

## ELEMENTS Dining Gift Card Terms & Conditions

By accepting, purchasing or using the ELEMENTS Dining Gift Card (“Dining 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 or redeemed and/or is using or otherwise holding the Dining Gift Card. In case of dispute and unless otherwise specified under these Terms and Conditions, MTR Corporation Limited (“MTR”) reserves the right of final decision on all matters, at any time without prior notice.

### Dining Gift Card

1. The Dining Gift Card is an anonymous and non-reloadable gift card, available in pre-determined denominations of HK\$500 and HK\$1,000.
2. The Dining Gift Card is available for purchase and redemption at the following ELEMENTS Concierges:

Locations	Opening hours
Concierge Counter, L2 Metal Zone, opposite DAMIANI	10:00am - 10:00pm (HKT), Mondays to Sundays

3. Each person may only purchase/hold Dining Gift Cards with a maximum total value of HK\$25,000 per calendar year. For bulk orders or corporate purchases (exceeding the total value of HK\$25,000), please email [ELEMKT@mtr.com.hk](mailto:ELEMKT@mtr.com.hk) for further information.
4. Only electronic payment (including Alipay HK, Mastercard, UnionPay, Visa Card, FPS (HKQR, Tap&Go, and BOC Pay), PayMe, and WeChat Pay, excluding overseas/international cards) will be accepted for purchasing the Dining Gift Card (ELEMENTS Gift Vouchers, ELEMENTS e-Vouchers and other means of redemption will not be accepted).
5. All purchased and redeemed Dining Gift Cards are non-refundable and non-returnable.
6. Unless otherwise specified by MTR, the Dining Gift Cards are issued, made available, distributed, and provided by 33 Finance, together with all related services and support. Any spending or payment on or for purchasing of Dining Gift Card is not eligible for ELEMENTS Points registration under the ELEMENTS Rewards Programme – ELEMENTS Rewards (“ELEMENTS Rewards”). Eligible Spending (as defined under the Terms and Conditions of ELEMENTS Rewards) made by Dining Gift Card is eligible for ELEMENTS Rewards Points registration subject to the Terms and Conditions of ELEMENTS Rewards.
7. The Dining Gift Card can only be used at the participating merchants of ELEMENTS accepting UnionPay Cards that are also listed on the ELEMENTS website, subject to the participating merchants’ final decision and judgment. The Dining Gift Card is the private label Gift Card of ELEMENTS, its transaction is not the same as other general credit/debit card transactions. **The Dining Gift Card cannot be used to settle online transactions.** For any inquiries on the Dining Gift Card, please call the 33 Finance Gift Card Customer Service Hotline.

8. Each time you use the Dining Gift Card for any payment, the amount of each purchase will be immediately deducted from the Dining Gift Card.
9. The fees and charges listed in the “Dining Gift Card Fees and Charges Table” published on the website [www.33finance.com](http://www.33finance.com) are applicable to the Dining Gift Card. By purchasing the Dining Gift Card, the cardholder agrees that any applicable fees and charges can be debited directly from the Dining Gift Card. The most updated applicable fees and charges as stated in the “Dining Gift Card Fees and Charges Table” on website [www.33finance.com](http://www.33finance.com) should be binding on the Dining Gift Card cardholder if the cardholder continues to use or retain the Dining Gift Card. Any such fees and charges may be varied subject to 33 Finance’s notice for not less than 30 days.

### **Making Payment with the Dining Gift Card**

10. A Personal Identification Number (“PIN”) is imprinted and covered by a silver scratch panel at the back of the Dining Gift Card. Cardholders must use this PIN to enter the 33 Finance Prepaid Card platform by calling 33 Finance’s Gift Card Customer Service Hotline or logging into 33 Finance’s mobile app (33 eWallet) to change the PIN immediately. It is highly recommended to change the PIN from time to time for security.
11. At the time of payment, the cardholder must present the Dining Gift Card and enter the relevant valid 6-digit PIN.
12. Once the available credit in the Dining Gift Card has been fully utilised and the balance has dropped to zero, the relevant Dining Gift Card is no longer valid. The cardholder is advised to cut the card into halves before disposal.

### **Available Balance Enquiry**

13. No card statement will be issued, but cardholders may apply for a detailed transaction record in physical copy by calling the 33 Finance Gift Card Customer Service Hotline. A Detailed Transaction Record Fee applies, which will be automatically deducted from the relevant Dining Gift Card immediately.
14. Cardholders may check their card balance and transaction history free of charge by calling the 33 Finance Gift Card Customer Service Hotline, 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 unauthorised transaction within 45 days of the transaction date. The transactions shown will be considered correct after the specified period. It is recommended that cardholders check their transaction records frequently.

### **Loss and Theft**

15. The Dining Gift Card will not be replaced or have the remaining balance refunded if it is lost or stolen.

## **PIN and Card Replacement**

16. The PIN will not be reissued and cannot be reset after the relevant Dining 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 Dining Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).
17. Replacement of an Dining Gift Card will be issued free-of-charge in case of card malfunction that is not caused by you and the defective card is returned to us on or before the card expiry date for cancellation.
18. If the Dining Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the Dining Gift Card is returned to the designated ELEMENTS Concierge or 33 Finance Gift Card Customer Service Team on or before the card expiry date for cancellation. The Card Replacement Handling Fee will be deducted from the Dining Gift Card. Please refer to the Dining Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).
19. Cardholders may be asked to present proof of identification for the issuance of a replacement card.
20. The replacement card, if issued, will be in the amount of the remaining credit balance available of the replaced Dining Gift Card in accordance with 33 Finance's records, including deductions of any applicable fees and charges.
21. 33 Finance reserves the right to decline the issuance of a replacement card at any time at their discretion without prior notice.

## **Expiry**

22. The Dining Gift Card is valid for 2 months from the date the card is purchased or redeemed at the designated ELEMENTS Concierge. The card expiry date is embossed and stated on the back of each Dining Gift Card as VALID THRU "MONTH / YEAR". Once the Dining Gift Card has expired, an Expired Card Management Fee will be charged monthly. The Expired Card Management Fee will be charged and deducted from the remaining balance of the Dining Gift Card on a monthly basis until the card balance has been fully depleted. Cardholders may apply for balance redemption after the expiration date of the Dining Gift Card (for the purchased Dining Gift Card only).
23. Merchant refunds are subject to the respective terms and conditions and processing lead times of participating merchants. All merchant refunds must be completed within the relevant Dining Gift Card validity period. Merchant refunds will not be accepted or reimbursed into the expired Dining Gift Cards. Please refer to participating merchants for details.

## **Exclusion of Liability**

24. Neither 33 Finance nor MTR will be responsible or liable for any refusal by any merchants to accept the Dining Gift Card 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. MTR and 33 Finance will not be liable for any losses or damages that the cardholder or any third party may suffer in connection with or arising from the Dining Gift Card.

### **Termination / Redemption**

25. 33 Finance reserves the rights at any time to terminate the use of the Dining Gift Card and/or any services offered 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 that you may suffer, whether directly or indirectly, as a result of such termination or disapproval. Upon termination, the Dining Gift Card is to be surrendered to 33 Finance Gift Card Customer Service on demand.
26. Cardholders are encouraged to spend the remaining balance in the Dining Gift Card before the card expiration date. However, you may terminate the card services and apply for balance redemption at any time before and after the expiration date of the Dining Gift Card (for the purchased Dining Gift Card only). The cardholder must visit 33 Finance's office in person, complete a Card Cancellation Form with identification proof and return the Dining Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance before cheque issuance. For the Dining Gift Card with a balance equal to or below the applicable redemption fee, no redemption will be processed. A cheque for the remaining balance will be sent to the cardholder within one month after the claim.

### **Personal Data**

27. Cardholders agree that MTR and 33 Finance can use any personal information in accordance with policies and practices applicable to their respective use and disclosure of personal data as set out in their respective current Privacy Policy Statements (the "Statement") and the cardholders agree he/she has read the Statement as stated on websites [https://www.elementshk.com/eng/elements/main/personal\\_statement](https://www.elementshk.com/eng/elements/main/personal_statement) and [www.33finance.com](http://www.33finance.com).

### **Amendments**

28. MTR and 33 Finance reserve the rights to amend these Terms and Conditions at any time with not 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.
29. Retention or use of the Dining Gift Card after such amendments become effective shall constitute the acceptance of such amendments. All matters and disputes relating to any amendment under sections 28 and 29 of these Terms and Conditions will be subject to 33 Finance's final decision.

## Law and Jurisdiction

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

## General

31. MTR is not a service provider to the Dining Gift Card transaction and bear no responsibility for any loss or damages arising from any transaction under the Dining Gift Card.
32. 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.
33. 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.

## Contact 33 Finance:

Website	<a href="https://www.33finance.com/">https://www.33finance.com/</a>
Office Address	Suite 710, 7th Floor, Ocean Centre, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Customer Service Hotline	3900 9833 / 3900 9888
Office Hours	Monday to Friday, 9:00 am to 6:00 pm (except public holidays)

**33 Finance Prepaid Card Fees and Charges Table**  
**ELEMENTS Dining Gift Card**

<b>New Card Fee (per card)</b>	Waived
<b>Card Replacement Fee (per card)</b>	HKD80
<b>Card Redemption Fee (per card)</b>	10% of the card's face value or min HKD200, WHICHEVER IS THE HIGHER
<b>Detailed Transaction Record Fee (by month)</b>	HKD50
<b>Transaction Verification and Transaction Proof Retrieval Fee (per transaction)</b>	HKD120
<b>Balance Enquiry via IVRS, 33 eWallet, or 33 Finance Website</b>	Free
<b>Expired Management Monthly Fee (deducts from the remaining balance of the expired card monthly)</b>	10% of the remaining balance or min HKD200, WHICHEVER IS HIGHER

(Version dated 14 April 2025)