

Lee Gardens Gift Card Terms & Conditions

(for Lee Gardens Private Label Gift Cards with card numbers starting with #62925105)

Lee Gardens Gift Card (“Lee Gardens Gift Card”) is issued and operated by 33 Financial Services Limited (“33 Finance”) which is a Stored Value Facility with Hong Kong Monetary Authority financial regulations. By accepting, purchasing or using the Lee Gardens Gift Card issued by 33 Finance, you agree to be bound by these Terms and Conditions. “You”, “your” and “cardholder” refer to the person who has purchased and / or is using the Lee Gardens Gift Card. These Terms and Conditions are administered by 33 Finance. In case of dispute, 33 Finance reserves the right of final decision on all matters, at any time without prior notice. Hysan Marketing Services Limited is 33 Finance’s co-branding partner for the Lee Gardens Gift Card.

The Lee Gardens Gift Card

1. Lee Gardens Gift Card is an anonymous and non-reloadable gift card. Lee Gardens Gift Card is available in pre-determined values of HKD500, HKD1,000, and HKD5,000 and custom denomination between HKD200 and HKD8,000 (corporate purchase only), subject to availability.
2. The Lee Gardens Gift Card is available for purchase at the Concierge at 1/F of Hysan Place: 11:00am - 10:30pm daily, or at other designated locations and hours announced from time to time.
3. Each person may only purchase Lee Gardens Gift Card with a maximum total value of HK\$25,000 per day. For bulk order / corporate purchases (exceeding total value of HK\$25,000 or above), please email to marketing@hysan.com.hk for further information.
4. Only electronic payment (including Visa, Mastercard, UnionPay, JCB, Diners Club, AlipayHK & WeChat Pay HK, excluding EPS, Octopus and AMEX) will be accepted for the payment of purchase of Lee Gardens Gift Card (Lee Gardens points, consumption vouchers under the Hong Kong Government’s Consumption Voucher Scheme, coupons / e-coupons, cash, cheques, and other means of payment or redemption will not be accepted). All purchased Lee Gardens Gift Card is non-refundable, non-returnable and non-exchangeable.
5. Any spending or payment for **purchasing** of a Lee Gardens Gift Card **is not eligible** for the Lee Gardens points registration under the Lee Gardens Loyalty Programmes, spending promotions or parking promotions. Eligible Transactions (as defined under the Lee Gardens Loyalty Programme Terms and Conditions) **made by Lee Gardens Gift Card is eligible** for Lee Gardens **points registration** subject to the Lee Gardens Loyalty Programme Terms and Conditions and **spending promotions / parking promotions** subject to the corresponding Terms and Conditions.
6. The Lee Gardens Gift Card can only be used for payment for goods and services at the designated merchants in Lee Gardens Area (including Lee Garden One to Six, Hysan Place, Lee Theatre Plaza, Leighton Centre, One Hysan Avenue (I.T HYSAN ONE) or Lee Gardens Neighbourhood (25 Lan Fong Road or 12 Pak Sha Road)) who accept UnionPay as the method of payment (“Participating Merchants”) as listed on the Lee Gardens website, subject to the Participating Merchants’ final decision and judgement. The Lee Gardens Gift Card does not support making a guarantee of payment at Participating Merchants. Lee Gardens Gift Card is Lee Gardens’ Private Label Card, and is not a general credit / debit card, and Lee Gardens Gift Cards can only be used in designated areas and with the Participating Merchants. The Lee Gardens Gift Card cannot be used to settle online transactions and not applicable to hy! online shop transactions. For any enquiries on Lee Gardens Gift Card, please call the 33 Finance Gift Card Customer Service Hotline (3900 9888, Monday-Friday 9:00am-6:00pm).
7. Each time you use the Lee Gardens Gift Card for any payment, the amount of each purchase, and fees and charges (if applicable), will be immediately deducted from the Lee Gardens Gift Card.
8. The fees and charges listed in the Lee Gardens Gift Card Fees and Charges Table in these Terms and Conditions or on 33 Finance’s website are applicable to the Lee Gardens Gift Card. By purchasing the Lee Gardens Gift Card the cardholder agrees that any applicable fees and charges can be debited directly from the Lee Gardens Gift Card. The most updated applicable fees and charges as stated in the Lee Gardens Gift Card Fees and Charges Table on 33 Finance’s website (www.33finance.com) is binding on the Lee Gardens Gift Card cardholder if the cardholder continues to use or retain the Lee Gardens Gift Card. Any such fees and charges may be varied by 33 Finance from time to time and 33 Finance will give prior notice on its website for a period of not less than 30 days.

Making a payment with the Lee Gardens Gift Card

9. A Personal Identification Number (“PIN”) is imprinted and covered by a silver scratch panel at the back of the Lee Gardens Gift Card. Cardholders must use this PIN to enter the 33 Finance Prepaid Card platform by calling the 33 Finance Customer Service Hotline (3900 9833 / 3900 9888, from Mondays–Fridays, 9:00am–6:00pm), logging into 33 Finance’s mobile app (33 eWallet) or visiting 33 Finance’s website (www.33finance.com). It is highly recommended that the PIN is changed by cardholder upon card activation and updated from time to time for security purposes.
10. At the time of payment, the cardholder must present the original Lee Gardens Gift Card and enter the relevant valid 6-digit PIN.
11. Once the available balance in the Lee Gardens Gift Card has been fully spent and becomes zero, the relevant Lee Gardens Gift Card is no longer valid. It is suggested that the cardholder destroys the card in a secured manner (e.g. cutting the card into halves) before disposal.

Available Balance Enquiry

12. No card statement will be issued for Lee Gardens Gift Card, but cardholders may apply for a detailed transaction record by calling the 33 Finance Gift Card Customer Service Hotline. A Detailed Transaction Record Fee applies which will be deducted from the relevant Lee Gardens Gift Card immediately. For Lee Gardens Gift Card with balance below the applicable Detailed Transaction Fee, no detailed transaction record will be proceeded. Please refer to the Lee Gardens Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance’s website (www.33finance.com).
13. Cardholders may check their card balance and transaction history free of charge by calling Lee Gardens Gift Card Customer Service Hotline (3900 9833 / 3900 9888), logging into 33 Finance’s mobile app (33 eWallet) or visiting 33 Finance’s website at 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. If no report has been made within 45 days of the transaction date, the transaction will be considered valid. It is recommended that cardholders check their own transaction records frequently.

Loss and Theft of Lee Gardens Gift Card

14. The Lee Gardens Gift Card will not be replaced or have the remaining balance refunded if it is lost or stolen.

PIN and Card Replacement

15. The PIN will not be re-issued and cannot be reset after the relevant Lee Gardens 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 will be applicable. Please see the Lee Gardens Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance’s website (www.33finance.com).
16. Lee Gardens Gift Card will be re-issued free of charge only in the event of card malfunction which is not caused by the cardholder and the defective card is returned to 33 Finance’s office (Address: Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong) in person on or before the card expiry date for cancellation.
17. If the Lee Gardens Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the Lee Gardens Gift Card is returned to 33 Finance’s office (Address: Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong) in person on or before the card expiry date for cancellation. Card Replacement Handling Fee will be deducted from the balance of the Lee Gardens Gift Card. Please refer to the Lee Gardens Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance’s website (www.33finance.com).
18. The balance of the replacement card, if issued, will be the same as the amount of the balance of the replaced Lee Gardens Gift Card in accordance with 33 Finance’s records, including deductions of all applicable fees and charges.
19. 33 Finance reserves the right to decline the issuance of a replacement card at any time at its discretion without prior notice.

Card Expiration

20. The Lee Gardens Gift Card is valid for 12 months from the date the card is issued. The expiry date is stated on the back of each Lee Gardens Gift Card as VALID THRU “MONTH / YEAR”. Once the Lee Gardens Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the Lee Gardens Gift Card on a monthly basis until the card balance becomes zero. Cardholders may request to retrieve any remaining balance (in Hong Kong Dollars) after the card expiration date, as stated in Clause 24. A Card Redemption Fee is applicable as outlined on the Lee Gardens Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance’s website at www.33finance.com.

21. 33 Finance and Hysan Marketing Services Limited do not guarantee and are not responsible for any refund/exchange services from Participating Merchants. For details, please contact the Participating Merchants directly in advance. Refunds/exchanges are provided by the Participating Merchants, which are solely responsible for any enquiry, claim, complaint, liability, and obligation whatsoever relating to the services provided. All the related services must be completed within the relevant Lee Gardens Gift Card validity period.

Exclusion of Liability

22. 33 Finance and Hysan Marketing Services Limited will not be responsible or liable for any refusal by any Participating Merchants in accepting the Lee Gardens 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 Participating Merchant. 33 Finance and Hysan Marketing Services Limited 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 Lee Gardens Gift Card.

Termination / Redemption

23. 33 Finance reserves the right to terminate the use of the Lee Gardens Gift Card and / or any services offered or to reject any transaction at any time without giving any prior notice or 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 Lee Gardens Gift Card is to be surrendered to 33 Finance’s office on demand.

24. Cardholders are highly recommended to spend the remaining balance in the Lee Gardens Gift Card before the card expiration date. However, the cardholder may cancel the Lee Gardens Gift Card and apply for balance redemption at any time before or after the expiration date of the Lee Gardens Gift Card. The cardholder must visit 33 Finance’s office in person, complete a Card Cancellation Form with valid identification proof and return the Lee Gardens Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. Please refer to the Lee Gardens Gift Card Fees and Charges Table in these Terms and Conditions or published on 33 Finance’s website (www.33finance.com). If the balance of the Lee Gardens Gift Card is 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 two months of the request.

Personal Data

25. The cardholders agree that 33 Finance and Hysan Marketing Services Limited may use their personal information in accordance with the policies as set out in 33 Finance’s Privacy Policy Statement and Hysan Group’s Privacy Policy Statement and the Personal Information Collection Statement (the “Statements”). By using the Lee Gardens Gift Card, the cardholders acknowledge that they have read, understood and accepted the terms of the Statements as provided on websites www.hysan.com.hk/privacy-policy-statement/ and www.33finance.com.

Amendments

26. 33 Finance reserves the right to amend these Terms and Conditions at any time with no less than 30 days’ notice on 33 Finance’s website (www.33finance.com). Please refer to 33 Finance’s website for the most up-to-date Terms and Conditions.

27. Retention or use of the Lee Gardens 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.

29. No person other than the cardholder, 33 Finance and Hysan Marketing Services Limited (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.

General

30. 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.

31. 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	https://www.33finance.com/
Office Address	Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Customer Service Hotline	3900 9833 / 3900 9888
Office Hours	Monday to Friday 9:00am to 6:00pm (except public holidays)

33 Finance Prepaid Card (Lee Gardens Gift Card) Fees and Charges Table

New Card Fee (per card)	Waived
Card Replacement Fee (per card)	HK\$80
Card Redemption Fee (per card)	10% of the card face value or HK\$200 minimum
Detailed Transaction Record Fee (per month's transaction record)	HK\$50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HK\$120
Balance Enquiry – IVRS, Website, Mobile App	Free
Expired Card Management Monthly Fee (deducts from the remaining balance of the expired card monthly)	10% of the remaining balance or HK\$200 minimum

Date: [September 2022]