

# ifc mall Gift Card Terms & Conditions (for ifc mall Private Label Gift Cards with card numbers starting with #62925106)

The ifc mall Gift Card ("ifc mall Gift Card") is issued and operated by 33 Financial Services Limited ("33 Finance") which is a Stored Value Facility subject to Hong Kong Monetary Authority financial regulations. By accepting, purchasing or using the ifc mall 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 ifc mall Gift Card. These Terms and Conditions are administered by 33 Finance. In case of any dispute, 33 Finance reserves the right of final decision on all matters, at any time without prior notice. International Finance Centre Management Co., Ltd. is 33 Finance's co-branding partner for the ifc mall Gift Card.

## The ifc mall Gift Card

- 1. The ifc mall Gift Card is an anonymous and non-reloadable gift card. It is available in pre-determined values of HK\$500, HK\$1,000, HK\$2,000, HK\$5,000 and HK\$8,000, and custom denominations between HK\$500 and HK\$8,000 for corporate customers only, subject to availability.
- The ifc mall Gift Card is available for purchase at ifc mall Concierge on Podium Level 1 (near Shop 1033) 10:00 - 20:00 daily, or at other designated locations and hours announced from time to time.
- 3. Each person may only purchase ifc mall Gift Cards with a maximum total value of HK\$25,000 per day. For bulk orders / corporate purchases, please email to marketing@ifc.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 purchase of the ifc mall Gift Card. (All ifc mall e-Gift Vouchers and e-Dining Vouchers, ifc mall 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 ifc mall Gift Cards are non-refundable, non-returnable and non-exchangeable.
- 5. Only one credit card or payment method will be accepted for each transaction of ifc mall Gift Card purchase.
- 6. Any spending or payment for the purchase of the ifc mall Gift Card, and spending with the ifc mall Gift Card, are not eligible for ifc Points registration under the CLUB ic Loyalty Programme, sales promotions or parking promotions.
- 7. The ifc mall Gift Card can only be used for payment for goods and services at the designated merchants in ifc mall who accept UnionPay as the method of payment ("Participating Merchants") as listed on the ifc mall website, subject to the Participating Merchants' final decision. Payment acceptance at the participating merchants of ifc mall is not guaranteed. The ifc mall Gift Card is ifc mall's Private Label Card, and is not a general credit / debit card, and ifc mall Gift Cards can only be used in ifc mall's Participating Merchants. The ifc mall Gift Card cannot be used to settle online transactions. For any enquiries on the ifc mall Gift Card, please call the 33 Finance Gift Card Customer Service Hotline (3900 9888, Monday-Friday 9:00 18:00).
- 8. When cardholders use the ifc mall Gift Card for any payment, the amount of each purchase, fees and charges (if applicable) will be immediately deducted from the ifc mall Gift Card.



9. The fees and charges listed in the ifc mall Gift Card Fees and Charges Table in these Terms and Conditions or on 33 Finance's website are applicable to the ifc mall Gift Card. By purchasing the ifc mall Gift Card, the cardholder agrees that any applicable fees and charges can be debited directly from the ifc mall Gift Card. The most updated applicable fees and charges as stated in the ifc mall Gift Card Fees and Charges Table on 33 Finance's website (www.33finance.com) is binding on the ifc mall Gift Card cardholder if the cardholder continues to use or retain the ifc mall 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 ifc mall Gift Card

- A Personal Identification Number ("PIN") is imprinted and covered by a silver scratch panel at the back of the ifc mall 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, 9:00 18:00), 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 the cardholder upon card activation and updated from time to time for security purposes.
- 11. At the time of payment, the cardholder must present the original ifc mall Gift Card and enter the relevant valid 6-digit PIN.
- 12. Once the available balance in the ifc mall Gift Card has been fully spent and becomes zero, the relevant ifc mall Gift Card is no longer valid. It is suggested that the cardholder destroys the card in a secure manner (e.g., cutting the card into halves) before disposal.

## **Available Balance Enquiry**

- 13. No card statement will be issued for the ifc mall Gift Car. Cardholders may apply for a detailed transaction record by calling the 33 Finance Gift Card Customer Service Hotline. A Detailed Transaction Record Fee applies and will be deducted from the relevant ifc mall Gift Card immediately. For ifc mall Gift Cards with a balance below the applicable Detailed Transaction Fee, no detailed transaction record will be provided. Please refer to the ifc mall Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website (www.33finance.com).
- 14. Cardholders may check their card balance and transaction history free of charge by calling the ifc mall 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 transactions within 45 days of the transaction date. If no report has been made within 45 days of the transaction date, the transactions will be considered valid. It is recommended that cardholders check their own transaction records frequently.

#### Loss or Theft of the ifc mall Gift Card

15. The ifc mall Gift Card will not be replaced and cardholders will not have the remaining balance refunded if the card is lost or stolen.

## PIN and Card Replacement



- 16. The PIN will not be re-issued and cannot be reset after the relevant ifc mall 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 ifc mall Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website (www.33finance.com).
- 17. The ifc mall Gift Card will be re-issued free of charge only in the event of card malfunction which is not caused by the cardholder and when 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.
- 18. If the ifc mall Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the ifc mall 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. A Card Replacement Handling Fee will be deducted from the balance of the ifc mall Gift Card. Please refer to the ifc mall Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website (www.33finance.com).
- 19. The balance of the replacement card, if issued, will be the same as the amount of the balance of the replaced ifc mall Gift Card in accordance with 33 Finance's records, including deductions of all applicable fees and charges.
- 20. 33 Finance reserves the right to decline the issuance of a replacement card at any time at its discretion without prior notice.

## **Card Expiration**

- 21. The ifc mall Gift Card is valid for 12 months from the date the card is issued. The expiry date is stated on the back of each ifc mall Gift Card as VALID THRU "MONTH / YEAR". Once the ifc mall Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the ifc mall 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 ifc mall Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website (www.33finance.com).
- 22. 33 Finance and International Finance Centre Management Co,. Ltd. 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 ifc mall Gift Card validity period.

## **Exclusion of Liability**

23. 33 Finance and International Finance Centre Management Co,. Ltd. will not be responsible or liable for any refusal by any Participating Merchants in accepting the ifc mall 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 International Finance Centre



Management Co,. Ltd. 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 ifc mall Gift Card.

## **Termination / Redemption**

- 24. 33 Finance reserves the right to terminate the use of the ifc mall 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 the cardholder may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the ifc mall Gift Card is to be surrendered to 33 Finance's office on demand.
- 25. Cardholders are recommended to spend the remaining balance in the ifc mall Gift Card before the card expiration date. However, the cardholder may cancel the ifc mall Gift Card and apply for the balance redemption at any time before or after the expiration date of the ifc mall Gift Card. The cardholders are required to visit 33 Finance's office in person, to complete a Card Cancellation Form with valid identification proof and return the ifc mall Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. Please refer to the ifc mall 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 ifc mall 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**

26. The cardholders agree that 33 Finance and International Finance Centre Management Co,. Ltd. may use their personal information in accordance with the policies as set out in 33 Finance's Privacy Policy Statement and International Finance Centre Management Co,. Ltd.'s Privacy Policy Statement and the Personal Information Collection Statement (the "Statements"). By using the ifc mall Gift Card, the cardholders acknowledge that they have read, understood and accepted the Terms & Conditions of the Statements as provided on the websites <a href="https://ifc.com.hk/en/privacy-policy/">https://ifc.com.hk/en/privacy-policy/</a> and <a href="https://ifc.com.hk/en/privacy-policy/">www.33finance.com</a>.

#### Amendments

27. 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 (<u>www.33finance.com</u>). Please refer to 33 Finance's website for the most up-to-date Terms and Conditions.

Retention or use of the ifc mall 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 International Finance Centre Management Co,. Ltd. (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 9:00 to 18:00 (except public holidays)

## 33 Finance Prepaid Card (ifc mall 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	НК\$50
(per month's transaction record)	
Transaction Verification and Transaction Proof Retrieval Fee	НК\$120
(per transaction)	
Balance Enquiry – IVRS, Website, Mobile App	Free
Expired Card Management Monthly Fee	10% of the remaining
(deducts from the remaining balance of the expired card monthly)	balance or HK\$200 minimum

Date: [20 Apr 2023]