

Times Square Gift Card Terms and Conditions

(for the Private Label Gift Card with number starts with 62 925101)

By accepting, purchasing or using the Times Square Gift Card (“TS 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 used the TS Gift Card. “We”, “us” and “our” refer to 33 Finance.

The TS Gift Card

1. TS Gift Card is an anonymous and non-reloadable Gift Card with a pre-determined value of not exceeding HKD8,000.
2. The TS Gift Card can only be used for payment for goods and services at outlets of Times Square (“merchants”) accepting UnionPay Card, subject to the merchants’ final decision and judgement. TS Gift Card does not support making guarantee of payment at merchants. TS Gift Card is Times Square’s Private Label Gift Card, its transaction is not the same as the standard UnionPay transaction. For any enquires on TS Gift Card transaction, please call Times Square Gift Card Customer Service Hotline.
3. Each time you use TS Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the card.
4. The fees and charges listed in the Times Square Gift Card Fees and Charges Table published on our website www.33finance.com are applicable to the TS Gift Card. You agree that we can directly debit the applicable fees and charges from your TS Gift Card. The most updated applicable fees and charges as stated in the Times Square Gift Card Fees and Charges Table on our website www.33finance.com should be binding on the TS Gift Card cardholder if the cardholder continues to use or retain the TS 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 TS Gift Card

5. A Personal Identification Number (“PIN”) is imprinted and covered by silver scratch panel at the back of the TS Gift Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling Times Square Gift Card Customer Service Hotline, login our mobile app, WeChat (Chinese version only) or website at www.33finance.com to change the PIN immediately. It is highly recommended to change the PIN from time to time for your card security.
6. At the time of payment, you must present the TS Gift Card and enter your 6 - digit PIN.
7. Once the available balance in the TS Gift Card has dropped to zero, the Card is no longer valid. We suggest the cardholder cut the card into halves before disposal.

Available Balance Enquiry

8. No card statement will be issued, but cardholder can apply for detailed transaction record. Detailed Transaction Record Fee applies which will be charged on each month’s transaction record.
9. You can check your TS Gift Card’s available balance by calling Times Square Gift Card Customer Service Hotline, login our mobile app, WeChat (Chinese version only) or website at www.33finance.com, no charges will be applied.

10. You can check your transaction history free-of-charge by calling Times Square Gift Card Customer Service Hotline, login our mobile app, WeChat (Chinese version only) or visiting our website at www.33finance.com. You should notify us of any error, omission and / or any transaction not authorized by you within 45 days of the transaction date. If you do not notify us within the specified period, the transactions shown will be considered as correct. We highly recommend cardholders to check their own transaction records frequently.

Loss and Theft of TS Gift Card

11. TS Gift 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 if it is forgotten. The cardholder needs to apply for a replacement card. Card Replacement Handling Fee applies.
13. Replacement of TS 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.
14. If the TS Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the TS Gift Card is returned to us on or before the card expiry date for cancellation. Card Replacement Handling Fee will be deducted from the TS Gift Card.
15. You will be asked to present your proof of identification for the issuance of a replacement card.
16. The replacement card, if issued, will be in the amount of the available balance of the replaced TS Gift Card in accordance with our record deducts all fees and charges.
17. We reserve the rights to decline the issuance of a replacement card.

Expiry

18. TS Gift Card is valid for 12 months from the date the card is purchased. The expiry date is embossed on the card face as VALID THRU “MONTH / YEAR”. Once the TS Gift Card is expired, an Expired Card Management Fee will be charged monthly. The Expired Card Management Fee will be deducted from the remaining balance of the TS Gift Card each month until the card becomes zero balance. Cardholder may apply for balance redemption after the expiration date of the TS Gift Card as stated in Clause 22.
19. We will not accept merchant refund to expired TS Gift Card, please ensure the refund is done before the Gift Card is expired.

Exclusion of Liability

20. We will not be responsible or liable for any refusal by any merchants in accepting the TS Gift Card for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between you and the merchant. We will not be liable to you in respect of any losses or damages that you or any third party may suffer in connection with or arising from the TS Gift Card.

Termination / Redemption

21. We reserve the rights at any time to terminate the use of the TS Gift Card and / or any services offered or to reject any transaction without giving any prior notice or reason. We 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 TS Gift Card is to be surrendered to us on demand.

22. You are encouraged to spend the remaining balance in your TS 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 TS Gift Card. You need to visit our office in person, complete a Card Cancellation Form with identification proof and return your TS Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For TS 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 you within one month after the claim.

Personal Data

23. You agree that we can use your personal information in accordance with our policies and practices use and disclosure of personal data as set out in our current Privacy Policy Statement (the “Statement”) and you have read the Statement from our website www.33finance.com.

Amendments

24. We reserve the rights to amend these Terms and Conditions at any time with not less than 30 days’ notice. Our website will display the current Terms and Conditions.
25. Retention or use of the TS Gift Card after such amendments become effective shall constitute your acceptance of such amendments. All matters and disputes will be subject to our final decision.

Law and Jurisdiction

26. 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

27. 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.
28. 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.

May 2020 (Version 1.1)

Times Square Gift Card | Fees and Charges Table

(Applicable to the Private Label Gift Card with number starts with 62 925101)

New Card Fee (per card)	Waived
Card Replacement Fee (per card)	HKD80
Card Redemption Fee (per card)	10% of the card face value or HKD200 minimum
Detailed Transaction Record Fee (per month's transaction record)	HKD50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HKD120
Balance Enquiry – IVRS, Website, Mobile App, WeChat (Chinese version only)	Free
Expired Card Management Monthly Fee (deducts from the remaining balance of the expired Gift Card monthly)	10% of remaining balance or minimum HKD80

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Enquiry: Please visit www.33finance.com, call Hotline (852) 21 18 8900 or visit Times Square Gift Card Service Counter on 2/F, Times Square, (next to the concierge)

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