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SHKP Malls Gift Card Terms & Conditions

(for Sun Hung Kai Properties' Private Label Gift Card with card numbers starting with #62925104)

By accepting, purchasing or using the Sun Hung Kai Real Estate Agency Limited (“Sun Hung Kai Properties”) designated malls gift card (“SHKP Malls Gift Card”), issued by 33 Financial Services Limited (“33 Finance”), you agree to be bounded by these Terms and Conditions below. “You”, “your” and “Cardholder” refer to the person who has purchased and / or is using the SHKP Malls Gift Card, while “We” and “us” refer to “33 Finance”. In case of dispute, Sun Hung Kai Properties reserves the right of final decision on all matters, at any time without prior notice.

SHKP Malls Gift Card

1. SHKP Malls Gift Card is an anonymous and non-reloadable gift card, available in pre-determined values of HK\$200, HK\$500, HK\$1,000, HK\$5,000 and HK\$8,000, and custom denomination between HK\$200 and HK\$8,000 (HK\$200 and custom denomination Gift Card are for corporate purchase or promotion use only, not for retail sale), subject to availability.
2. SHKP Malls Gift Card is available for purchase at designated sales counter in apm (Kwun Tong), East Point City (Tseung Kwan O), Landmark North (Sheung Shui), New Town Plaza (Sha Tin), V city (Tuen Mun) and YOHO MALL (Yuen Long) (“Designated Malls with Card Selling”). Please refer to the below table for the detailed addresses and operating hours of the sales counter at the Designated Malls with Card Selling.

Designated Malls with Card Selling	Sales Counter	Operating Hours
apm (418 Kwun Tong Road, Kwun Tong, Kowloon)	Customer Care Centre, Concourse	12 noon – 11pm
East Point City (8 Chung Wa Road, Tseung Kwan O)	L2 Customer Care Centre	10am – 10pm
Landmark North (39 Lung Sum Avenue, Sheung Shui)	L4 Customer Care Centre	10am – 10pm
New Town Plaza (18-19 Sha Tin Centre Street, Sha Tin)	L4 Customer Care Centre, New Town Plaza I	10am – 10pm
V city (83 Tuen Mun Heung Sze Wui Road, Tuen Mun)	Customer Care Centre, MTR Level	11am – 10pm
YOHO MALL (9 Yuen Lung Street, Yuen Long)	Customer Care Centre, YOHO MALL I	10am – 10pm



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3. Where any individual seeks to purchase SHKP Malls Gift Cards with an aggregate value of HK\$25,000 or above at any one time, or where the purchaser is a corporate entity irrespective of the order amount, enhanced due-diligence procedures shall be conducted prior to acceptance of the order. Please email to retailmarketing@shkp.com for further information and enquiry.
4. Any amounts paid by you for the SHKP Malls Gift Card value, together with any balance standing to the credit of the Gift Card (including any amounts subject of pending transactions), shall not accrue interest. For the avoidance of doubt, such amounts do not constitute “protected deposits” within the meaning of the Deposit Protection Scheme Ordinance (Cap. 581, Laws of Hong Kong) and are not covered by the Deposit Protection Scheme in Hong Kong.
5. Only electronic payment (including Visa, Mastercard, UnionPay Card, UnionPay App / BoC Pay+ (or other mobile apps supporting UnionPay QR code payment), Alipay (including both HK & China Wallet), WeChat Pay (including both HK & China Wallet), PayMe, FPS, Tap&Go, JCB and Diners Club) will be accepted for purchase of SHKP Malls Gift Card in sales counter at Designated Malls with Card Selling. Octopus and AMEX, and the use of The Point bonus points, Point Dollar, gift vouchers and other means of redemption are not accepted for purchase of SHKP Malls Gift Card. All purchased SHKP Malls Gift Card is not cancellable, adjustable, refundable, returnable nor exchangeable to cash. Only one credit card or payment method will be accepted for each transaction of SHKP Malls Gift Card purchase.
6. Transaction on purchase of SHKP Malls Gift Card is not eligible for registering bonus point in The Point Integrated Loyalty Programme nor joining other mall promotions. While eligible transactions (as defined under The Point Integrated Loyalty Programme terms and conditions) made by SHKP Malls Gift Card is eligible for The Point points registration and / or participation in other mall promotions.
7. SHKP Malls Gift Card is only applicable for payment for goods (except designated goods and services including the purchase of merchants’ gift certificates, cash coupons, gift cards, membership cards, bonus point cards, discount cards, value-added cards, shoes coupons, soup coupons, drink coupons, food coupons (except the purchase of mooncake coupons, ice cream mooncake coupons, Chinese New Year pastry coupons, rice dumpling coupons and Chinese preserved sausage coupons), cake cards and wedding coupons (including but not limited to cake cards, Chinese bridal cake cards, wedding vouchers and wedding coupons); the purchase or topping-up of Octopus cards / calling cards / value-added cards; payment services (any tuition fees, membership fees, monthly fees, telecommunication fees); the purchase of tickets (including concert tickets); the purchase of gold



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grains, bars or deposits for gold saving club) at the applicable merchants (“Applicable Merchants”) that accept UnionPay card at designated participating malls under Sun Hung Kai Properties (including: apm (Kwun Tong), Chelsea Heights (Tuen Mun), Chi Fu Landmark (Pok Fu Lam), East Point City (Tseung Kwan O), Harbour North (North Point), HomeSquare (Sha Tin), K-Point (Tuen Mun), Landmark North (L2-L5 merchants only) (Sheung Shui), Metroplaza (Kwai Fong), Metropolis Plaza (Sheung Shui), Mikiki (San Po Kong), MOKO (Mong Kok), New Jade Shopping Arcade (L1 and L3 merchants only) (Chai Wan), New Town Plaza (Sha Tin), Park Central (Tseung Kwan O), PopWalk (Tseung Kwan O), Tai Po Mega Mall (Tai Po), Tsuen Wan Plaza (Tsuen Wan), Tsuen Kam Centre and Grand City Plaza (Tsuen Wan), Uptown Plaza (Tai Po), V city (Tuen Man), V Walk (Nam Cheong), YOHO MALL (Yuen Long), YOHO MIX (Yuen Long), YOHO PLUS (Yuen Long) and Yuen Long Plaza (Yuen Long), “Participating Malls”). Please refer to the promotional website of SHKP Malls Gift Card at <https://bit.ly/3OfrE9b> for Applicable Merchants accepting SHKP Malls Gift Card. 33 Finance, Sun Hung Kai Properties and Participating Malls are not responsible for the loss caused by the rejection of SHKP Malls Gift Card at any Applicable Merchants due to any reason including the failure of accepting the SHKP Malls Gift Card via Applicable Merchants’ POS machine. SHKP Malls Gift Card is Sun Hung Kai Properties’ Private Label Gift Card, its transaction is not the same as other general credit / debit card transactions since the card can be only used in designated area (i.e. Applicable Merchants in Participating Malls). The SHKP Malls Gift Card cannot be used to settle online transactions. For any enquiries on SHKP Malls Gift Card, please call SHKP Malls Gift Card Customer Service Hotline (+852-3900 9888, 9am-6pm on Monday to Friday).

8. Each time the Cardholder uses SHKP Malls Gift Card for payment in Applicable Merchants at Participating Malls, the amount of each purchase with applicable fees and charges (if any) will be immediately deducted from the SHKP Malls Gift Card. SHKP Malls Gift Card has no minimum spending or change.
9. The associated fees and charges for SHKP Malls Gift Card are listed in the Fees and Charges Table published on 33 Finance’s website (www.33finance.com). By purchasing SHKP Malls Gift Card, Cardholder agrees that any applicable fees and charges will be debited directly from his / her SHKP Malls Gift Card. 33 Finance reserves the right to amend the fees and charges of the SHKP Malls Gift Card from times and such amendment will be announced and updated on 33 Finance’s website for a period of not less than 30 days. Cardholders should be bounded by the most updated fees and charges as stated in SHKP Malls Gift Card Fees and Charges Table on 33 Finance’s website if the Cardholders continue using or retaining the SHKP Malls Gift Card.



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Making a Payment with SHKP Malls Gift Card

10. An initial Personal Identification Number (“PIN”) is imprinted and covered by the silver scratch panel at the back of each SHKP Malls Gift Card. Cardholder must enter this initial / the most updated PIN to login 33 Finance Prepaid Card platform via 33 Finance’s mobile app (33 eWallet) or website at www.33finance.com. Cardholders are highly recommended to change the initial PIN upon card activation and update the PIN from time to time for security purposes.
11. Cardholder must present the original SHKP Malls Gift Card and enter the valid 6-digit PIN when settling payment in Applicable Merchants at Participating Malls.
12. Once the available balance in the SHKP Malls Gift Card has been fully utilized and dropped to zero, the relevant SHKP Malls Gift Card is no longer valid. Cardholders are suggested to cut the card into halves before disposal.

Available Balance Enquiry

13. 33 Finance will not issue any card statement, but Cardholders may apply for a detailed transaction record. A Detailed Transaction Record Fee that published on 33 Finance’s website applies and will be automatically deducted from the relevant SHKP Malls Gift Card at the end of the month.
14. Cardholders can check their card balance and transaction history free of charge by calling SHKP Malls Gift Card Customer Service Hotline, logging into 33 Finance’s mobile app or website, or visiting Designated Malls with Card Selling. Cardholder is responsible to notify 33 Finance of any error, omission and / or unauthorized transaction within 45 days of the transaction date. The transaction records will be considered as correct after the specified period. Cardholders are recommended to check their own transaction records regularly.

Loss and Theft of SHKP Malls Gift Card

15. SHKP Malls Gift Card will not be re-issued nor refunded with the remaining balance if the Card is being lost or stolen.

PIN and Card Replacement

16. The PIN of SHKP Malls Gift Card will not be re-issued and cannot be reset by 33 Finance after the relevant card is activated. In the event that the PIN is forgotten or irretrievable, Cardholder is required to apply for a replacement card. A Card Replacement Fee that published on 33 Finance’s website applies and will be deducted from the remaining balance of the replaced SHKP Malls Gift Card.



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17. In case of card malfunction which is not caused by the Cardholder, Cardholder can return the defective SHKP Malls Gift Card to us for replacement on or before the card expiry date for cancellation. No handling fee will be charged for this case.
18. If the SHKP Malls Gift Card is damaged due to misuse of the card, Cardholder can request to cancel and issue a replacement card by returning the relevant SHKP Malls Gift Card to 33 Finance on or before the card expiry date. Card Replacement Fee that published on 33 Finance's website applies and will be deducted from the remaining balance of the replaced SHKP Malls Gift Card.
19. The replacement card, if issued, will be in the amount of the available balance of the replaced SHKP Malls Gift Card in accordance with our records, after deducting any applicable fees and charges.
20. 33 Finance reserves the right to decline the issuance of a replacement card at any time at our discretion without prior notice.

Card Expiration

21. SHKP Malls Gift Card is valid for 12 months from the date of the card being purchased. The expiry date is printed on the card back as VALID THRU "MONTH / YEAR". Once the SHKP Malls Gift Card is expired, an Expired Card Management Monthly Fee will be charged and deducted from the remaining balance of the relevant SHKP Malls Gift Card on a monthly basis until the card balance is been fully depleted. Cardholders may request to retrieve the remaining balance available in Hong Kong Dollars after the card expiration date, as stated in Clause 25, while Card Redemption Fee that published on 33 Finance's website applies.
22. Merchant refund arrangement is subject to the refund policy and respective terms and conditions and processing lead times of Applicable Merchants. All merchant refunds must be completed within the validity period of the relevant SHKP Malls Gift Card. Applicable Merchants reserve the right not to accept or refund to expired SHKP Malls Gift Cards. Please contact Applicable Merchants directly for details.

Exclusion of Liability

23. 33 Finance will not be responsible or liable for any refusal by any merchants in accepting SHKP Malls Gift Card for payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between the Cardholder and the merchant. 33 Finance will not be liable for any losses or damages that the Cardholder or any third party may suffer in connection with or arising from the SHKP Malls Gift Card.



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Termination / Redemption

24. For any fraud or deceiving actions, 33 Finance reserves the right at any time to terminate Cardholders' use of SHKP Malls Gift Card and / or any services offered or to reject any transaction without giving any prior notice or reason. 33 Finance shall not be liable for any losses or damages of whatever nature which you may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, Cardholder should return the SHKP Malls Gift Card to 33 Finance's office on demand.
25. Cardholders are encouraged to spend all the remaining balance in the SHKP Malls Gift Card before the card expiration date. Or you may terminate the card services and apply balance redemption at any time before and after the expiration date of the SHKP Malls Gift Card by (i) visiting 33 Finance's office in person, (ii) completing a Card Cancellation Form with valid identification proof and (iii) returning the relevant SHKP Malls Gift Card. Card Redemption Fee will be applied and deducted from the remaining balance of the relevant SHKP Malls Gift Card. Redemption application will not be processed if the balance of the relevant SHKP Malls Gift Card is equal to or below the Card Redemption Fee. A cheque for the remaining balance after deducting the associated fees will be sent to the Cardholder within one month after the claim.

Personal Data

26. Cardholders agree that 33 Finance can use any personal information in accordance with policies and practices use and disclosure of personal data as set out in the current Privacy Policy Statement (the "Statement") and you have read the Statements on 33 Finance's website.

Amendments

27. Sun Hung Kai Properties and 33 Finance reserve the right to amend these Terms and Conditions at any time with no less than 30 days' notice. Please refer to the most up-to-date Terms and Conditions on 33 Finance's website.
28. Cardholders shall constitute the acceptance of the amendments on the Terms and Conditions if retaining and using SHKP Malls Gift Card. All matters and disputes will be subject to 33 Finance's final decision.



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Law and Jurisdiction

29. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“Hong Kong”) and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

General Terms and Conditions

30. If any of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.

31. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Contact of 33 Financial Services Limited:

Website	https://www.33finance.com/
Office Address	Suite 710, 7th Floor, Ocean Centre, Harbour City, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Customer Service Hotline	3900 9888
Office Hours	9am to 6pm on Monday to Friday (except public holidays)



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33 Finance Prepaid Card Fees and Charges Table

SHKP Malls Gift Card

New Card Fee (per card)	Waived upon purchase
Card Replacement Fee (per card)	HK\$80
Card Redemption Fee (per card)	10% of the card face value or HK\$200 minimum (WHICHEVER IS THE HIGHER)
Detailed Transaction Record Fee (monthly record)	HK\$50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HK\$120
Balance Enquiry – IVRS (Interactive Voice Response System), Website, Mobile App	Free
Expired Card Management Monthly Fee (deducts from the remaining balance of the expired card monthly)	10% of the card remaining value or HK\$200 minimum (WHICHEVER IS THE HIGHER)