## "Peak Galleria FUN Pass" – 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 July 1, 2024 to July 31, 2024 (both days inclusive)(the "Event 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 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

#### **Event Mechanism**

A Member can receive one (1) set of Peak Galleria FUN Pass (the "PG FUN Pass(es)") by personally scanning the redemption QR code at the Concierge Counter located in PG (the "PG Concierge Counter") with the Hang Lung Malls App or hello WeChat Mini Program.

Each set of PG FUN Pass comprises various Merchant Shopping and Dining e-Coupons (the "Merchant e-Coupon(s)") which can be used at various selected merchants located at PG. The types of Merchant e-Coupons that are included in the PG Fun Pass and the terms and conditions thereof shall be subject to change from time to time without prior notice. Members should refer to the terms and conditions of the Merchant e-Coupons actually received.

Each Member is entitled to receive a maximum of one (1) set of PG FUN Pass from the Event each calendar month within the Event Period.

- (i) The Merchant e-Coupons are valid until July 31, 2024 and will not be reissued after their expiry. Such coupons can be used at selected merchants located at PG. The list of selected merchants which such coupons can be used at, and the terms and conditions of such coupons shall be subject to change from time to time without prior notice. Please refer to the terms and conditions of such coupons for details.
- (ii) The PG Concierge Counter is open from 10:00 to 22:00 from Mondays to Sundays

(including public holidays) only.

- (iii) The Merchant e-Coupons cannot be used or enjoyed 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 they 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.
- 5. If applicable to the Event, 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 whichhave 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 participating in the Event will not be accepted again for the same purpose.
- 6. If applicable to the Event, split payment receipts will not be accepted. Payment receipts issued by the same merchant forthe 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 (electronic, digital or otherwise) / rewards 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, inequity, 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.

# 「山頂廣場玩樂套票」活動條款及細則

- 1. 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·包括位於山頂道118號的山頂廣場。
- 2. 此推廣活動於2024年7月1日至2024年7月31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、"香港hello恒隆商場獎賞計畫微信小程序"("hello微信小程序")中或https://www.hanglungmalls.com/tnc上的恒隆商場獎賞計劃條款及細則同樣適用於本次活動,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,否則當恒隆商場獎賞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

### 換領獎賞

於活動期間, hello會員於山頂廣場之賓客服務台(下稱"賓客服務台")以恒隆商場手機應用程式或hello微信小程序掃描兌換二維碼,即可換領一(1)套山頂廣場玩樂套票(下稱"玩樂套票")。

每套玩樂套票包含不同商戶餐飲及購物電子券(下稱"商戶電子券"),電子券可於 山頂廣場內指定商戶使用。玩樂套票包含的商戶電子券之內容及其使用條款及細則會 不定時進行更新而不會另行通知,請以最終領取到商戶電子券內容爲準。

每位 hello 會員於活動期內每個公曆月最多可換領一 (1) 套玩樂套票。

(i) 商戶電子券有效期至2024年7月31日,逾期無效,恕不補發。商戶電子券適用於山頂廣場指定商戶。商戶電子券內容、參與活動的指定供應商名單及該商戶電子券的使用條款及細則會不定時進行更新而不會另行通知,請以最終領取到的商戶電子券內容爲準,詳情請參閱商戶電子券。

- (ii) 山頂廣場賓客服務台服務時間為星期一至日(包括公衆假期)早上10時至晚上 10時。
- (iii) 商戶電子券不能與 hello 計劃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。
- 5. 如適用於此活動,每套機印銷售收據、相應的電子簽賬存根及其他相應的文件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。
- 6. 如適用於此活動,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。
- 7. 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。
- 8. 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。
- 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15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.** 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或hello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 17 及限制關聯人士參與本獎賞計劃和活動。
- 13. 恒隆可自行決定客人/會員是否合乎資格獲得獎賞。
- **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,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,或恒隆有理由相信客人/會員有任何不誠實或欺詐的行為(包括但不限於使用或教唆他人使用不正當或欺詐方法干擾本獎賞計劃和活動的運作,造成活動任何部份受到干擾、技術難題或故障,或任何危害、破壞或影響本活動的舉辦、誠信、公平或順利進行或偵察到任何不正常的數據傳送),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禮券同等價值之賠償,並保留追究權利向客戶/會員索取任何因上述情況而產生的損失及採取任何法律行動,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。