"hello Happy Mid-Autumn" Terms and Conditions

- 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 Fashion Walk which is situated at Great George Street / Paterson Street / Cleveland Street / Kingston Street, Causeway Bay ("Fashion Walk").
- 2. The Event is held from 23 September 2023 to 29 September 2023 (the "**Promotion 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**"), the "香港 hello 恒隆商場獎賞計畫 WeChat Mini Program" (the "**hello WeChat Mini Program**") or at <u>www.hanglungmalls.com/en/tnc</u> 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. Details of the Event

Event Mechanism

Redemption Venue: Concierge counter, G/F, Fashion Walk (the "**Redemption Venue**") **Redemption Time**: 8:00pm – 10:00pm (the "**Redemption Time**")

Upon conducting in accordance with the hello Program T&C a single Eligible Transaction with a transaction amount of HK\$100 or more at a Participating Merchant located at Fashion Walk after 8:00pm during the Promotion Period and personally presenting the corresponding machine-printed sales receipt and electronic payment slip (if for whatever reason, machine-printed sales receipts and/or electronic payment slips are not available and such are issued digitally, a screenshot or photo of the sales receipt and/or electronic payment slip will be accepted (provided it is clear)) to staff members of HLREAL at the Redemption Venue, a Member can redeem <u>one (1) B.Duck Paper Lantern</u> (the "**Reward(s**)"), subject to Sections 4(i) to 4(vi) below.

Each Member is entitled to redeem the Reward once only on each day during the Promotion Period.

- (i) A daily quota of 30 Rewards to be redeemed under this Event apply and they are available on a first-come, first-served basis, while stocks last.
- (ii) Subject to Section 4(iii) below, the stated transaction time and dine-in time on the sales receipt must be at or after 8:00pm. The sales receipt and/or electronic payment

slip must be presented to staff members of HLREAL at the Redemption Venue on the same day as the relevant Eligible Transaction.

- (iii) If the stated transaction time and dine-in time on the sales receipt is after 10:00pm, the sales receipt and/or electronic payment slip can be presented to staff members of HLREAL at the Redemption Venue on the next day, provided that there is still quota and such day is on a day during the Promotion Period.
- (iv) Each set of eligible sales receipt and electronic payment slip can be used to redeem one (1) Reward only.
- (v) A list of the Participating Merchants located at Fashion Walk and other relevant information will be displayed in the Hang Lung Malls App, the hello WeChat Mini Program and at <u>https://www.hanglungmalls.com/en/fashion-walk</u>.
- (vi) Eligible Transactions can also be conducted by Members with the benefits of other shopping privileges, including but not limited to those under "Birthday Bonus Point".
- 5. HLREAL may stamp all sales receipts, electronic payment slips and other documents which are presented in person at a concierge counter. All sales receipts and electronic payment slips which have been presented at a concierge counter (whether stamped or not) or uploaded through the Hang Lung Malls App or the hello WeChat Mini Program for registering Registered Spending, earning hello Points and/or for participating in the Event will not be accepted again for the same purpose.
- 6. Split payment receipts will not be accepted. Payment receipts issued by the same merchant for the same goods and services cannot be split into more than one (1) sale receipt and/or electronic payment slip. Therefore, the transaction amount on the sales receipts and the corresponding electronic payment slips must be the same.
- 7. If applicable to the Event, if an Eligible Transaction is paid by installments, only the transaction in respect of the first installment will entitle the Member to participate in the Event.
- 8. If applicable to the Event, all coupons / certificates / vouchers / rewards (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 or 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 statue 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 or the hello WeChat Mini Program, 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 12 and deny the Associated Persons the right to join as Members and participate in the hello Program and the Event.
- 13. HLREAL may at its sole and absolute discretion determine a customer's/Member's eligibility to receive any Benefits.

- 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.

「hello Happy Mid-Autumn」活動條款及細則

- 是次推廣/兌換活動(下稱 "活動")乃根據 hello 恒隆商場獎賞計劃(下稱 "hello 計劃")
 發出並由恒隆地産代理有限公司(由其本身及代表恒隆物業有限公司)管理及運作的綜 合會員計劃之活動。由恒隆房地產代理有限公司(本身以及代表恒隆地產有限公司)
 (下稱 "恒隆")經營,其涵蓋範圍包括「恒隆商場」指由恒隆經營且 hello 計劃涵蓋的若
 干商場,包括位於銅鑼灣記利佐治街/百德新街/加寧街/京士頓街的 Fashion Walk(下 稱 "Fashion Walk")。
- 2. 活動於 2023 年 9 月 23 日至 9 月 29 日 (包括首尾兩天)期間下稱 ("活動期間")舉行。
- 3. 恒隆商場手機應用程式("Hang Lung Malls App")、香港 hello 恒隆商場獎賞計劃微信小程序("香港恒隆微信小程序")中或 <u>https://www.hanglungmalls.com/tnc</u>上的 hello 計劃條款及細則同樣適用於是次活動,如(i)「hello 計劃條款及細則」與(ii)「本條款及細則」之間存有任何詮釋差異或不一致,則以(ii)本條款及細則為準。除非另有定義,否則當 hello 計劃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

獎賞換領

換領地點: Fashion Walk 地下賓客服務台 (下稱 "換領地點") 換領時間:晚上 8 時至晚上 10 時 (下稱 "換領時間")

於活動期間·hello 會員須以符合恒隆商場獎賞計劃條款及細則之合資格電子支付進行 消費·於 Fashion Walk 參與商戶於即日晚上 8 時後單一消費滿 HK\$100,並親身到 Fashion Walk 賓客服務台向職員出示即日合資格之機印銷售收據及相應電子簽帳存根方 可換領 **B.Duck 風琴紙燈籠一(1)個**(下稱 "獎賞")。並受以下 4(i) 至 4(iv) 條款約束。

每位 hello 會員於活動期間每日可換領以上獎賞一次。

- (i) 獎賞之每日名額為 30 個,名額有限,先到先得,換完即止。
- (ii) 會員須親身於換領地點向職出示即日合資格之機印銷售收據及相應電子簽帳存根方可 換領獎賞乙份,銷售收據須清楚例明交易時間或入座時間為晚上8時後。
- (iii) hello 會員憑顯示交易時間或入座時間為換領之前一天晚上 10 時後的銷售收據 (收據顯示之日期必須為活動推廣期內)·可於禮品限額尚未換罄的情況下於翌日補換領禮品。 除以上情況外·所有逾期之銷售收據一概不獲接納。
- (iv) 每套機印銷售收據及相應的電子簽賬存根只可用作登記換領獎賞一(1)份。

- (v) 參與商戶名單及其他相關資訊請瀏覽恒隆商場手機應用程式、香港恒隆微信小程序及 網頁 <u>https://www.hanglungmalls.com/fashion-walk</u>。
- (vi) 消費單據可同時參與商場其他活動包括但不限於「生日積分獎賞」等等。
- 每套機印銷售收據及相應的電子簽賬存根只可用作登記換領一次及由賓客服務台蓋上 印章以作識別。已於賓客服務台進行換領之單據(不論已蓋章與否)不能重覆使用。
- 分拆的付款收據將不被接受。同一商戶為同一商品和服務簽發的付款收據不能分割成 一張以上的銷售收據和/或電子付款單。因此,銷售收據上的交易金額和相應的電子 付款單必須相同。
- 任何消費如由商戶提供分期付款,而消費總額達指定金額,該消費只可於消費當日領 取及享受優惠。在支付每期分期付款時將不能用作換領、領取或享受優惠。
- 活動中換領的電子券或實體禮券 / 兌換券 / 優惠券 / 獎賞均不可更改、退回、退換、 退還、取消、轉讓、轉售或兌換現金、折扣或其他物品。
- 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(統稱"獎賞"), 恕不另行通知。
- 10. 恒隆可因應活動推廣用途及其認為合適的其他目的記錄活動。由恒隆或由恒隆授權第 三方代表恒隆在出版刊物、報章、雜誌、電台、電視、網站、手機應用程式、電郵、 戶外廣告或於任何媒體平台使用、發佈、出版、散播 · 恒隆亦可將是次活動之相片、 影片、影像及記錄分享給其認為適合上述目的第三方使用 · 而無需向顧客 / 會員支付 任何報酬、肖像使用費或任何其他費用 。 恒隆擁有是次活動之相片、影片、影像及記錄的絕對使用權。是次活動之相片、影片、影像及記錄的所有知識產權和其他相關權 利由恒隆和 / 或恒隆授權的第三方完全和絕對擁有。顧客 / 會員參與此活動會被視為 同意、確認、保證並承諾他們將完全放棄並永久放棄追究和被阻止追究因恒隆引起的 任何訴訟、索賠、權利、要求和抵消的所有權利,或與根據本第10節內文提及的活動 之相片、影片、影像及記錄使用有關,無論是在合同、侵權、普通法、衡平法、成文 法或其他方面的任何司法管轄法則。
- 11. 除特別註明外,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。(包括但不限於會員若因刪除恒隆商場手機應用程式/ 香港恒隆微信小程序、會員會籍終止、更改會員聯繫方式、錯誤使用優惠、任何因網 絡、電話或技術失誤或問題或任何其他原因)
- 12. 恒隆在此明確歡迎其員工、工作人員及其聯營公司員工及工作人員(統稱「員工」及

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員工的直系親屬「**關聯人士**」)以及其直系親屬參與本獎賞計劃和活動。恒隆有權隨時修改此條款 12 及限制關聯人士參與本獎賞計劃和活動。

- 13. 恒隆可在全權酌情下決定顧客 / 會員是否有資格獲得獎賞資格。
- 14. 恒隆可在全權酌情下隨時修改本條款及細則和 / 或撤回或終止此活動, 恕不另行通知。
- 15. 如因活動或本條款及細則而產生任何爭議,恒隆將保留最終決定權。
- 16. 透過參與此活動,顧客/會員被視為已閱讀、接受並同意遵守此條款及細則,並接受 恒隆享有該條款及細則中規定的權利。若違反本條款及細則,或發現該顧客/會員有 任何不誠實或欺詐的行為,恒隆擁有決定權可立即撤銷該顧客/會員享有獎賞的權利, 並有權要求從該顧客/會員取回與獎賞同等價值之賠償,並採取任何法律行動,恕不 另行通知。
- 17. 任何不可預見的情況、不可抗力事件和/或不受恒隆控制的情況,包括但不限於天災、
 地震、火災、洪水、戰爭、內亂或軍事動亂、恐怖主義行為、破壞、罷工、流行病、
 騷亂、電源故障和電腦故障,有權隨時修改本條款及細則和/或撤回或終止此電子券, 恕不另行通知。恒隆對任何此類更改、撤銷和/或終止不承擔任何責任。
- 18. 本條款及細則的英文版本與中文版本在文義上如有任何差異或不符之處,一概以英文版本為準。