

## “hello Ice Cream Day” 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).
2. The Event is held between 6 May 2023 and 7 May 2023 (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**”) 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. **Details of the Event**

Event Mechanism	
During the Promotion Period, a Member can redeem <b>one (1) scoop of ice cream</b> (the “ <b>Free Ice Cream</b> ”) by fulfilling the following conditions:	
Non-Member	Existing Member
a. Downloading the Hang Lung Malls APP and successfully registering as a new Member onsite.	a. Liking the hello Program’s Facebook fan page at “Hang Lung Malls” or following the hello Program’s Instagram account at “Hang Lung Malls” and posting/sharing a photo of ‘hello dollar Mister Softee Ice Cream Truck’ in the Member’s personal social media platform (either Facebook or Instagram); or b. presenting the Member’s Membership account number (on the condition that it contains the digit ‘2’) onsite; or c. referring a person who is not a Member to successfully register as a new Member onsite.
During the Promotion Period, a Member whose birthday month is May can redeem <b>one (1) extra lucky clover canned plant</b> (the “ <b>Canned Plant(s)</b> ”) by presenting his e-Card onsite.	
The Free Ice Cream and Canned Plants are available for redemption during the following periods only:	
Date:	Saturday, 6 May 2023 Sunday, 7 May 2023
Location:	Saturday, 6 May 2023: Grand Plaza, Mong Kok near Portland Street Sunday, 7 May 2023: Fashion Walk, Causeway Bay near Patterson Street
Time:	3:00pm – 6:00pm

Each Member can redeem a maximum of one (1) Free Ice Cream and one (1) Canned Plant only per day from the Event.

- (i) HLREAL may at its sole and absolute discretion request the Member to provide proof that he has complied with the conditions for redeeming a Free Ice Cream or Canned Plant.
  - (ii) A total quota of 600 units of Free Ice Cream to be redeemed under this Event apply and they are available for redemption on a first-come, first-served basis while stocks last.
  - (iii) A total quota of 600 Canned plants to be redeemed under this Event apply and they are available for redemption on a first-come, first-served basis while stocks last.
5. 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.
  6. All gifts 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.
  7. 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.
  8. 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 8, whether in contract, tort, at common law, in equity, under statute or otherwise, in whatsoever jurisdiction.
  9. 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.

10. 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 10 and deny the Associated Persons the right to join as Members and participate in the hello Program and the Event.
11. HLREAL may at its sole and absolute discretion determine a customer's/Member's eligibility to receive any Benefits.
12. 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.
13. 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.
14. 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.
15. 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.
16. In case of discrepancies or inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## 「hello 請你食雪糕」推廣活動條款及細則

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。
2. 推廣活動於 2023 年 5 月 6 日至 2023 年 5 月 7 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 <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	
活動期間，hello 會員符合以下任何一項資格，即可換領 <u>免費軟雪糕（下稱“免費軟雪糕”）一杯</u> ，詳情如下：	
新會員	現有會員
即場下載恒隆商場手機應用程式及登記成為新會員	<ol style="list-style-type: none"><li>1. 讚好 ‘Hang Lung Malls’ Facebook 專頁或追蹤 ‘Hang Lung Malls’ Instagram 帳戶並於個人社交平台分享與「hello dollar 專屬富豪雪糕車」合照</li><li>2. 會員編號數字包含「2」並即場出示其頁面</li><li>3. 推薦一位親友即場成為 hello 新會員</li></ol>
推廣期內，五月份生日之 hello 會員即場出示恒隆商場手機應用程式的會員電子賬戶頁面，可額外換領 <u>幸運草罐頭種子（下稱“罐頭種子”）一個</u> 。	
免費軟雪糕及罐頭種子可於以下日期及時間換領：	
日期：	2023 年 5 月 6 日(星期六) 2023 年 5 月 7 日(星期日)
地點：	2023 年 5 月 6 日(星期六) - 旺角雅蘭中心附近

	2023 年 5 月 7 日(星期日) - 銅鑼灣 Fashion Walk 百德新街附近
時間:	3:00pm – 6:00pm

每位會員於活動期間每日最多可換領**免費軟雪糕一杯及罐頭種子一個**。

- (i) 恒隆保留權利隨時要求會員提供符合換領條件之相關證明方可換領免費軟雪糕一杯及罐頭種子一個。
  - (ii) 整個活動期間免費軟雪糕換領名額各 600 個。每日名額有限，先到先得，換完即止。
  - (iii) 整個活動期間罐頭種子換領名額合共 600 個。每日名額有限，先到先得，換完即止。
5. 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。
  6. 活動中換領的禮品均不可更改、退回、退換、退還、取消、轉讓、轉售或兌換現金、折扣或其他物品。
  7. 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。
  8. 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 8 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。
  9. 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、

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)

10. 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第 10 節及限制關聯人士參與本獎賞計劃和活動。
11. 恒隆可全權酌情決定客戶/會員是否有資格獲得任何福利。
12. 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。
13. 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。
14. 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。
15. 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。
16. 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。