

## **K11 MUSEA Gift Card Terms and Conditions**

(for Private Label Cards with card numbers starting with 62 925100)

By accepting, purchasing or using the K11 MUSEA Gift Card (“K11 Gift Card”), issued by 33 Financial Services Limited (“33 Finance”), you agree to be bound by these Terms and Conditions below. “You”, “your” and “cardholder” refer to the person who has purchased and/or is using the K11 Gift Card.

### **Purchasing the K11 Gift Cards**

1. The K11 Gift Card is an anonymous and non-reloadable gift card. K11 Gift Cards are available in pre-determined denominations of HK\$200, HK\$500, HK\$1,000 and HK\$2,000 and custom denomination between HK\$200 and HK\$8,000, such supply is subject to availability.
2. The K11 Gift Cards are available for purchase at KLUB 11 Koncierge (G/F) from 10am to 10pm daily (subject to availability). Gentry Club members may also purchase the K11 Gift Cards at Gentry Club upon request.
3. Each person may only purchase up to five (5) K11 Gift Cards per transaction and subject to a total value of HK\$25,000 per calendar year. For bulk order / corporate purchase (exceeding 50 K11 Gift Cards and/or total value of HK\$25,001 or above), please email to [giftcard@k11musea.com](mailto:giftcard@k11musea.com) for further information.
4. Only Visa, MasterCard, UnionPay, JCB, Diners Club, FPS, PayMe, AliPayHK & WeChat Pay HK will be accepted for the payment of purchase K11 Gift Cards (K Dollars, consumption vouchers under the Hong Kong Government’s Consumption Voucher Scheme, gift vouchers and other means of redemption will not be accepted). All purchased K11 Gift Cards are non-refundable and non-returnable.
5. Spending for purchasing of K11 MUSEA Gift Cards is not eligible for K Points registration under the KLUB 11 Loyalty Programme. Eligible Transactions (as defined under the KLUB 11 Loyalty Programme Terms and Conditions) made by K11 MUSEA Gift Cards is eligible for K Points registration subject to the KLUB 11 Loyalty Programme Terms and Conditions.
6. The K11 Gift Card can only be used for payment for goods and services at the designated merchants of K11 MUSEA as listed on K11 MUSEA website (“Designated Merchants”), subject to the Designated Merchants’ final decision and judgement. The K11 Gift Card does not support making guarantee of payment at Designated Merchants. The K11 Gift Card is K11 MUSEA’s Private Label Card, its transaction is not the same as other general credit/debit card transactions. The K11 Gift Card cannot be used to settle online transactions. For any enquires on K11 Gift Card, please call 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm).
7. Each time you use the K11 Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from your K11 Gift Card.

8. The fees and charges listed in the K11 Gift Card Fees and Charges Table published on [www.33finance.com](http://www.33finance.com) are applicable to the K11 Gift Cards. By purchasing the K11 Gift Card, you agree that any applicable fees and charges can be debited directly from your K11 Gift Card. The most updated applicable fees and charges as stated in the K11 Gift Card Fees and Charges Table on [www.33finance.com](http://www.33finance.com) should be binding on the K11 Gift Card cardholder if the cardholder continues to use or retain the K11 Gift Card. Any such fees and charges may be varied subject to 33 Finance's notice for a period of no less than 30 days.

#### **PIN and making payment with the K11 Gift Card**

9. A Personal Identification Number ("PIN") is imprinted and covered by the silver scratch panel at the back of each K11 Gift Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm), logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com). It is highly recommended that the PIN is changed upon card activation and updated from time to time for security purposes.
10. At the time of payment, the cardholder must present the original K11 Gift Card and enter the relevant valid 6-digit PIN.
11. The PIN will not be re-issued and cannot be reset after the relevant K11 Gift Card has been activated. In the event that the PIN is forgotten or irretrievable, the cardholder must apply for a replacement card. A Card Replacement Handling Fee applies as outlined on the K11 Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).
12. Once the available credit in the K11 Gift Card has been fully utilized, the relevant K11 Gift Card is no longer valid.
13. No card statement will be issued, but cardholders may apply for a detailed transaction record by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm). A Detailed Transaction Record Fee applies which will be automatically deducted from the relevant K11 Gift Card at the end of the month.
14. Cardholders may check their card balance and transaction history free-of-charge by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm), logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com). It is the cardholder's responsibility to notify 33 Finance of any error, omission and / or unauthorized transaction within 45 days of the transaction date. The transactions shown will be considered as correct after the specified period. It is recommended that cardholders check their own transaction records frequently.
15. Merchant refunds are subject to the respective terms and conditions and processing lead times of Designated Merchants. All merchant refunds must be completed within the relevant K11 Gift

Card validity period. Merchant refunds will not be accepted or reimbursed into expired K11 Gift Cards. Please refer to Designated Merchants for details.

### **Card Replacement and Expiration**

16. In the event that the K11 Gift Card is lost or stolen, no replacement card will be issued and any remaining balance will not be refunded. A replacement of the K11 Gift Card will be issued free-of-charge only in the event of card malfunction. The cardholder must return the defective card to 33 Finance's office (Address: Suite 710, 7th Floor, Ocean Centre, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, from Mondays – Fridays, 9:00am – 6:00pm) in person before the card expiration date to be eligible for cancellation and replacement.
17. If the K11 Gift Card is damaged, a replacement card may be issued upon request provided that the K11 Gift Card is returned to 33 Finance's office in person on or before the card expiry date for cancellation. A Card Replacement Handling Fee will be deducted from the K11 Gift Card. Please refer to the K11 Gift Card Fees and Charges Table as stated on [www.33finance.com](http://www.33finance.com).
18. Cardholders may be asked to present a proof of identification for the issuance of a replacement card.
19. The replacement card will be in the amount of the remaining credit balance available of the returned defective K11 Gift Card in accordance with 33 Finance's records, including deductions of any applicable fees and charges.
20. 33 Finance reserve the right to decline the issuance of a replacement card at any time at their discretion without prior notice.
21. The K11 Gift Card is valid for 12 months from the date the card is purchased. The card expiry date is stated on the back of each K11 Gift Card as VALID THRU "MONTH / YEAR". Once the K11 Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the K11 Gift Card on a monthly basis until the card balance becomes has been fully depleted. Cardholders may request to retrieve any remaining balance available in Hong Kong Dollars after the card expiration date, as stated in Clause 24. A Card Redemption Fee applies as outlined on the K11 Gift Card Fees and Charges Table published on 33 Finance's website at [www.33finance.com](http://www.33finance.com).

### **Exclusion of Liability**

22. 33 Finance will not be responsible or liable for any refusal to accept the K11 Gift Card by any merchants for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between the cardholder and the merchant. 33 Finance will not be liable for any loss or damage that the cardholder or any third party may suffer in connection with or arising from the K11 Gift Card.

## **Termination / Redemption**

23. 33 Finance reserve the right to terminate the use of the K11 Gift Card and/or any services offered at any time or to reject any transaction without giving any prior notice or reason. 33 Finance shall not be liable for any losses or damages of whatever nature which the cardholder may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the K11 Gift Card is to be surrendered to 33 Finance's office on demand.
24. Cardholders are encouraged to spend the remaining balance in the K11 Gift Card before the card expiration date. However, the cardholder may terminate the card services and apply for the balance to be reimbursed in Hong Kong Dollars at any time before and after the relevant card expiration date. The cardholder must visit 33Finance's offices in person, to complete a Card Cancellation Form with a valid proof of identification and return the relevant K11 Gift Card. A Card Redemption Fee will be deducted from the remaining balance. Please refer to the K11 Gift Card Fees and Charges Table as stated on [www.33finance.com](http://www.33finance.com). Card redemption service will not be processed for any K11 Gift Cards with a balance equivalent to or below the applicable redemption fee. A cheque for the remaining balance will be sent to the cardholder within two months of the request.

## **Personal Data**

25. The cardholder agrees that 33 Finance may use any personal information provided in accordance with its policies and practices use and disclosure of personal data as set out in 33 Finance's current Privacy Policy Statement (the "Statement"). The cardholder agrees that he/she has read and agrees to the Statement from as stated on 33 Finance's website ([www.33finance.com](http://www.33finance.com)).

## **Amendments**

26. 33 Finance reserve the right to amend these Terms and Conditions at any time with no less than 30 days' notice. Please refer to 33 Finance's website ([www.33finance.com](http://www.33finance.com)) for the most up-to-date Terms and Conditions.
27. Retention or use of the K11 Gift Card after such amendments become effective shall constitute your acceptance of such amendments. All matters and disputes will be subject to 33 Finance's final decision.

## **Law and Jurisdiction**

28. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

**General**

29. If any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.
30. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.