

## **Peak Galleria Fun Pass Campaign – Terms and Conditions**

1. This promotional / redemption event (the “**Event**”) is organized and operated under and part of the “hello Hang Lung Malls Rewards Program (hello 恒隆商場獎賞計劃)” (the “**hello Program**”), an integrated membership program managed and operated by Hang Lung Real Estate Agency Limited (“**HLREAL**”) (by itself and for and on behalf of Hang Lung Properties Limited) and which covers Peak Galleria which is situated at 118 Peak Road, Victoria Peak, Hong Kong (“**PG**”).
2. The Event is held during the period from 5 January 2023 to 31 March 2023 (both days inclusive) (the “**Period**”).
3. The terms and conditions (the “**hello Program T&C**”) of the hello Program which can be accessed via the “Hang Lung Malls App (恒隆商場手機應用程式)” (the “**Hang Lung Malls App**”) or at [www.hanglungmalls.com/en/tnc](http://www.hanglungmalls.com/en/tnc) apply to the Event, save that in the event of any discrepancy or inconsistency between (i) the hello Program T&C; and (ii) these Terms and Conditions, (ii) shall prevail. Unless otherwise defined, capitalized terms defined in the hello Program T&C shall have the same meanings when used in these Terms and Conditions.
4. The Event:
  - a) A member (the “**Member(s)**”) of the hello Program may subject to Section 4b) below redeem the Peak Galleria Fun Pass (the “**Fun Pass**”) by personally doing so at the concierge counter in PG (the “**Concierge Counter**”). The Fun Pass comprises conditional electronic shopping & dining coupons (the “**e-Coupon(s)**”) that can be used at selected merchants at PG. The types of e-Coupons that are included in the Fun Pass, the list of selected merchants at PG which such e-Coupons can be used at and the terms and conditions of such e-Coupons shall be subject to change from time to time without prior notice. Please refer to the terms and conditions of the e-Coupons.
  - b) Each Member is entitled to redeem one (1) Fun Pass once per period as described in the schedule below:

<b>Month</b>	<b>Redemption Periods</b>
January 2023	January 05 to 08/ January 09 to 15/ January 16 to 22/ January 23 to 31
February 2023	February 01-05/ February 06-12/ February 13-19/ February 20-28
March 2023	March 01-05/ March 06-12/ March 13-19/ March 20-26/ March 27-31

- c) The Fun Pass is only valid during the day on which it is redeemed and will not be reissued if expired.
5. The Fun Pass is available on a first-come, first-served basis while stocks last, and the grant or offer of the Fun Pass may be terminated accordingly without prior notice.
6. Separate terms and conditions prescribed by HLREAL and/or the selected merchants at PG may apply to the e-Coupons. For details, please refer to such terms and conditions.
7. The Fun Pass cannot be used in conjunction with any other promotional programs, offers, discounts, coupons, benefits, privileges and the like organized and operated under and part of the hello Program,

save that the Fun Pass and e-Coupons can be used in conjunction with the “Hang Lung E-shopping Coupons”. Terms and conditions on the use of such “Hang Lung E-shopping Coupons” apply separately. For details, please refer to such terms and conditions.

8. If applicable to the Event, all coupons / certificates / vouchers (electronic, digital or otherwise) to be granted or offered under the Event shall not be varied, returned, replaced, cancelled, transferred, resold, refunded or exchanged for cash or discount or other products.
9. HLREAL reserves the absolute right to suspend, vary or cancel any benefits, discounts, offers, privileges, promotions, rewards, services and the like (collectively, the “**Benefits**”) to be granted or offered under the Event at any time without any prior notice.
10. HLREAL may record the Event for marketing and promotional purposes and any other purposes it deems fit. Photos, videos, audio-records and any other types of medium taken of customers/Members (whether they participate in the Event or not and whether edited and with or without other persons or not) (collectively, the “**Materials**”) by or for and on behalf of HLREAL may be used, presented, published and disseminated in or through publications, newspapers, magazines, radio and television broadcasts, websites, mobile applications, emails, outdoor advertisements any other types of medium by HLREAL and/or third parties as authorized by HLREAL and may be transferred by HLREAL to any other third party it deems fit for the aforementioned purposes, without the payment of any remuneration, royalty payments or any fees to such customers/Members. HLREAL has the absolute right to use the Materials. All intellectual property rights and proprietary rights of the Materials shall at all times be wholly and absolutely owned by HLREAL and/or third parties as directed by HLREAL. Such customers/Members are deemed to agree, confirm, warrant and undertake that they shall wholly waive and forever abandon all rights to pursue and be estopped from pursuing any action, claim, right, demand and set-off against HLREAL arising out of, or in connection with, the use of the Materials in accordance with this Section 10, whether in contract, tort, at common law, in equity, under statute or otherwise, in whatsoever jurisdiction.
11. Unless any Benefits are expressly and specifically stated to be supplied / provided / manufactured by HLREAL, the Benefits are not supplied / provided / manufactured by HLREAL. HLREAL does not in any way warrant the quality and condition of or any other matters in connection with such Benefits and shall not be held liable for the same. HLREAL shall not be held legally liable for any direct or indirect claims, demands, costs, charges, expenses, losses, damages and compensations arising out of or relating to such Benefits (including but not limited to the loss of Benefits due to the deletion of the Hang Lung Malls App, the termination of a Member’s Membership, the change of contact details of a Member, the use of such Benefits by mistake, network or device failures or problems, technical errors or any other reason) and the Event.
12. HLREAL expressly welcomes its employees and staff members and its associated companies’ employees and staff members (collectively, the “**Staff**” and together with the Staff’s immediate family members, the “**Associated Persons**”) and their respective immediate family members to join as Members and participate in the hello Program and the Event. HLREAL may at its sole and absolute discretion and at any time amend this Section 17 and deny the Associated Persons the right to join as Members and participate in the hello Program and the Event.
13. All staff members of any Designated e-Coupon Pass Merchant may not participate in the Event.
14. HLREAL may at its sole and absolute discretion and at any time amend these Terms and Conditions or any aspect of the Event and/or withdraw or terminate the Event without prior notice.

15. In case of any dispute regarding the Event or these Terms and Conditions, HLREAL reserves the absolute right to make the final decision and the decision of HLREAL shall be final and conclusive.
16. By participating in the Event, customers/Members are deemed to have read, accepted and agreed to comply with these Terms and Conditions and accepted that HLREAL is entitled to the rights set out in such Terms and Conditions. In case of any breach of these Terms and Conditions, or HLREAL reasonably believes that dishonest or fraudulent conduct and/or acts have been committed by a customer/Member (including but not limited to using or abetting others to use inappropriate methods to affect, cause technical problems or disorder to, damage, interfere, interrupt or jeopardize the operation or any aspect of the Event or the hello Program), HLREAL has the sole and absolute discretion to immediately revoke the customer/Member's entitlement to any Benefits, demand and recover from any customer/Member the Benefits redeemed or equivalent value in cash, claim against the customer/Member for any damages and/or losses arising from or in connection with the above and pursue any legal action, without any prior notice.
17. Due to unforeseen circumstances, force majeure events and/or circumstances not under the control of HLREAL, including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, epidemics, riots, power failures and computer failure, HLREAL may at its sole and absolute discretion and at any time amend these Terms and Conditions or any aspect of the Event and/or withdraw or terminate the Event without prior notice. HLREAL accepts no liability for the aforementioned amendments, withdrawal and/or termination. Under such circumstances, in case of any dispute arising out of the Event or these Terms and Conditions, HLREAL reserves the absolute right to make the final decision and the decision of HLREAL shall be final and conclusive.
18. In case of discrepancies or inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## 「山頂廣場玩樂套票」條款及細則:

1. 是次“hello 恒隆商場獎賞計畫”推廣/兌換活動(下稱“活動”)是根據恒隆商場獎賞計畫乃由恒隆地產代理有限公司(由其本身及代表恒隆物業有限公司)管理及運作的綜合會員計畫之活動。由恒隆房地產代理有限公司(“HLREAL”)本身以及代表恒隆地產有限公司)經營,其涵蓋範圍包括「恒隆商場」指由恒隆經營且 hello 恒隆商場獎賞計畫涵蓋的若干商場,包括位於香港的山頂廣場。恒隆有權隨時更改適用商場名單而毋須事前通知。
2. 推廣活動在 2023 年 1 月 5 日至 3 月 31 日(包括首尾兩天)期間舉行。
3. 恒隆商場手機應用程式(“Hang Lung Malls App”)中或 <https://www.hanglungmalls.com/tnc> 上的恒隆商場獎賞計畫條款及細則同樣適用於本次活動,除非(i)恒隆商場獎賞計畫條款及細則之間存在任何差異或不一致,否則請予以保留;(ii)惟倘本條款及細則與恒隆商場獎賞計畫條款及細則有任何歧義,則以本條款及細則為準。除非另有定義,否則當恒隆商場獎賞計畫條款及細則中定義的術語被使用在此條款及細則時具有相同含義。
4. 活動詳情:
  - a) hello會員(hello 計畫的會員(“會員”)可能受以下第4b)條的約束)可到禮賓部換領山頂廣場玩樂套票,玩樂套票包括山頂廣場內指定商戶的電子優惠券,玩樂套票內的優惠券內容、參與活動的指定供應商名單及該電子優惠券的使用條款及細則會不定時進行更新而不會另行通知,請以最終領取到的電子優惠券內容為準。
  - b) 每位hello會員根據以下每周期可換領山頂廣場玩樂套票一次:

月(2023年)	換領周期
1月	1月05日至08日/1月09日至15日/1月16日至22日/ 1月23日至31日
2月	2月01日至05日/2月06日至12日/2月13日至19日/ 2月20日至28日
3月	3月01日至05日/3月06日至12日/3月13日至19日/ 3月20日至26日/3月27日至31日

- c) 山頂廣場玩樂套票只是用於套票換領當天使用,逾期將不會補發。
5. 山頂廣場玩樂套票數量有限。先到先得,換完即止。換罄後活動可即時終止而不會另行通知。
  6. 由 HLREAL 及/或 電子優惠券指定商戶所規定的條款及細則適用於各電子優惠券。詳情請參閱電子優惠券內的條款及細則。

7. 山頂廣場玩樂套票不能與 hello 會員計畫下的任何其他促銷計畫、優惠、折扣、優惠券、福利、特權等一起使用，但可與「恒隆電子購物禮券」同時使用。使用「恒隆電子購物禮券」的條款及細則另行適用。詳情請參閱恒隆電子購物禮券的條款及細則。
8. 活動中換領的電子或實體禮券 / 兌換券 / 優惠券均不可更改、退回、退換、取消、轉讓、轉售、退還或兌換現金、折扣或其他物品。
9. 恒隆保留權利隨時暫停、更改或撤銷任何推廣/兌換活動中的的權益、折扣、優惠、特權、促銷、獎勵、服務等，恕不另行通知。
10. 恒隆可拍攝部分活動情況，以作宣傳及推廣之用。相片及片段可用於報章、雜誌、電臺、電視、網站、手機應用程式、電郵、戶外廣告等。顧客同意恒隆可於任何媒體平臺使用、發佈、出版、散播本活動中包含顧客肖像的相片或影片，而不收取任何酬勞。任何是次活動之相片、影片、影像及記錄，恒隆均有絕對使用權。
11. 恒隆並不是商戶提供或從其購買的禮品、產品或服務的供應商或生產商，恒隆對商戶提供或從其購買的禮品、產品或服務的質素及任何其他事宜概不作出任何保證，亦不會負上任何責任。在法律准許的情況下，恒隆將免除一切有關是次活動所構成之法律責任及賠償。(包括但不限於刪除恒隆商場App、終止會籍、更改會員資料、錯誤使用該禮品、網絡或機器原因故障、技術原因等導致的損失。)
12. 恒隆歡迎其職工及其聯營公司職工(統稱「職工」及職工的直系親屬「關聯人士」)成為會員並參與活動。然而，為公平起見，關聯人士不得參與可能涉及手工干預的活動，包括但不限於：(i) 人手操作的幸運抽獎；(ii) 涉及主觀評估的活動；(iii) 涉及申請 / 贖回數量有限的特殊 / 限量版產品及可能屬於優惠的產品的活動；及(iv) 恒隆不時厘定的明確限制關聯人士參與的活動(請參閱有關活動的條款及細則)。
13. 為避免任何利益衝突，任何參與活動之指定購物及餐飲商戶及接受電子優惠券之商戶的職工不得參與此活動。
14. 恒隆有權按恒隆可能不時認為合適的有關條款及細則全權酌情轉讓、分派、收費、分包或以其他方式處置其在本條款及細則以及恒隆計畫下的任何權利或義務，而無需事先通知。
15. 解釋本條款及細則的權利歸屬於恒隆。倘有任何有關山頂廣場玩樂套票爭議，恒隆的決定應為最終結果且對有關各方具有約束力。
16. 凡參加本活動及使用恒隆商場手機應用程式(“Hang Lung Malls App”)即表示已閱讀並同意/接受由恒隆房地產代理有限公司(“HLREAL”)(同時以及代表恒隆房地產有限公司)造成的條款及細則約束。倘有關累計消費登記有誤或錯誤或因失實、不實或欺詐行為及/或行動而登記，或計入

該會員帳戶的有關hello積分登記有誤或錯誤或因失實、不實或欺詐行為及／或行動而登記，或倘該合資格交易已遭退款、撤回或取消，則恒隆有權取消或扣除任何會員的累計消費或任何會員的hello積分。

17. 基於不可預見的情況，不可抗力事件及/或非恒隆所控制的情況，包括但不限於上帝的行為、地震、火災、水災、戰爭、內亂或軍事騷擾、恐怖主義行為、破壞行為、罷工、瘟疫、暴動、電源故障和電腦故障，恒隆可行使其絕對酌情權不作任何通知於任何時候修改本條款及細則及活動的任何方面及/或取消或終止活動。恒隆對任何此類修改，取消及/或終止不承擔任何責任。在這種情況下，如有任何就活動或本條款及細則的爭議，恒隆所作的決定為最終及有約束力，並不可推翻。
18. 如本條款及細則之中、英文版本有任何歧異，一概以英文版本為準。