Pacific Place Gift Card Terms & Conditions

(for Private Label Cards with card numbers starting with #232032)

By accepting, purchasing or using the Pacific Place Gift Card ("Pacific Place 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 Pacific Place Gift Card. In case of dispute, Swire Properties Limited reserves the right of final decision on all matters, at any time without prior notice.

The Pacific Place Gift Card

- Pacific Place Gift Card is an anonymous and non-reloadable gift card. Pacific Place Gift Card is available in pre-determined values of HKD500, HKD1,500, HKD3,000, HKD5,000 and HKD7,500 and custom denomination between HKD500 and HKD7,500, subject to availability.
- The Pacific Place Gift Card is available for purchase at the Concierge Desk (Level L2, near Burberry): 10:00 am-10:00 pm daily.
- Each person may only purchase Pacific Place Gift Card with a maximum total value of HK\$25,000 per day. For bulk order / corporate purchases (exceeding total value of HK\$25,001 or above), please email to giftcard@pacificplace.com.hk for further information
- 4. Only electronic payment (including Visa, Mastercard, UnionPay, JCB, Diners Club, AliPayHK & WeChat Pay HK, excluding Octopus & AMEX) will be accepted for the payment of purchase Pacific Place Gift Card (above points, consumption vouchers under the Hong Kong Government's Consumption Voucher Scheme, gift vouchers and other means of redemption will not be accepted). All purchased Pacific Place Gift Card is non-refundable and non-returnable.
- 5. Any spending or payment on or for purchasing of a Pacific Place Gift Card is not eligible for the above points registration under the Pacific Place Loyalty Programme above. Eligible Transactions (as defined under the Pacific Place Loyalty Programme above Terms and Conditions) made by Pacific Place Gift Card is eligible for above points registration subject to the Pacific Place Loyalty Programme above Terms and Conditions.
- 6. The Pacific Place Gift Card can only be used for payment for goods and services at the participating merchants of Pacific Place as listed on the Pacific Place website accepting Mastercard, subject to the participating merchants' final decision and judgement. The Pacific Place Gift Card does not support making a guarantee of payment at participating merchants. Pacific Place Gift Card is Pacific Place's Private Label Card, its transaction is not the same as other general credit/debit card transactions since the card can be only use in designated area. The Pacific Place Gift Card cannot be used to settle online transactions. For any enquiries on Pacific Place Gift Card, please call the 33 Finance Gift Card Customer Service Hotline (3900 9833/ 3900 9888, Monday-Friday 9:00am-6:00pm).
- Each time you use the Pacific Place Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the Pacific Place Gift Card.
- The fees and charges listed in the Pacific Place Gift Card Fees and Charges Table published on 33 Finance's website are applicable to the Pacific Place Gift Card. By purchasing the Pacific Place Gift

Card the cardholder agrees that any applicable fees and charges can be debited directly from the Pacific Place Gift Card. The most updated applicable fees and charges as stated in the Pacific Place Gift Card Fees and Charges Table on website www.33finance.com should be binding on the Pacific Place Gift Card cardholder if the cardholder continues to use or retain the Pacific Place 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 a payment with the Pacific Place Gift Card

- At the time of payment, the cardholder must present the original Pacific Place Gift Card.
- 10. Once the available balance in the Pacific Place Gift Card has been fully utilized and the balance has dropped to zero, the relevant Pacific Place Gift Card is no longer valid. It is suggested the cardholder cut the card into halves before disposal.

Available Balance Enquiry

- 11. A Personal Identification Number ("PIN") is imprinted and covered by a silver scratch panel at the back of the Pacific Place Gift Card. Cardholders must use this PIN to enter the 33 Finance Prepaid Card by calling the 33 Finance Gift Card 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 at 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.
- 12. 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. A detailed Transaction Record Fee applies which will be automatically deducted from the relevant Pacific Place Gift Card at the end of the month.
- 13. Cardholders may check their card balance and transaction history free of charge by calling Pacific Place Gift Card Customer Service Hotline, login 33 Finance's mobile app (33 eWallet) or website 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. The transaction shown will be considered as correct after the specified period. It is recommended that cardholders check their own transaction records frequently.

Loss and Theft of Pacific Place Gift Card

 The Pacific Place 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 by 33 Finance after the relevant Pacific Place 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 an outline on the Pacific Place Gift Card Fees and Charges Table published on 33 Finance's website www.33finance.com.
- 16. Replacement of Pacific Place Gift Card will be issued free-of-charge in case of card malfunction which is not caused by the cardholder and the defective card is returned to us on or before

- the card expiry date for cancellation.
- 17. If the Pacific Place Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the Pacific Place Gift Card is returned to us on or before the card expiry date for cancellation. Card Replacement Handling Fee will be deducted from the balance of the Pacific Place Gift Card. Please refer to the Pacific Place Gift Card Fees and Charges Table published on 33 Finance's website www.33finance.com.
- Cardholders may be asked to present their valid proof of identification for the issuance of a replacement card.
- 19. The replacement card, if issued, will be in the amount of the available balance of the replaced Pacific Place Gift Card in accordance with our records, including deductions of all fees and charges.
- 33 Finance reserves the right to decline the issuance of a replacement card at any time at our discretion without prior notice.

Card Expiration

- 21. The Pacific Place Gift Card is valid for 12 months from the date the card is purchased. The expiry date is stated on the card back of each Pacific Place Gift Card as VALID THRU "MONTH / YEAR". Once the Pacific Place Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the Pacific Place 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 25. A Card Redemption Fee applies as outlined on the Pacific Place Gift Card Fees and Charges Table published on 33 Finance's website at www.33finance.com.
- 22. 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 Pacific Place Gift Card validity period. Merchant refunds will not be accepted or reimbursed into expired Pacific Place Gift Cards. Please refer to participating merchants for details.

Exclusion of Liability

23. 33 Finance will not be responsible or liable for any refusal by any merchants in accepting the Pacific Place 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 Pacific Place Gift Card.

Termination / Redemption

- 24. 33 Finance reserves the rights at any time to terminate the use of the Pacific Place 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 which you may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the Pacific Place Gift Card is to be surrendered to us on demand.
- 25. Cardholders are encouraged to spend the remaining balance in the Pacific Place 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 Pacific Place Gift Card. The cardholder must visit 33 Finance's office in person, complete a Card Cancellation Form with valid identification proof and return the Pacific Place Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For Pacific Place Gift Card with the 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

26. Cardholders agree that Swire Properties Limited and 33 Finance can use any personal information in accordance with policies and practices use and disclosure of personal data as set out in the current Privacy Policy Statement (the "Statement") and you have read the Statements on websites https://www.swireproperties.com/en/privacy-policy.aspx and www.33finance.com.

Amendments

- 27. Pacific Place and 33 Finance reserves 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 for the most up-to-date Terms and Conditions.
- 28. Retention or use of the Pacific Place 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

29. 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

- 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 Office Address https://www.33finance.com/ Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon

Customer Service Hotline 3900 9833 / 3900 9888 Office Hours Monday to Friday 9:00a

Monday to Friday 9:00am to 6:00pm

(except public holidays)





Waived
HKD 80
10% of the card face value or HK\$200 minimum
HKD 50
HKD 120
Free
10% of the card face value or HKD 200 minimum



Pacific Place Gift Card Terms and Conditions
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Fees and Charges Table