

# LANDMARK

## LANDMARK Gift Card

By accepting, purchasing or using the LANDMARK Gift Card (“LANDMARK 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 LANDMARK Gift Card. In case of dispute, Hongkong Land Limited (incorporated in Bermuda with limited liability) (“Hongkong Land”) reserves the right of final decision on all matters, at any time without prior notice.

### The LANDMARK Gift Card

1. LANDMARK Gift Card is an anonymous and non-reloadable gift card. LANDMARK Gift Card is available in pre-determined denominations of HK\$1,000 and HK\$5,000 values.
2. The LANDMARK Gift Card is available for purchase at Concierge, 2/F, LANDMARK ATRIUM (next to Gloucester Tower) on Monday-Saturday: 8am-7:30pm; Sunday & Public Holidays: 10am-7:30pm (subject to availability).
3. Each person may only purchase LANDMARK Gift Card with a maximum total value of HK\$25,000 per calendar year. Only electronic payment (including Visa, MasterCard, UnionPay, FPS, Payme, AliPayHK & WeChat Pay HK, excluding EPS, Octopus & AMEX) will be accepted for the payment of purchase LANDMARK Gift Card (BESPOKE reward points, consumption vouchers under the Hong Kong Government’s Consumption Voucher Scheme, gift certificates and other means of redemption will not be accepted). All purchased LANDMARK Gift Card is non-refundable and non-returnable.
4. Any spending or payment on or for purchasing of LANDMARK Gift Card is not eligible for Reward Points registration under the LANDMARK BESPOKE Programme. Qualified Spending (as defined under the LANDMARK BESPOKE Programme Terms and Conditions) made by LANDMARK Gift Card is eligible for LANDMARK BESPOKE Programme Reward Points registration subject to the LANDMARK BESPOKE Programme Terms and Conditions.
5. The LANDMARK Gift Card can only be used for payment for goods and services at the participating merchants of LANDMARK as listed on LANDMARK website (“participating merchants”) accepting UnionPay Card, subject to the participating merchants’ final decision and judgement. The LANDMARK Gift Card does not support making guarantee of payment at participating merchants. LANDMARK Gift Card is LANDMARK’s Private Label Gift Card, its transaction is not the same as the standard UnionPay transaction. For any enquires on LANDMARK Gift Card, please call LANDMARK Gift Card Customer Service Hotline (3900 9833, from Monday-Friday: 9am-6pm).
6. Each time you use the LANDMARK Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the LANDMARK Gift Card.
7. The fees and charges listed in the LANDMARK Gift Card Fees and Charges Table published on website [www.33finance.com](http://www.33finance.com) are applicable to the LANDMARK Gift Card. By purchasing the

# LANDMARK

LANDMARK Gift Card, the cardholder agrees that any applicable fees and charges can be debited directly from the LANDMARK Gift Card. The most updated applicable fees and charges as stated in the LANDMARK Gift Card Fees and Charges Table on website [www.33finance.com](http://www.33finance.com) should be binding on the LANDMARK Gift Card cardholder if the cardholder continues to use or retain the LANDMARK Gift Card. Any such fees and charges may be varied subject to 33 Finance's notice for a period of not less than 30 days.

## **Making payment with the LANDMARK Gift Card**

8. A Personal Identification Number ("PIN") is imprinted and covered by silver scratch panel at the back of the LANDMARK Gift Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling LANDMARK 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) to change the PIN immediately. It is highly recommended to change the PIN from time to time for the card security.

9. At the time of payment, the cardholder must present the LANDMARK Gift Card and enter the relevant valid 6-digit PIN.

10. Once the available credit in the LANDMARK Gift Card has been fully utilized and balance has dropped to zero, the relevant LANDMARK Gift Card is no longer valid. It is suggested the cardholder cut the card into halves before disposal.

## **Available Balance Enquiry**

11. 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. Detailed Transaction Record Fee applies which will be automatically deducted from the relevant LANDMARK Gift Card at the end of the month.

12. 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 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.

## **Loss and Theft**

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

## **PIN and Card Replacement**

14. The PIN will not be re-issued and cannot be reset after the relevant LANDMARK 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 LANDMARK Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).

# LANDMARK

15. Replacement of LANDMARK Gift Card will be issued free-of-charge in case of card malfunction which is not caused by you and the defective card is returned to us on or before the card expiry date for cancellation.

16. If the LANDMARK Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the LANDMARK Gift Card is returned to us on or before the card expiry date for cancellation. Card Replacement Handling Fee will be deducted from the LANDMARK Gift Card. Please refer to the LANDMARK Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).

17. Cardholders may be asked to present proof of identification for the issuance of a replacement card.

18. The replacement card, if issued, will be in the amount of the remaining credit balance available of the replaced LANDMARK Gift Card in accordance with 33 Finance's records, including deductions of any applicable fees and charges.

19. 33 Finance reserves the right to decline the issuance of a replacement card at any time at their discretion without prior notice.

## **Expiry**

20. The LANDMARK Gift Card is valid for 12 months from the date the card is purchased. The card expiry date is embossed and stated on the back of each LANDMARK Gift Card as VALID THRU "MONTH / YEAR". Once the LANDMARK 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 LANDMARK Gift Card on a monthly basis until the card balance becomes has been fully depleted. Cardholders may apply for balance redemption after the expiration date of the LANDMARK Gift Card.

21. 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 LANDMARK Gift Card validity period. Merchant refunds will not be accepted or reimbursed into expired LANDMARK Gift Cards. Please refer to participating merchants for details.

## **Exclusion of Liability**

22. 33 Finance will not be responsible or liable for any refusal by any merchants in accepting the LANDMARK 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. 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 LANDMARK Gift Card.

## **Termination / Redemption**

23. 33 Finance reserves the rights at any time to terminate the use of the LANDMARK Gift Card and / or any services offered or to reject any transaction without giving any prior notice or

# LANDMARK

reason. 33 Finance shall not be liable for any losses or damages of whatever nature which you may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the LANDMARK Gift Card is to be surrendered to us on demand.

24. Cardholders are encouraged to spend the remaining balance in the LANDMARK Gift Card before the card expiration date. However, you may terminate the card services and apply balance redemption at any time before and after the expiration date of the LANDMARK Gift Card. The cardholder must visit 33 Finance's office in person, complete a Card Cancellation Form with identification proof and return the LANDMARK Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For LANDMARK Gift Card with 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

25. Cardholders agree that 33 Finance can use any personal information in accordance with policies and practices use and disclosure of personal data as set out in current Privacy Policy Statement (the "Statement") and the cardholders agree he / she has read the Statement as stated on website [www.33finance.com](http://www.33finance.com). Hongkong Land may disclose the information collected to any person to whom Hongkong Land is required to make disclosure under the laws of Hong Kong.

## Amendments

26. Hongkong Land 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.

27. Retention or use of the LANDMARK Gift Card after such amendments become effective shall constitute the 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.

# LANDMARK

## 33 Finance Prepaid Card Fees and Charges Table LANDMARK Gift Card

Specifications	HKD Card
New Card Fee (per card)	Waived
Card Replacement Fee (per card)	HKD 80
Card Redemption Fee (per card)	10% of the card face value or min HKD200 WHICHEVER IS THE HIGHER
Detailed Transaction Record Fee (by month)	HKD 50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HKD 120
Balance Enquiry via IVRS, 33FS Website, 33FS e-Wallet	Free
Balance Enquiry via UNIONPAY ATM (per transaction)	HKD 5
Expired Management Monthly Fee (deducts from the remaining balance of the expired card monthly)	10 % of remaining balance or min HKD200 WHICHEVER IS THE HIGHER

[DATE: 20 Feb 2025]