"Personalized Calligraphy Agate Plate" 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 ("Peak Galleria").
- 2. The Event is held between 11 February 2023 and 12 February 2023 (both days inclusive) (the "Promotion Period").
- 3. The terms and conditions (the "hello Program T&C") of the hello Program, including but not limited to Sections 5 (*Eligible Transactions*) of the hello Program T&C, 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 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

Upon conducting in accordance with the hello Program T&C Eligible Transaction(s) with an aggregate transaction amount of HK\$300[^] or above at Participating Merchant(s) located at Peak Galleria, a Member can redeem <u>one (1) Personalized Calligraphy Agate Plate</u>, provided that such Eligible Transaction(s) are conducted during the Promotion Period (subject to Section 4(i) below).

The Personalized Calligraphy Agate Plates are available for redemption during the following period:

Date:	Saturday, 11 February 2023
	and
	Sunday, 12 February 2023
Time:	2pm – 5pm

[^]In order to reach the transaction amount threshold, a Member may conduct a maximum of three (3) Eligible Transactions and hence present at the Concierge Counter located at Peak Galleria a maximum of three (3) machine-printed sales receipts and corresponding electronic payment slips. The net transaction amount of each Eligible Transaction must be HK\$100 or above. If more than one (1) Eligible Transaction is conducted, each of the Eligible Transactions must be conducted at different merchants.

Each Member can redeem a maximum of <u>one (1) Personalized Calligraphy Agate Plate</u> per day from the Event.

(i) In order to redeem a Personalized Calligraphy Agate Plate, a Member must present the relevant sales receipt(s) and corresponding electronic payment slip(s) in respect of the

relevant Eligible Transaction(s) and other requested information at the Concierge Counter located at Peak Galleria on the same day as such Eligible Transaction(s), provided that the Eligible Transaction(s) are conducted during the Promotion Period. The Concierge Counter located at Peak Galleria is situated on the ground floor and is open from 10am to 10pm daily. A physical redemption pass for a Personalized Calligraphy Agate Plate will be provided and it must be presented at the location where the Personalized Calligraphy Agate Plate can be redeemed, as specified at the Concierge Counter located at Peak Galleria. The Personalized Calligraphy Agate Plates are available for redemption during a certain time period only (i.e. 2pm - 5pm) and as such, all steps specified herein must be completed before 5pm.

- (ii) A list of the Participating Merchants located at Peak Galleria and other relevant information will be displayed in the website of Peak Galleria at https://www.hanglungmalls.com and the Hang Lung Malls App.
- (iii) A total quota of 150 Personalized Calligraphy Agate Plates to be redeemed under this Event apply and they are available for redemption on a first-come, first-served basis while stocks last.
- 5. HLREAL may stamp all sales receipts and electronic payment slips 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 for registering Registered Spending, earning hello Points and/or participating in the Event will not be accepted again for the same purpose.
- 6. If applicable to the Event, split payment transactions (i.e. transactions with multiple payment receipts and/or electronic payment slips for the payment of the same goods, services or the like issued by the same merchant on the same day) shall be considered as one single transaction. 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 (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. Photos and videos may be used in newspapers, magazines, radio and television broadcasts, websites, mobile applications, emails and outdoor advertisements, etc. Customers/Members agree that HLREAL may use, present, publish or disseminate the photos or videos taken with the portraits of the customers/Members in any and all media, without any remuneration to such customers/Members. HLREAL has the absolute right to use any photos, films, videos and records of the Event.

- 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 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 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.

「手寫瑪瑙石片」推廣活動條款及細則

- 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,包括位於太平山山頂道118號的山頂廣場(統稱: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。
- 推廣活動於 2023 年 2 月 11 日至 2023 年 2 月 12 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")中或 <u>https://www.hanglungmalls.com/tnc</u>上的恒隆商場獎賞計劃條款及細則同樣適用於本次 活動,包括但不限於第5項(合資格交易),除非(i)恒隆商場獎賞計劃條款及細則之 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 計劃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,否則恒隆商場 獎賞計劃條款及細則中定義的大寫字語在這些條款和條件中使用時具有相同的含義。

4. 活動詳情

獎賞詳情

hello 會員必須根據以下第4項(i)登記合資格交易·並於活動期間·於山頂廣場參 與商戶以合資格之電子支付進行消費·並累積消費滿HK\$300[^]或以上·即可換領手 寫瑪瑙石片乙塊。

手寫瑪瑙石片於以下日期及時間可供換領:

日期:	2023 年 2 月 11 日(星期六)
	及
	2023 年 2 月 12 日(星期日)
時間:	2pm – 5pm

[^]相關之累積消費最多可包含 3 組由不同商戶發出之即日機印銷售收據及相應電子簽 賬存根,而每組消費金額必須為 HK\$100 或以上。會員須於山頂廣場賓客服務台登 記上述消費以換領實體換領證。合資格交易必須於活動當日並於活動開始前進行和 登記。

每位會員於活動期間每日最多可換領手寫瑪瑙石片乙塊。

- (i) 會員須於山頂廣場賓客服務台出示即日機印銷售收據及相應電子簽帳存根方可 換領手寫瑪瑙石片名額乙個。賓客服務台位於山頂廣場地下,服務時間由每日 上午 10 時至下午 10 時。會員須於活動當日親身前往山頂廣場賓客服務台出示 及登記其合資格交易以換領實體換領證,並攜同換領證於活動時間内到達指定 地點換領手寫瑪瑙石片。手寫瑪瑙石片換領只限於指定時段(2pm-5pm),如未 能於活動當日 5pm 前到指定地點換領獎賞,則當自動放棄論,不會獲補發。
- (ii) 指定商戶名單及其他相關資訊請參閱山頂廣場網頁
 <u>https://www.hanglungmalls.com/hang-lung-malls?mall=peak-galleria</u>及恒隆商 場手機應用程式。
- (iii) 整個活動期間手寫瑪瑙石片名額合共 150 份。每日名額有限,先到先得,換完 即止。
- 5. 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)或已於 hello 恒 隆商場獎賞計劃上傳之單據並登記 hello 積分之單據均不能重覆使用。
- 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,恕不另行通知。
- 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、電台、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台使用、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。
- 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、會員會籍終止、

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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 16 及限制關聯人士參與本獎賞計劃和活動。
- 13. 恒隆可全權酌情決定客戶/會員是否有資格獲得任何福利。
- 14. 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。
- 15. 恒隆有權隨時修改本條款及細則條款及細則和/或撤回或終止此活動,恕不另行通知。 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,該會員被視為已閱讀、接受並同意遵守此條款及細則條款及細則, 並接受恒隆地產代理有限公司享有該條款及細則中規定的權利。若違反本條款及細則 條款及細則,或該會員有任何不誠實或欺詐的行為,恒隆地產代理有限公司擁有決定 權可立即撤銷該會員使用本電子券的權利,有權要求從該會員取回與電子券同等價值 之賠償,並採取任何法律行動,恕不另行通知。
- 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。