

### 「創興Gift Card條款及細則」、「創興銀聯賀禮卡條款及細則」及 「酒韻銀聯聯營賀禮卡條款及細則」之更新通知

### 親愛的客戶:

謹此通知,因應《合約(第三者權利)條例》(香港法例)即將生效,由2016年1月1日(「生效日」)起,本行的「創興Gift Card條款及細則」、「創興銀聯賀禮卡條款及細則」及「酒韻銀聯聯營賀禮卡條款及細則」將被更新如下:

### 甲. 適用於「創興Gift Card條款及細則」

### 1. 以下新第15條載入現有的第14條之後:

15. 無第三者權利

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。

### 2. 重訂條次

現有的第15條至第16條之條次則應順序重訂為第16條至第17條。

### 乙. 適用於「創興銀聯賀禮卡條款及細則」及「酒韻銀聯聯營賀禮卡條款及細則」

### 1. 以下新第14條載入現有的第13條之後:

14. 無第三者權利

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。

### 2. 重訂條次

現有的第14條至第15條之條次則應順序重訂為第15條至第16條。

經修訂之「創興Gift Card條款及細則」、「創興銀聯賀禮卡條款及細則」及「酒韻銀聯聯營賀禮卡條款及細則」將適用於與本行在生效日或之後訂立的合約及受其約束。另外,如 閣下於生效日後繼續使用任何上述「條款及細則」項下之服務,閣下將被視為已接受上述修訂。

如 閣下有任何查詢,請聯絡本行任何分行或致電客戶服務熱線3768 8888。

創興銀行有限公司 謹啟 2015年12月



# Notice of Updating of the "Chong Hing Gift Card Terms and Conditions", "Chong Hing UnionPay Gift Card Terms and Conditions" and "My Wine UnionPay Co-branded Gift Card Terms and Conditions"

Dear Customer(s),

In order to cater for the new "Contract (Rights of Third Parties) Ordinance" (Laws of Hong Kong), please be informed that the Bank's "Chong Hing Gift Card Terms and Conditions", "Chong Hing UnionPay Gift Card Terms and Conditions" and "My Wine UnionPay Co-branded Gift Card Terms and Conditions" will be updated as below:

### A. Applicable to "Chong Hing Gift Card Terms and Conditions"

### 1. To insert the following new Clause 15 after the existing Clause 14:

15. Rights of Third Parties

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 For the avoidance of doubt, such contract and / or these terms and conditions may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.

### 2. Renumbering of Clauses

The existing Clause 15 to Clause 16 shall be renumbered as Clause 16 to Clause 17 in sequence order.

## B. Applicable to "Chong Hing UnionPay Gift Card Terms and Conditions" and "My Wine UnionPay Co-branded Gift Card Terms and Conditions"

### 1. To insert the following new Clause 14 after the existing Clause 13:

14. Rights of Third Parties

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.

#### 2. Renumbering of Clauses

The existing Clause 14 to Clause 15 shall be renumbered as Clause 15 to Clause 16 in sequence order.

The updated "Chong Hing Gift Card Terms and Conditions", "Chong Hing UnionPay Gift Card Terms and Conditions" and "My Wine UnionPay Co-branded Gift Card Terms and Conditions" will apply to all contracts entered into with the Bank on or after the Effective Date. If you continue to use any of the services under these "Terms and Conditions" after the Effective Date, you will be deemed to have accepted the above amendments.

Please contact any of our branches or our Customer Services Hotline at 3768 8888 if you have any enquiries.

Chong Hing Bank Limited December 2015