## "hy! Power Up" - Terms and Conditions for Purchase of Merchant e-Vouchers

- 1. The promotion period is from 10am on 20 May 2022 while stocks last.
- 2. Merchant e-Vouchers can be purchased on hy! online platform during the promotion period. Terms and Conditions of hy! apply. Please refer to <u>hy! online platform</u> for details.
- 3. Customers must download the Lee Gardens App and register as Lee Gardens Club Member to purchase and use the Merchant e-Vouchers.
- 4. Each Lee Gardens Club Member can purchase a maximum number of two (2) Merchant e-Vouchers from the same dining merchant, UNIQLO, @cosme STORE and eslite per day; and five (5) Merchant e-Vouchers from the same retail merchant (except UNIQLO, @cosme STORE and eslite) per day.
- 5. Merchant e-Vouchers cannot be altered, cancelled and is not refundable nor redeemable for cash once purchased.
- 6. Merchant e-Vouchers are available with quotas and on a first-come, first-served basis while stocks last. The offer will be terminated accordingly without prior notice.
- 7. Customers purchasing Merchant e-Vouchers with designated Hang Seng Credit Cards are entitled to an extra 20% or 10% discount on the face value of all purchased e-Vouchers, i.e. enjoy 50% or 40% discount on the Merchant e-Vouchers. All offers are in limited quota, while stocks last. Customers shall settle the transaction with designated Hang Seng Credit Cards upon using the Hang Seng exclusive Merchant e-Voucher.
- 8. Designated Hang Seng Credit Cards refer to Hang Seng Credit Card, Affinity Card, Commercial Card, Business Card or Spending Card.
- 9. The Merchant e-Vouchers will expire and become invalid on 15 July 2022.
- 10. Merchant e-Vouchers are issued by the designated merchants, and only valid at the designated merchants in the 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). Merchant Terms & Conditions apply. For details, please refer to the full Terms & Conditions on the Lee Gardens App. The designated merchants shall be fully responsible for any customer enquiries, claims, and complaints whatsoever regarding the Merchant e-Vouchers. Members should contact the designated merchants immediately and directly if they have any issues/enquiries with the Merchant e-Vouchers.
- 11. Merchant e-Vouchers are stored in "My Wallet" section on the Lee Gardens App. Merchant e-Vouchers will become invalid after the expiry date, and the offer will be terminated accordingly. No refund or redemption for cash or compensation whatsoever will be given for any expired or unredeemed or unused Merchant e-Vouchers.
- 12. Merchant e-Vouchers cannot be altered, transferred, or exchanged for cash or other coupons or certificates of any value. No change or refund will be given when using Merchant e-Vouchers.
- 13. Customers must use Merchant e-Vouchers in person at the issuing designated merchants in the Lee Gardens Area.
- 14. Each Merchant e-Voucher is valid for a single use only. A limited maximum number of Merchant e-Vouchers held by the same Lee Gardens Club member (under a single Lee Gardens Club Member ID) can be used per merchant per transaction.
- 15. Purchases of Merchant e-Vouchers are not eligible for redemption of any cash coupons/gifts/free parking offers. The net amount of Merchant e-Vouchers payment is eligible for points registration. For transactions made using a Merchant e-Voucher, the eligible net spending after the value of the Merchant e-Voucher is deducted may be used to register points or redeem Lee Gardens parking offers/shopping rewards (if applicable) on the same day of spending. Terms and Conditions apply.
- 16. Only a maximum of 20% of net purchase can be settled by Lee Gardens Points for each hy! Power Up Merchant e-Voucher transaction. The balance must be settled with designated payment method.

- 17. The Merchant e-Vouchers cannot be used in conjunction with Lee Gardens Area Gift e-Certificates, Gift Certificates, e-Coupons or Coupons.
- 18. Internet access and a smartphone (iOS or Android) with the Lee Gardens App installed are required to access the Merchant e-Vouchers.
- 19. Customers are required to register as a Lee Gardens member to purchase Merchant e-Voucher(s). Members can access and use the Merchant e-Voucher(s) via Lee Gardens Mobile App or Club Avenue Mobile App.
- 20. The online transactions are processed via a third-party payment service provider. Only eligible payment methods will be accepted, including credit cards (Visa/Master credit cards only), WeChat Pay, Tap & Go, Fast Payment System (FPS), Octopus, PayMe, Apple Pay and Google Pay. By purchasing Merchant e-Vouchers, customers shall be deemed to have agreed and accepted that the transactions are subject to the Terms & Conditions of the payment service provider; customers' payment information will be collected, processed, and kept by the payment service provider; customers are solely and exclusively responsible for any losses or liabilities incurred or sustained by customers in making such transactions; and Hysan Marketing Services Limited shall not be responsible for any losses or liabilities in any event.
- 21. Customers are responsible for ensuring they have provided their correct mobile phone numbers, have properly installed the Lee Gardens App, and have internet access. Hysan Marketing Services Limited shall not be responsible for non-delivery of any Merchant e-Voucher or surprise offers arising from wrong information provided by customers or malfunctioning of the Lee Gardens App or internet access, or for any reason, and any relevant Merchant e-Vouchers or surprise offers will not be reissued.
- 22. Hysan Marketing Services Limited reserves the right to end or extend the above programme and/or to modify, revise or change any of these Terms & Conditions at any time, without any prior notice and without incurring any liability to any party whatsoever. Hysan Marketing Services Limited reserves the right of final decision in the case of any dispute.
- 23. No person other than the customer and Hysan (including 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 provisions of these Terms & Conditions.
- 24. Each member confirms that they have read, understood and accepted the Hysan Group's Privacy Policy Statement (available at <u>www.hysan.com.hk/privacy-policy-statement</u>) and the Personal Information Collection Statement during their membership registration. Each member also agrees to Hysan's use of their personal data in the manner and for the purposes described in the Privacy Policy Statement and the Personal Information Collection Statement. Hysan (including its agents) may require customers to provide proof of identity or other items of personal information, including but not limited to an individual's name and bank/credit card numbers, for the purpose of processing the offers, to verify the cardholder's eligibility or the validity or authenticity of the spending, and/or for internal administration and auditing purposes. If a member refuses to provide the relevant information, Hysan reserves the right to not process the redemption and/or offer.
- 25. Customers have the right to request access to their personal data held by Hysan and to request a correction of any personal data that is incorrect. Hysan has the right to charge a reasonable fee for processing and complying with a data access request. Requests for access or correction of a customer's personal data, or enquiries about Hysan's policies and practices in relation to personal data, should be made in writing to <u>data.officer@hysan.com.hk</u>.
- 26. In the case of any conflict or inconsistency between the English and Chinese versions of these Terms & Conditions, the English version shall prevail.

hy! Power Up Merchant e-Vouchers - Terms and Conditions for Use of Merchant e-Vouchers (Applicable for participating dining merchants, UNIQLO, @cosme STORE and eslite)

- 1. The Merchant e-Voucher will expire and become invalid on 15 July 2022.
- 2. Expired Merchant e-Vouchers will not be accepted. Expired, unused and unredeemed Merchant e-Vouchers will not be extended, refunded or exchanged for cash.
- 3. A maximum of two (2) Merchant e-Vouchers held by one Lee Gardens Club member (under a single Lee Gardens Club Member ID) can be used per transaction per merchant.
- 4. Customers cannot request the merchant to split the bill.
- 5. Each Merchant e-Voucher is valid for a single use only.
- 6. Some merchants may not allow Merchant e-Vouchers to be used in conjunction with other promotional offers. Merchant's Terms & Conditions apply. For details, please contact the respective merchant. Designated merchants shall be fully responsible for all enquiries, claims and complaints whatsoever by customers regarding the Merchant e-Vouchers. Members should contact the designated merchant immediately and directly in case there are any issues/enquiries with the Merchant e-Vouchers.
- 7. Merchant e-Vouchers are only valid at the designated issuing merchants specified during the purchase, and must be redeemed in person at the issuing designated merchants. Merchant e-Vouchers must be presented before payment, and cannot be applied retroactively.
- 8. Merchant e-Vouchers cannot be altered, transferred, or exchanged for cash or other certificates of any value. No change or refund will be given when using Merchant e-Vouchers.
- 9. Merchant e-Vouchers cannot be used in conjunction with Lee Gardens Area Gift e-Certificates, Gift Certificates, Discount e-Coupons, or Discount Coupons.
- 10. Merchant e-Vouchers are not valid for purchasing merchant coupons, cash coupons, gift cards or for stored-value card top-ups.
- 11. Merchants will not refund for transactions conducted using a Merchant e-Voucher.
- 12. Purchases of Merchant e-Vouchers are not eligible for points registration or redemption of any cash coupons/gifts/free parking offers. For transactions using a Merchant e-Voucher, the eligible net spending after deducting the value of the Merchant e-Voucher may be used to register points or redeem Lee Gardens parking offers/shopping rewards (if applicable) on the same day of spending. Terms & Conditions apply.
- 13. Internet access and a smartphone (iOS or Android) with the Lee Gardens App installed are required to access the Merchant e-Vouchers.
- 14. Customers are responsible for ensuring they have provided their correct mobile phone numbers, have properly installed the Lee Gardens App, and have internet access. Hysan Marketing Services Limited shall not be responsible for non-delivery of any Merchant e-Voucher or surprise offers arising from wrong information provided by customers, malfunctioning of the Lee Gardens App or internet access, or for any reason, and any relevant Merchant e-Vouchers or surprise offers will not be re-issued.
- 15. Merchant e-Vouchers will not be replaced if lost, damaged or stolen, and Hysan Marketing Services Limited shall not be liable for these incidents. Designated merchants will not accept damaged, scanned or photocopied Merchant e-Vouchers.
- 16. For enquiries, please call our Concierges: (852) 2907 5227 (Lee Garden One to Six) / (852) 2886 7222 (Hysan Place) / (852) 2886 7302 (Lee Theatre Plaza).
- 17. Hysan Marketing Services Limited reserves the right to end or extend the above programme and/or to modify, revise or change any of these Terms & Conditions at any time, without any prior notice, and without incurring any

liability to any party whatsoever. Hysan Marketing Services Limited reserves the right of final decision in the case of any dispute.

- No person other than the customer and Hysan (including 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 & Conditions.
- 19. Hysan Marketing Services Limited reserves the right to revise these Terms & Conditions without prior notice.
- 20. In the case of any conflict or inconsistency between the English and Chinese versions of these Terms & Conditions, the English version shall prevail.

<u>hy! Power Up Merchant e-Vouchers - Terms and Conditions for Use of Merchant e-Vouchers</u> (Applicable for participating retails merchants, except UNIQLO, @cosme STORE and eslite)

- 1. The Merchant e-Voucher will expire and become invalid on 15 July 2022.
- 2. Expired Merchant e-Vouchers will not be accepted. Expired, unused and unredeemed Merchant e-Vouchers will not be extended, refunded or exchanged for cash.
- 3. A maximum of five (5) Merchant e-Vouchers held by one Lee Gardens Club member (under a single Lee Gardens Club Member ID) can be used per transaction per merchant.
- 4. Customers cannot request the merchant to split the bill.
- 5. Each Merchant e-Voucher is valid for a single use only.
- 6. Some merchants may not allow Merchant e-Vouchers to be used in conjunction with other promotional offers. Merchant's Terms & Conditions apply. For details, please contact the respective merchant. Designated merchants shall be fully responsible for all enquiries, claims and complaints whatsoever by customers regarding the Merchant e-Vouchers. Members should contact the designated merchant immediately and directly in case there are any issues/enquiries with the Merchant e-Vouchers.
- 7. Merchant e-Vouchers are only valid at the designated issuing merchants specified during the purchase, and must be redeemed in person at the issuing designated merchants. Merchant e-Vouchers must be presented before payment, and cannot be applied retroactively.
- 8. Merchant e-Vouchers cannot be altered, transferred, or exchanged for cash or other certificates of any value. No change or refund will be given when using Merchant e-Vouchers.
- 9. Merchant e-Vouchers cannot be used in conjunction with Lee Gardens Area Gift e-Certificates, Gift Certificates, Discount e-Coupons, or Discount Coupons.
- 10. Merchant e-Vouchers are not valid for purchasing merchant coupons, cash coupons, gift cards or for stored-value card top-ups.
- 11. Merchants will not refund for transactions conducted using a Merchant e-Voucher.
- 12. Purchases of Merchant e-Vouchers are not eligible for points registration or redemption of any cash coupons/gifts/free parking offers. For transactions using a Merchant e-Voucher, the eligible net spending after deducting the value of the Merchant e-Voucher may be used to register points or redeem Lee Gardens parking offers/shopping rewards (if applicable) on the same day of spending. Terms & Conditions apply.
- 13. Internet access and a smartphone (iOS or Android) with the Lee Gardens App installed are required to access the Merchant e-Vouchers.
- 14. Customers are responsible for ensuring they have provided their correct mobile phone numbers, have properly installed the Lee Gardens App, and have internet access. Hysan Marketing Services Limited shall not be responsible

for non-delivery of any Merchant e-Voucher or surprise offers arising from wrong information provided by customers, malfunctioning of the Lee Gardens App or internet access, or for any reason, and any relevant Merchant e-Vouchers or surprise offers will not be re-issued.

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- 15. Merchant e-Vouchers will not be replaced if lost, damaged or stolen, and Hysan Marketing Services Limited shall not be liable for these incidents. Designated merchants will not accept damaged, scanned or photocopied Merchant e-Vouchers.
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- 18. No person other than the customer and Hysan (including 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 & Conditions.
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## <u>Merchant e-Vouchers (purchased with Hang Seng Credit Cards) -</u> <u>Terms and Conditions for Use of Merchant e-Vouchers</u> (Applicable for participating dining merchants, UNIQLO, @cosme STORE and eslite)

- 1. The Merchant e-Voucher will expire and become invalid on 15 July 2022.
- 2. Expired Merchant e-Vouchers will not be accepted. Expired, unused and unredeemed Merchant e-Vouchers will not be extended, refunded or exchanged for cash.
- 3. A maximum of two (2) Merchant e-Vouchers held by one Lee Gardens Club member (under a single Lee Gardens Club Member ID) can be used per transaction per merchant.
- 4. Customers cannot request the merchant to split the bill.
- 5. Each Merchant e-Voucher is valid for a single use only.
- 6. Some merchants may not allow Merchant e-Vouchers to be used in conjunction with other promotional offers. Merchant's Terms & Conditions apply. For details, please contact the respective merchant. Designated merchants shall be fully responsible for all enquiries, claims and complaints whatsoever by customers regarding the Merchant e-Vouchers. Members should contact the designated merchant immediately and directly in case there are any issues/enquiries with the Merchant e-Vouchers.
- 7. Balance must be settled using Hang Seng Credit Cards for the discounted e-Vouchers purchased with Designated Hang Seng Credit Cards.
- 8. Merchant e-Vouchers are only valid at the designated issuing merchants specified during the purchase, and must be redeemed in person at the issuing designated merchants. Merchant e-Vouchers must be presented before payment, and cannot be applied retroactively.
- 9. Merchant e-Vouchers cannot be altered, transferred, or exchanged for cash or other certificates of any value. No change or refund will be given when using Merchant e-Vouchers.

- 10. Merchant e-Vouchers cannot be used in conjunction with Lee Gardens Area Gift e-Certificates, Gift Certificates, Discount e-Coupons, or Discount Coupons.
- 11. Merchant e-Vouchers are not valid for purchasing merchant coupons, cash coupons, gift cards or for storedvalue card top-ups.
- 12. Merchants will not refund for transactions conducted using a Merchant e-Voucher.
- 13. Purchases of Merchant e-Vouchers are not eligible for points registration or redemption of any cash coupons/gifts/free parking offers. For transactions using a Merchant e-Voucher, the eligible net spending after deducting the value of the Merchant e-Voucher may be used to register points or redeem Lee Gardens parking offers/shopping rewards (if applicable) on the same day of spending. Terms & Conditions apply.
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Merchant e-Vouchers (purchased with Hang Seng Credit Cards) -<u>Terms and Conditions for Use of Merchant e-Vouchers</u> (Applicable for participating retails merchants, except UNIQLO, @cosme STORE and eslite)

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- 3. A maximum of five (5) Merchant e-Vouchers held by one Lee Gardens Club member (under a single Lee Gardens Club Member ID) can be used per transaction per merchant.



- 4. Customers cannot request the merchant to split the bill.
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To borrow or not to borrow? Borrow only if you can repay!