card 支付任何貨品及/或服務並於任何銀行認可之終端機進行。
- 1.2 除非內容另有要求，單數包括眾數而反之亦然，而為一性別的字眼包括每一個性別。

### 2. Gift Card

- 2.1 Gift Card 是一張已預先付款儲值及用完即棄之產品，於購買時必須存入一筆銀行預設的儲值金額，數額最少為 HK\$100 而最多為 HK\$5,800。為免生疑問，銀行保留權利可單獨酌情隨意不時變更該等最少及/或最高儲值金額且毋須另作通知。Gift Card 的指定簽署欄一經簽署便不得轉讓、不得再次儲值及不可退款。
- 2.2 銀行將對已發出之每張 Gift Card 維持一個賬戶，並根據銀行記錄之有關交易在該 Gift Card 賬戶內扣減其儲值金額。
- 2.3 Gift Card 賬戶不屬於存款賬戶，及不衍生利息。

### 3. 費用

- 3.1 **於購買每一 Gift Card 時須支付不可退還手續費、及銀行不時訂定的其他費用及所修訂的上述費用，金額由銀行隨時單獨酌情決定。**

### 4. 使用 Gift Card

- 4.1 持卡人必須年滿 16 歲或以上。
- 4.2 Gift Card 的指定簽署欄須於使用前被簽署，並在貼有 VISA 卡標誌或接受以 VISA 卡作付款的商戶作任何交易而使用。銀行將不會為任何商戶不接受 Gift Card 而引起之任何損失、賠償、申索或行動負責。
- 4.3 Gift Card 只適用於以銀行認可的終端機完成之交易，但不包括現金透支、以人手壓印收據所進行者、或關於郵購、電話訂購、自動轉賬、網上購物或賬單繳費、賭場或郵輪之簽賬、於本地及海外自動櫃員機使用或 VISA 免簽結賬服務（例如於電影院內購票、停車場、快餐店所進行之簽賬等）。在不影響上述條文之前提下，如所述不適用之交易最終獲銀行批准，持卡人須負責有關之交易。
- 4.4 **當 Gift Card 之儲值價值已全數耗用或 Gift Card 已耗損或其**

**指定並列印於卡上的有效期已屆滿，Gift Card 將告自動作廢及失去價值，持卡人可將 Gift Card 留作收藏紀念或把其剪毀後棄置，無需交還銀行。**

- 4.5 任何款項一旦發卡時被存入 Gift Card 即成為 Gift Card 之預定金額，該預定金額為不可撤銷、亦不得變更或退款。關於 Gift Card 交易之任何爭議須由持卡人與商戶之間直接磋商或解決，在任何情況下銀行將毋須就所述爭議、任何交易、有關貨物或服務負責或承擔責任。
- 4.6 Gift Card 不可用於任何非法或不道德用途，包括但不限於非法賭博，銀行保留絕對權利拒絕為任何非法、懷疑或其相信為非法/不道德的交易付款，並以銀行酌情決定為準。
- 4.7 所有以 Gift Card 進行之交易均不會獲得銀行信用卡計劃下的獎賞積分或其他贈品。

## 5. 港外交易

- 5.1 所有在香港以外並以港幣以外之其他貨幣交易的簽賬金額，銀行將以有關 Gift Card 交易當日，根據 Visa International Service Association 所採用之匯率折算該交易金額為港幣。該折換為港幣之交易金額再加上銀行所收取簽賬額 1.95% 之服務費用 (已包括 Visa International Service Association 向銀行所收取簽賬額 1% 之費用) 及其他適用費用將從 Gift Card 賬戶中扣除。
- 5.2 所有在香港以外並以港幣交易之簽賬金額再加上銀行所收取簽賬額 1.95% 之服務費用 (已包括 Visa International Service Association 向銀行所收取簽賬額 1% 之費用) 及其他適用費用將從 Gift Card 賬戶中扣除。

## 6. 有效期限

- 6.1 **Gift Card 之有效限期最短為其簽發日起計 6 個月，但在任何情況下，Gift Card 之使用期限不得超越印在其卡面上之有效限期。在有效期屆滿後，Gift Card 之任何剩餘儲值金額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. 查詢賬戶結餘

- 7.1 持卡人可於銀行的香港各分行或致電銀行的電話銀行服務熱線 3768 8818，查詢其 Gift Card 賬戶結餘。除持卡人特別要求並支付銀行的手續費之情況下，銀行將不會為 Gift Card 賬戶發出結賬單、任何文件及/或交易詳情之有關證明。
- 7.2 在持卡人遵守銀行不時全權酌情決定給予事先通知所指定之步驟及條款之前提下，持卡人或可透過使用銀行網站所提供之服務查詢持卡人 Gift Card 賬戶結餘。就持卡人為查詢其 Gift Card 賬戶結餘而於銀行網站所開設/保持的賬戶 (「Gift Card 網上賬戶」)，持卡人須自行負責將其 Gift Card 網上賬戶的用戶識別密碼或號碼、私人密碼和其他有關資料保密，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第 VII 節) 約束。
- 7.3 持卡人同意及確認由 Gift Card 網上賬戶及其內容資訊所提供之所有資料 (「Gift Card 網上賬戶資料」) 將僅供參考之用，若 Gift Card 網上賬戶資料與銀行內部有關紀錄有差異者，將以銀行內部有關紀錄為最終定論 (除非有明顯錯誤及持卡人證明並令銀行信納該等銀行內部有關紀錄為不正確，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 Gift Card 網上賬戶資料及其內容之準確性、可靠性、充分性、適時性及完整性

或任何 Gift Card 網上賬戶資料或其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 Gift Card 網上賬戶資料或其內容資訊而引致之一切法律責任。

- 7.4 銀行不會就第三者資訊供應商所供應之任何 Gift Card 網上賬戶資料或其內容或資訊而註明或表達任何評論，亦不會承擔查對或核實該等 Gift Card 網上賬戶資料或其內容或資訊之任何職責。
- 7.5 持卡人承認，所有 Gift Card 網上賬戶之任何內容部分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 Gift Card 網上賬戶內容及與內容有關之一切權利、利益、所有權及權益，以及任何及所有有關之版權、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 在不影響其他條文一般性的原則下，有關 Gift Card 網上賬戶、Gift Card 網上賬戶資料及/或銀行網站之有關條款將和銀行網上銀行服務有關之網上銀行服務協議及網上章則之條文一併及互補閱讀及詮譯，並成為本條款及章則之部份。

## 8. Gift Card 的遺失、失竊或被沒收

- 8.1 **Gift Card 為不記名並具類似現金之性質，而持有 Gift Card 之人士將被視為有效持卡人及最終被論作物主。不論 Gift Card 被遺失、盜竊或是在 Gift Card 被自動櫃員機收回之情況下，任何申請補發/重發新卡或取消 Gift Card 或退回/轉移 Gift Card 內之剩餘儲存價值之要求或申請均不獲受理。**

## 9. 補發新卡

- 9.1 只有在 Gift Card 發生非因持卡人的錯失而引致操作失靈，及在該 Gift Card 的有效期限內被退回予銀行作取消之情況下方可獲補發新卡。補發失卡為免費或持卡人可選擇取消 Gift Card 及取回餘值。
- 9.2 在 Gift Card 被損毀之情況下，不論任何損毀之原因，任何申請補發新卡之要求或申請均不獲受理，但若非因持卡人的錯失而引致 Gift Card 操作失靈則除外。
- 9.3 補發新卡將存有被取替的原本 Gift Card 之剩餘儲值價值，銀行亦可在其指定的某段日子過後才補發新卡，補發新卡將具原本 Gift Card 的相同有效到期日。
- 9.4 持卡人必須親身前往銀行任何一間指定分行辦理補發新卡之手續及領取補發新卡。
- 9.5 在受制於第 9.1 條之前提下，銀行保留最終單獨酌情權利決定會否補發新卡及徵收任何費用。

## 10. 未經授權之交易金額與調整

- 10.1 如涉及把還未經銀行授權之交易金額 (例如：小費) 附加於任何貨物或服務交易之情況，商戶可將該還未經授權金額加於有關交易單據上，並要求在 Gift Card 中扣除該總金額。在受第 10.2 條之規限下，如商戶提供銷售單據，銀行將在 Gift Card 賬戶可用結餘中扣除支付該還未經授權之交易金額。
- 10.2 在 Gift Card 之剩餘儲存價值不足以支付商戶所要求之交易總額的

情況下，該交易付款將被拒絕。

## 11. 修定及增添

- 11.1 銀行保留權利不時可單獨酌情隨時以不少於 30 日的通知修改或補充本條款及細則或費用及收費。
- 11.2 如持卡人不同意本條款及細則的任何重大修訂，並立即及於 Gift Card 到期日之前退回 Gift Card 予銀行，持卡人則可根據第 11.1 條所述的 30 日內取消 Gift Card 及取回餘值。

## 12. 終止使用

- 12.1 **銀行保留單獨酌情權利終止 Gift Card 之使用及/ 或已提供之任何服務或不批准/ 不接納任何交易，而事先毋須發出通知或理由。在終止後，Gift Card 必須按銀行要求立即及於到期日之前歸還予銀行而剩餘之儲值額將獲退款。**

## 13. 退款

- 13.1 在受制於第 9.1,11.2 及 12.1 條之前提下，銀行保留絕對權利要求持卡人立即及於 Gift Card 到期日之前退回 Gift Card，並在銀行指定的某段日子過後才退回 Gift Card 內之任何剩餘儲值金額。

## 14. 免責條款

- 14.1 **銀行不需為任何性質或於任何情況下就 Gift Card、Gift Card 的使用或交易引致之損失或損害對持卡人、商戶或任何人等負責，但除因銀行的疏忽或故意失責直接導致者例外。**
- 14.2 除因銀行或銀行僱員的疏忽或欺詐行為而引致者及僅就該程度而言外，持卡人或任何人士在下列情況下使用 Gift Card 網上賬戶及/ 或 Gift Card 網上賬戶資料而蒙受任何損失或虧損，銀行均無須負責：
  - (a) 因銀行未能提供、暫停、取消或終止提供有關任何或所有有關 Gift Card 網上賬戶或交易其中之任何服務 ( 儘管任何原因所致者 ) ；
  - (b) 因任何非銀行能控制之情況或事情 ( 不論直接或間接，不論全部或部份上述情況或事情 ) ，取消或暫停任何或所有有關 Gift Card 賬戶之交易，或導致任何交易或指示令不能執行或有所延誤，又或任何按本文件所訂之責任未能如期履行或延誤執行；
  - (c) 任何通訊網絡失靈、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、裝置或設施不足；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令；或因延誤執行交易或指示令；或因執行交易或指示令或其他情況而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。
- 14.3 銀行概不在任何方面保證：
  - (a) 與持卡人使用 Gift Card 網上賬戶及/ 或銀行之網站有關而提供之任何服務不會出錯、被截取或中斷；及/ 或

- (b) Gift Card 網上賬戶資料及/或銀行之網站所提供、使用或可取用之資訊、內容或其他材料不會有病毒、妨礙運作之設計或其他污染物。

## 15. 無第三者權利

- 15.1 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。

## 16. 法律及言語

- 16.1 本條款及細則將根據香港法律詮釋，而雙方同意受到香港法院之非獨有司法管轄權。
- 16.2 假若在任何時間，任何本條款及細則的條文屬或變為非法、無效或在任何方面不可執行時，該等條文將被視作已被刪除，其餘的條款及細則的條文之合法性、有效性及可執行性將不會因而受影響。
- 16.3 本條款及細則並無產生為免除或限制在香港法律下所禁止之任何責任或違反任何適用於銀行的守則、指引及規則。
- 16.4 本條款及細則的中文本僅作參考之用。倘中、英文本之條款及細則有歧異者，則以英文本為準。

## 17. 其他

- 17.1 除本條款及細則明文另有規定外，銀行的「賬戶章則」及「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)」、「**個人資料(私隱)條例通知**」的適用條款亦為有效。
- 17.2 當使用 Gift Card 網上賬戶及/或銀行之網站時，持卡人或會向銀行提供若干持卡人之個人資料(其定義見《個人資料(私隱)條例》)及其他機密資料(統稱「資料」)。**透過進入或使用 Gift Card 網上賬戶及/或銀行之網站，持卡人同意銀行根據不時修訂在網站所刊登之「個人資料(私隱)條例通知」而取得及使用之資料。**

## Chong Hing Gift Card Terms and Conditions

The issue and use of Chong Hing Gift Cards are governed by these terms and conditions.

### 1. Definitions

- 1.1 Unless otherwise stated, the following terms shall have the meaning below:  
"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, or is a holder of a Gift Card.  
"Gift Card" means Chong Hing 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.  
"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 and / or services by the Gift Card at any of the Bank's approved point of sale terminal.
- 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 in a minimum sum of HK\$100 and a maximum of HK\$5,800 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 such minimum and / or maximum pre-determined stored value amounts respectively at any time without notice. As soon as its designated signature panel is signed, the Gift Card is not transferable and not reloadable with dollar value nor refundable.
- 2.2 The Bank will maintain an account of each Gift Card issued and reduce the balance in its account in accordance with the Bank's records of the related Transactions.
- 2.3 The Gift Card account is not a deposit account, and shall bear no interest.

### 3. CHARGES

- 3.1 **A NON-REFUNDABLE HANDLING FEE WILL BE PAYABLE UPON PURCHASE OF EACH GIFT CARD. THE BANK RESERVES THE RIGHT TO CHANGE AT ITS SOLE DISCRETION THE AMOUNT OF HANDLING FEE AND IMPOSE ANY CHARGES FROM TIME TO TIME.**

### 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 and can be used for any Transaction with Merchant displaying the VISA cards logo or accepting VISA cards for payment. The bank shall not be responsible or liable for any loss, damage, claim or action resulted from the non-acceptance by any Merchant of the Gift Card.
- 4.3 The Gift Card is only usable for the Transactions conducted at the Bank's approved point of sale terminals but excluding cash advances, those processed by manually imprinted sales slips, or in relation to mail or phone orders, autopay, online bill payments or purchases, transactions in casinos or on ocean liners, transactions at any local or overseas ATMs and all VISA Express Payment services (such as cinemas, car parks, or fast food restaurants, etc.). 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.
- 4.4 **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 TO DISPOSE OF IT AFTER CUTTING IT INTO HALVES. NO RETURN OF THE GIFT CARD TO THE BANK IS NECESSARY.**

- 4.5 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. 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.
- 4.6 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.
- 4.7 No bonus points or other rewards under the Bank's credit card programmes will be offered for any Transactions made by the Gift Card.

## 5. Transactions Outside Hong Kong

- 5.1 The amounts of the Transactions processed outside Hong Kong in non-Hong Kong currency will be converted into Hong Kong Dollars at the Visa International Service Association exchange rate on the day the Transaction is processed with the Gift Card. The amounts converted into Hong Kong Dollars plus a service charge levied by the Bank at the rate of 1.95% on such Transaction amounts (inclusive of a transaction fee charged by Visa International Service Association to the Bank at the rate of 1% on the Transaction amounts) and other applicable charges shall be debited from the Gift Card account.
- 5.2 The amounts of the Transactions processed outside Hong Kong in Hong Kong Dollars plus a service charge levied by the Bank at the rate of 1.95% on such Transaction amounts (inclusive of a transaction fee charged by Visa International Service Association to the Bank at the rate of 1% on the Transaction amounts) and other applicable charges shall be debited from the Gift Card account.

## 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 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. Neither statement of account nor any document or / and 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 Section VII of the Bank's Account Rules. 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 materials 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 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 Internet Banking Services Agreement and Online Terms with respect to the Bank's Internet Services, which shall form part of these terms and conditions.

## **8. LOSS, THEFT OR CONFISCATION 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 OR IN THE EVENT OF THE GIFT CARD BEING CAPTURED BY ANY ATM.**

## **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 balance.
- 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 specified number of days have elapsed.

- 9.4 The Cardholder requesting for a Replacement Card shall apply in person, and collect the Replacement Card 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. Unauthorized Transaction and Adjustment

- 10.1 Where an unauthorized Transaction amount (e.g. service charges) is to be added to the price of goods or services, the Merchant may add such unauthorized Transaction amount to the related bill and request for a debit to the Gift Card with that total amount. Subject to Clause 10.2, upon presentation of the sales slip by the Merchant, the Bank shall debit the available balance of the Gift Card account to settle such unauthorized Transaction amount.
- 10.2 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.

#### 11. Amendments and Additions

- 11.1 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.
- 11.2 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 11.1 be entitled to cancel the Gift Card and obtain the refund of the balance subject to the return of his Gift Card to the Bank forthwith before its expiry date.

#### 12. TERMINATION

- 12.1 **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.**

#### 13. REFUND

- 13.1 Subject to the Clauses 9.1, 11.2 and 12.1, 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 specified number of days have elapsed.

#### 14. EXCLUSION OF LIABILITY

- 14.1 **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 OR WILFUL DEFAULT OF THE BANK.**
- 14.2 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 or 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.

14.3 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.

## 15. Rights of Third Parties

15.1 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.

## 16. Law and Language

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

## 17. Others

- 17.1 Subject to express provisions of these terms and conditions, the Bank's "Account Rules" and "Notice to Customers and Other Persons relating to the Personal Data (Privacy) Ordinance (Personal Information Collection Statement)" ("PDPO Notice") shall also be applicable as appropriate.
- 17.2 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 PDPO Notice posted on the Bank's Website (as amended from time to time by the Bank).**