

Electric Vehicle Charging Service - Terms and Conditions

1. This Charging Station and Charging System are provided and installed by the third-party service provider for EV charging its electric vehicles at Hysan carpark.
2. Users undertake to comply with the "Owner's Manual" of your electric vehicles, and the "Owner's Manual" of the third-party service provider's electric vehicles in the operation of the Charging Station and/or Charging System.
3. Users are solely responsible for ensuring that the charging is carried out safely and to avoid any injury to any person or damage to property.
In particular, users must ensure that:
 - 3.1 The electric vehicle ("EV") is in good and safe condition and suitable to use the third-party service provider's Charging Station and/or Charging System;
 - 3.2 The charging cord for EV charging is intact;
 - 3.3 The charging cord has been safely plugged into the third-party service provider's Charging Station and/or Charging System before charging and the positioning of the cord does not create any hazards (including a tripping hazard) to other person(s) and property; and
 - 3.4 The charging cord has been disconnected from the third-party service provider's Charging Station and/or Charging System and has been properly stored in the EV before driving off.
4. Hysan Leasing Company Limited (collectively, "Hysan") has the final discretion on the use of parking spaces.
5. Charging is only allowed for EV parked at the designated EV parking space.
6. Users shall indemnify Hysan in respect of all losses, damages, claims and liabilities (including damages to property or injury or death of any person) arising out of or in connection with the act, omission, default or negligence of the users or the use of the third-party service provider's Charging Station and/or Charging System.
7. Hysan shall not be liable for any loss or damage to any motor vehicle or any of its accessories, fixtures, fittings or contents (whether such destruction or damage is caused by the act, omission, default or negligence of Hysan/the Manager or any other party otherwise) at any time whilst which motor vehicle is in use of and/or after the use of the third-party service provider's Charging Station and/or Charging System.
8. Hysan will not be liable (whether arising under statute, at Common Law or otherwise) for any liability and consequence caused by the use of the third-party service provider's Charging Station and/or Charging System. The owner and/or user of any motor vehicle shall be solely liable for and shall indemnify and hold Hysan/the Manager absolutely free and harmless from any liability.
9. The third-party service provider's Charging Station and/or Charging System is available on a first-come first-served basis. Hysan does not guarantee the availability of a third-party service provider's Charging Station and/or Charging System for owners and/or users of any EV.
10. Users agree that Hysan and/or the third-party service provider shall be entitled, at any time without notice, to restrict the use of the third-party service provider's Charging Station and/or Charging System and to modify the terms and conditions herein and/or the third-party service provider's "Owner's Manual" or its terms and conditions.
11. By parking at the parking space and/or using third-party service provider's Charging Station and/or

Charging System, users have agreed, understood and accepted all the above terms and conditions and that they use the third-party service provider's Charging Station and/or Charging System at their own risks.

12. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.
13. Users should contact the 24-hour hotline of the third-party service provider's Technical Support Team, in the event of failure of the Charging System.

Terms and Conditions of Free Parking Privilege

- The promotion period to redeem Free Parking Privilege is from 22 May 2024 until further notice. Customers may enjoy the below free parking privilege upon meeting designated same-day spending requirements by electronic payment or Octopus Card at designated locations of 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 Garden Neighbourhood (25 Lan Fong Road or 12 Pak Shaf Road)). Customer must become members of the Lee Gardens Membership Programme and download the Lee Gardens App. Customers may upload a maximum of 2 sets of same-day original machine-printed purchase receipt(s) with matching electronic payment sales slip(s). hy! members must upload the receipt with minimum spending amount of HK\$100. Customers should present their Octopus cards when entering a carpark (unless they have registered for Touchless Parking Service). Customers should ensure that the total spending amount meets the required threshold for free parking privilege redemption. Details are as follows:

Parking Location	Mon-Thur (except Public Holidays)		Fri, Sat, Sun & Public Holidays	
	Minimum Spending*	Free Parking	Minimum Spending*	Free Parking
Leighton Centre Car Park	HK\$200	3 Hours	HK\$300	3 Hours
Lee Garden One Car Park	HK\$400		HK\$600	
Lee Garden Two Car Park				
Lee Garden Three Car Park				
Hysan Place Car Park				

* Maximum 2 same day machine-printed receipts with matching electronic payment sales slips.

- Each original same-day single machine-printed receipt with matching electronic payment sales slip can only be used once for free parking redemption. Hysan Marketing Services Limited reserves the right to photocopy receipt(s) and payment sales slip(s) for verification purposes.
- The redemption is valid only for payments made by Octopus card or other electronic payments including credit card, debit card, UnionPay card, EPS, Credit card cash dollar, Alipay, Apple Pay, Google Pay, Samsung Pay, WeChat Pay and Union Pay App. Customers may also use their Lee Gardens Points for free parking redemption. Other modes of payment, including cash, cash coupons, merchant stored-value cards, mall or merchant coupons will NOT be accepted. Hysan Marketing Services Limited reserves the right to request users of Alipay, Apple Pay, Google Pay, Samsung Pay, WeChat Pay and Union Pay App to open the corresponding mobile apps for photo record and verification purposes, if necessary.
- To qualify for free parking redemption, customers must upload a maximum of 2 sets of original same-day electronic receipts (which indicate that transaction is made by electronic payment or Octopus Card) and corresponding matching electronic payment sales slips to the Lee Gardens App on the same day of purchase. The electronic payment sales slips should be issued by designated retail shops, restaurants or fitness centres at designated location in the Lee Gardens Area (Lee Garden One - 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)). Expired receipts will not be accepted.
- Cancelled, refunded, exchanged or derivative transactions resulting from exchanges, forged, fraudulent or unsettled transactions will NOT be accepted. Transaction is not applicable to tips, utility bill payments, Octopus automatic add value service amount, office tenant transaction, unposted/unauthorized or any transactions without credit card sales slips / merchant sales receipts such as online purchases, mail/fax/phone orders, internet purchase or charity donations, merchant vouchers or cash coupons, bank services, telecommunications services, car parks, stored-value cards or any value added to or transactions by stored-value cards. Handwritten receipts, standalone credit card sales slips, reprinted or photocopied receipts, damaged receipts, receipts for purchasing or using cash or gift vouchers / coupons, bill payment receipts, receipts for any value added to stored-value cards will NOT be accepted.
- Receipts issued at Challenger, pop-up stores or pop-up bazaars at 1/F Atrium of Hysan Place, G/F (Kai Chiu Road) of Hysan Place and G/F Piazza of Lee Theatre Plaza will NOT be accepted for Free Parking Privilege.
- The free parking privileges are calculated based on the actual time the vehicle enters the relevant car park.
- The customer must redeem the free parking privilege before driving the vehicle through the carpark

gate exit.

9. Free parking privilege is only applicable for parking of private motor vehicles at Lee Garden One, Lee Garden Two, Lee Garden Three, Hysan Place and Leighton Centre car parks on the day of redemption.
10. Free parking can only be redeemed once per customer per vehicle per day. The maximum number of hours of free parking per shopper (including hy! members) per day is 6 hours. Club Avenue by Lee Gardens

members may enjoy a maximum of 7 hours free parking per member per vehicle each time, in the combination of membership free parking hours each time.

11. All free parking redemptions must be made via the Lee Gardens App.
12. Free parking privilege cannot be exchanged for cash or set off and cannot be used in conjunction with other car park promotion offers.
13. The free parking privilege is subject to carpark space availability and is not valid for the purpose of loading / unloading.
14. Refunds or returns of purchased items are not allowed for machine-printed receipts and electronic payment sales slips that have already been redeemed for parking privileges.
15. Additional hourly parking fee will be charged if parking time exceeds the valid designated free parking hours.
16. For the products, services and information related to this promotion which are directly sold and supplied to customers by the designated merchants, the designated merchants are solely responsible for all related obligations and liabilities.
17. The shopping offers provided will not be replaced if lost, damaged or stolen, and Hysan Marketing Services Limited shall not be liable for these incidents. Damaged, scanned or photocopied e-Gift Certificate will not be accepted.
18. The free parking offers are not transferable or redeemable for cash, or other goods, services or products.
19. All parking at the relevant car parks is subject to the House Rules, the Terms and Conditions of Use & Rules and Regulations of the relevant car park.
20. Hysan Marketing Services Ltd (including its managing agent) may require a customer to supply proof of identity or other personal information including but not limited to an individual's name, bank/credit card numbers or Octopus card numbers, for the purpose of redeeming free parking and verifying the customer's eligibility or the validity or authenticity of the spending receipts and/or for internal administration and auditing purposes. If the customer refuses to provide the relevant information, Hysan Marketing Services Ltd is not obliged to process the free parking privilege.
21. The customer has the right to request access to his/her personal data held by Hysan and request correction of any of his/her personal data which is incorrect. Hysan has the right to charge such customer a reasonable fee for processing and complying with his/her data access request. Requests for access or correction of a customer's personal data or enquiries about the policies and practices of Hysan in relation to personal data should be made in writing to data.officer@hysan.com.hk.
22. Hysan Marketing Services Ltd. reserves the absolute right to change or amend any of the above Terms and Conditions including but not limited to the free parking privileges and the promotion period, at any time without prior notice and without incurring liability to any party whatsoever. Hysan Marketing Services Ltd. has the right of final decision in case of dispute.
23. In the event of any conflict or inconsistency between the Chinese and the English versions of this communication material and the above Terms and Conditions, the English version shall prevail.