

## SHKP Mall Gifting Card Terms & Conditions

(for Private Label Cards in designated SHKP Malls with card numbers starting with #62925104002)

By accepting or using the Sun Hung Kai Real Estate Agency Limited (“Sun Hung Kai Properties”) designated mall gift card (“SHKP Mall Gifting 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 is using the SHKP Mall Gifting Card. In case of dispute, SHKP designated malls reserve the right of final decision on all matters, at any time without prior notice.

### The SHKP Mall Gifting Card

1. SHKP Mall Gifting Card is an anonymous and non-reloadable gift card with pre-determined value of HK\$200.
2. Eligible Transactions (as defined under the Integrated Loyalty Programme – **The Point** Terms and Conditions) made by SHKP Mall Gifting Card are eligible for **The Point** points registration.
3. The SHKP Mall Gifting Card can only be used for payment for goods and services at the applicable merchants that accept UnionPay card of designated malls under New Town Plaza, YOHO Mall, Metroplaza, MOKO, Tsuen Wan Plaza, Uptown Plaza and HomeSquare (as listed on SHKP designated mall websites), subject to the participating merchants’ final decision and judgement. The SHKP Mall Gifting Card does not support making a guarantee of payment at participating merchants. SHKP Mall Gifting Card is SHKP designated malls’ Private Label Gift 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 SHKP Mall Gifting Card cannot be used to settle online transactions. For any enquiries on SHKP Mall Gifting Card, please call the 33 Finance Gift Card Customer Service Hotline (852-3900 9888, Monday to Friday 9:00am-6:00pm except Public Holidays).
4. Each time cardholder uses the SHKP Mall Gifting Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the SHKP Mall Gifting Card.
5. The fees and charges listed in the SHKP Mall Gifting Card Fees and Charges Table published on 33 Finance’s website are applicable to the SHKP Mall Gifting Card. By using the SHKP Mall Gifting Card, the cardholder agrees that any applicable fees and charges can be debited directly from the SHKP Mall Gifting Card. The most updated applicable fees and charges as stated in the SHKP Mall Gifting Card Fees and Charges Table on website [www.33finance.com](http://www.33finance.com) should be binding on the SHKP Mall Gifting Card cardholder if the cardholder continues to use or retain the

SHKP Mall Gifting 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 SHKP Mall Gifting Card**

6. A Personal Identification Number ("PIN") is imprinted and covered by the silver scratch panel at the back of each SHKP Mall Gifting Card. Cardholder shall use this PIN to enter the 33 Finance Prepaid Card platform by calling the 33 Finance Gift Card Customer Service Hotline (852-3900 9833, from Mondays to Fridays, 9:00am to 6:00pm except Public Holidays), logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com).
7. At the time of payment, the cardholder must present the original SHKP Mall Gifting Card and enter the relevant valid 6-digit PIN.
8. Once the available balance in the SHKP Mall Gift Card has been fully utilized and the balance has dropped to zero, the relevant SHKP Mall Gift Card is no longer valid. It is suggested the cardholder cut the card into halves before disposal.

### **Available Balance Enquiry**

9. 33 Finance will not issue any card statement, but cardholders may apply for a detailed transaction record by calling the 33 Finance Customer Service Hotline. A detailed Transaction Record Fee applies which will be automatically deducted from the relevant SHKP Mall Gifting Card at the end of the month.
10. Cardholders may check their card balance and transaction history free of charge by calling login 33 Finance's website at [www.33finance.com](http://www.33finance.com) or 33 Finance's mobile app (33 eWallet). 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 SHKP Mall Gifting Card**

11. The SHKP Mall Gifting Card will not be replaced or have the remaining balance refunded if it is lost or stolen.

### **PIN and Card Replacement**

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

13. Replacement of SHKP Mall Gifting 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.
14. If the SHKP Mall Gifting Card is damaged due to misuse, a replacement card may be issued upon request provided that the SHKP Mall Gifting Card is returned to 33 Finance on or before the card expiry date for cancellation. Card Replacement Handling Fee will be deducted from the balance of the SHKP Mall Gifting Card. Please refer to the SHKP Mall Gifting Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).
15. The replacement card, if issued, will be in the amount of the available balance of the replaced SHKP Mall Gifting Card in accordance with our records, including deductions of all fees and charges.
16. 33 Finance reserves the right to decline the issuance of a replacement card at any time at our discretion without prior notice.

## **Card Expiration**

17. The SHKP Mall Gifting Card's expiry date is printed on the card back of each SHKP Mall Gifting Card as VALID THRU "MONTH / YEAR". Once the SHKP Mall Gifting Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the SHKP Mall Gifting 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 21. A Card Redemption Fee applies as outlined on the SHKP Mall Gifting Card Fees and Charges Table published on 33 Finance's website at [www.33finance.com](http://www.33finance.com).
18. 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 SHKP Mall Gifting Card validity period. Merchants hold the right not to accept or refund to expired SHKP Mall Gifting Cards. Please refer to participating merchants for details.

## **Exclusion of Liability**

19. 33 Finance will not be responsible or liable for any refusal by any merchants in accepting the SHKP Mall Gifting 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 SHKP Mall Gifting Card.

## **Termination / Redemption**

20. For any fraud or deceiving actions, 33 Finance reserves the right at any time to terminate the use of the SHKP Mall Gifting 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 SHKP Mall Gifting Card is to be surrendered to us on demand.
21. Cardholders are encouraged to spend the remaining balance in the SHKP Mall Gifting 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 SHKP Mall Gifting Card. The cardholder must visit 33 Finance's office in person, complete a Card Cancellation Form with valid identification proof and return the SHKP Mall Gifting Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For SHKP Mall Gifting 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**

22. 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 the current Privacy Policy Statement (the "Statement") and you have read the Statements on websites [www.33finance.com](http://www.33finance.com).

## **Amendments**

23. SHKP designated malls 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.
24. Retention or use of the SHKP Mall Gifting 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**

25. 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

26.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.

27. 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 9888  
Office Hours Monday to Friday 9:00am to 6:00pm  
(except public holidays)

### 33 Finance Prepaid Card Fees and Charges Table

#### SHKP Mall Gifting Card

|  |   |
|--|---|
| New Card Fee (per card)  | Waived upon purchase                          |
| 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 card)   | HK\$50  |
| Transaction Verification and Transaction Proof Retrieval Fee   | 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 card face value or HK\$200 minimum |