# "Peak Galleria Taste, Shop & Play" (Peak Galleria) 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 Peak Galleria which is situated at 118 Peak Road, Victoria Peak, Hong Kong ("Peak Galleria").
- 2. The Event is held during the period from September 7, 2024 to September 30, 2024 (both days inclusive)(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 www.hanglungmalls.com/en/tnc apply to the Event, save that in the event of any discrepancy or inconsistency between the hello Program T&C and these Terms and Conditions, the latter 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**

Upon conducting and successfully registering in accordance with the hello Program T&C one (1) or more Eligible Transactions at one (1) or more Participating Merchants located at Peak Galleria with an aggregate net transaction amount of HK\$1,000 or above, a Member can receive one (1) Peak Tram (Single) Ticket (the **"Peak Tram Ticket(s)**") (in the form of an e-Redemption Coupon).

Each Member is entitled to receive a maximum of one (1) Peak Tram Ticket only from the Event.

- (i) A total quota of 192 Peak Tram Tickets to be awarded under this Event apply and they are available on a first-come, first-served basis while stocks last.
- Participating Merchants located at Peak Galleria are listed at the Hang Lung Malls App, the hello WeChat Mini Program and <u>https://www.hanglungmalls.com/en/peak-galleria</u>.

- (iii) Eligible Transactions must be registered in accordance with the hello Program T&C
  (i.e. a Member must within seven (7) calendar days of the relevant transaction
  (inclusive of the day of the relevant transaction) register such Eligible Transaction).
  For illustration purposes, if the Eligible Transaction is conducted on September 30,
  2024, it must be registered on or before 11:59pm on October 6, 2024.
- (iv) Under normal circumstances, all sales receipts and the corresponding electronic payment slips will be approved within fourteen (14) calendar days from the registration thereof. After such approval, the rewards under this Event will be issued and reflected in the "My Wallet" session in the Hang Lung Malls App or the hello WeChat Mini Program.
- (v) Terms and conditions apply to the e-Redemption Coupons for Peak Tram Tickets and Peak Tram Tickets. For details, please refer to such terms and conditions.
- (vi) The e-Redemption Coupons for Peak Tram Tickets are valid for 14 days upon issuance and will not be reissued after their expiry.
- (vii) Members must personally present the e-Redemption Coupon for the Peak Tram Tickets at the concierge counter located at Peak Galleria to redeem the Peak Tram Tickets within the validity period of such e-Redemption Coupon. The concierge counter located at Peak Galleria is open from 08:00 to 22:00 from Mondays to Sundays (including public holidays) only and is located at G/F, Peak Galleria.
- (viii) The Peak Tram Tickets are not supplied by HLREAL. Any enquiries in relation to the Peak Tram Tickets and any other matters in connection therewith shall be directed to the relevant suppliers, Peak Tramways Company, Limited or The Peak Tower Limited.
- (ix) Eligible Transactions can also be conducted by Members with the benefit of other shopping privileges, including but not limited to those under "Free Parking offer" and "Birthday Bonus Point".
- 5. If applicable to the Event, HLREAL may stamp all sales receipts, electronic payment slips and other documents which are presented in person. All sales receipts, electronic payment slips and other documents which have been presented in person (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 can be used once only and will not be accepted again for the same purpose, unless otherwise stated.
- 6. If applicable to the Event, 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 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.

## 「山頂廣場食買玩」(山頂廣場)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,包括位於太平山山頂道118號的山頂廣場("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。
- 此推廣活動於 2024 年 9 月 7 日至 2024 年 9 月 30 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(下稱「恒隆商場App」)、香港hello恒隆商場獎賞計畫微信 小程序(下稱「hello微信小程序」)或https://www.hanglungmalls.com/tnc上的hello 恒隆商場獎賞計劃條款及細則(下稱「hello計劃條款細則」)同樣適用於是次活動, 如「hello計劃條款細則」與「本活動條款及細則」之間存有任何詮釋差異或不一致, 則以本活動條款及細則為準。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

#### 換領獎賞

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,並按照「登記要求」登記有關合資格交易,而當中必須包括於山頂廣場之一(1)間或以上參與商戶進行一(1)次或以上合資格交易,並於活動推廣期累積 消費滿HK\$1,000或以上,即可獲贈一(1)張山頂纜車(單程)車票(下稱"山頂纜車車 票")(以電子換領券形式發放)。

每位 hello 會員於活動推廣期內最多只可獲贈一 (1) 張山頂纜車車票。

- (i) 活動獲贈之山頂纜車車票名額為 192個,先到先得,換完即止。
- (ii) 山頂廣場指定的參與商戶名單以恒隆商場App、hello微信小程序及恒隆商場官方 網站(https://www.hanglungmalls.com/peak-galleria)顯示為準。
- (iii) 所有符合恒隆商場獎賞計劃條款及細則之合資格消費交易必須按照「登記要求」 登記有關合資格交易(即會員必須在相關交易的七(7)天內(包括相關交易之日) 登記該合資格交易),方可參與是此推廣活動。舉例說明,若合資格交易於2024

年9月30日進行,則交易記錄必須於2024年10月6日23:59或之前登記。

- (iv) 在一般情況下,所有銷售收據及相應的電子簽賬存根將在其登記後十四 (14) 天內 獲得批准。獲成功批核後,此活動之獎賞將會自動存入會員帳戶「我的錢包」內。 換領詳情請瀏覽恒隆商場手機應用程式或 hello 微信小程序上的指示。
- (v) 山頂纜車車票之電子換領券及山頂纜車車票受有關條款及細則約束。詳情請參閱 相關的使用條款及細則。
- (vi) 山頂纜車車票之電子換領券有效期為發出日期起 14日,逾期無效,恕不補發。
- (vii)會員必須親身前往山頂廣場賓客服務台出示山頂纜車車票之電子換領券以換領山 頂纜車車票。山頂廣場賓客服務台營業服務時間為星期一至日(包括公衆假期) 上午8時至晚上10時,並位於山頂廣場地下賓客服務台。
- (viii) 恒隆並非山頂纜車車票之供應商,所有有關山頂纜車車票的品質或服務,恒隆概 不負責。會員對山頂纜車車票的查詢,請聯絡山頂纜車有限公司或凌霄閣有限公司。
- (ix) 已獲成功批核之消費單據可同時參與其他推廣活動包括但不限於「泊車優惠」及「生日積分獎賞」等等。
- 5. 如適用於此活動,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。所 有單據及其他文件(不論已蓋章 與否)或已於恒隆商場 App 或 hello 微信小程序上傳 之單據並登記 hello 積分之單據均不能重覆使用作相同目的。
- 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。
- 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(電子·實體或其他形式)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。
- 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。

- 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。
- 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 12 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。
- 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。