The Electric Vehicle (EV) Charging Station- Terms & Conditions

- 1. The Electric Vehicle (EV) Charging Station is provided by Hysan Leasing Company Limited (Hysan) for EV's which are properly licensed and certified by the Government of the Hong Kong Special Administrative Region or its relevant agents.
- 2. Charging is only allowed for EV parked at the designated EV parking spaces.
- 3. Users undertake to comply fully with the Hysan's EV Station User Guide in the operation of the EV Station. Users are solely responsible to ensure 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:
 - the EV is in good and safe condition and suitable for use with the EV Station
 - the charging cord for EV charging is intact
 - the charging cord has been safely plugged into the EV charging port before charging and that the positioning of the cord does not create any hazard (including a tripping hazard) to other person(s); and
 - the charging cord has been disconnected from the EV charging port and has been properly stored in the EV before driving off
- 5. Only EV can be plugged into EV Station.
- 6. Only EV can be parked at the Designated EV Parking Spaces.
- 7. Users shall indemnity all claims and liabilities for damage to property or for injury or death of any person arising out of incorrect or unreasonable use of the EV Station.
- 8. Hysan (and its group companies) will 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 negligence, omission, default or act 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 EV Stations and/or EV charging system.
- 9. Hysan (and its group companies) will not be liable (whether arising under statue, at Common Law or otherwise) for any liability and consequence caused by the use of the EV Stations and/or EV charging system. The owner and/or user of any motor vehicle shall be solely liable for and shall indemnify and hold Hysan (and its group companies) absolutely free and harmless from any liability.
- 10. The EV Station is available on first come first served basis. Hysan does not guarantee the availability of suitable space for the EV Stations and/or EV charging system for owner and/or user of any EV.
- 11. Users agree that Hysan shall be entitled, at any time without notice, to restrict the use of the EV Station or the EV charging system.
- 12. Charing service is charged on hourly basis and no refund will be made on any early cancellations of charging service.
- 13. Hysan has the right to modify or amend these terms and condition at any time without notice.
- 14. If there is any inconsistency between the English and Chinese version of these terms and conditions, the English version shall prevail.

Lee Gardens Area Parking Privilege - Terms and Conditions

- 1. Shoppers must present a maximum of 2 valid same-day original machine-printed spending receipt(s) with required spending and credit card or Octopus card used when entering a carpark on the date of transaction, to redeem parking privileges.
- Only original machine-printed dining receipts issued by merchants at Lee Garden One 2. to Six, Hysan Place, Lee Theatre Plaza and Leighton Centre are eligible for Parking Privilege redemption. Cancelled, refunded, exchanged or derivative transaction from exchange, forged, fraudulent or unsettled transactions will NOT be accepted. **Tips will** not be counted towards required spending amount. Transaction is not applicable to utility bill payments, Octopus automatic add value service amount or transactions, 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 stored-value cards. Handwritten receipts, standalone credit card sales slips, reprinted or photocopied receipts, damaged receipts, deposit receipts (including partial or full paid), 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.
- 3. <u>Receipts from Workware, 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.</u>
- 4. Each original machine-printed receipt and its matching sales slip satisfying the required spending amount can only be used once for Parking Privilege. Hysan Marketing Services Limited reserves the right to photocopy the receipt(s) and payment sales slip(s) for verification purposes.
- 5. Free parking and free valet parking privileges can only be redeemed once per customer per vehicle per day. The maximum hours of free parking hours per shopper (including Lee Gardens Club members) per day is 6 hours. Club Avenue members may use a maximum of 7 free parking coupons per member per vehicle each time and enjoy a maximum of 7 hours free parking on each visit, in the combination of membership free parking hours each time.
- 6. Shoppers must redeem the Parking Privilege in person.
- 7. Shoppers must have the procedures for all parking privileges processed at designated counters before driving their vehicle through the car park gate exit gate.
- 8. Free parking hours are calculated based on the actual time the vehicle enters the relevant car park.
- 9. Additional hourly parking fee will be charged if parking time exceeds the valid designated free parking hours.
- 10. 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.
- 11. Hysan Marketing Services Limited (including its managing agent) may require a shopper to supply proof of identity or other items of personal information including but not limited to the shopper's name, bank/credit card numbers or Octopus card numbers, for the purpose of processing the Parking Privileges, to verify the shopper's eligibility or the validity or authenticity of the spending receipts, and/or for internal administration and auditing purposes. If the shopper refuses to supply the relevant information, Hysan Marketing Services Limited is not obliged to process the redemption or usage of Parking Privileges.
- 12. The Parking Privilege is subject to car park space availability and are not valid for the purpose of loading/unloading.
- 13. The House Rules, Terms and Conditions of Use, and Rules and Regulations of the relevant car park shall apply to all parking at the relevant car parks.

- 14. Shoppers have the right to request access to their personal data held by Hysan and request correction of any data that is incorrect. Hysan has the right to charge such shoppers a reasonable fee for processing and complying with their data access requests. Requests for access to or correction of a shopper'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.
- 15. The latest final information about Lee Gardens free parking and Lee Gardens Plus member privileges is available on the official Lee Gardens website, www.leegardens.com.hk.
- 16. Hysan Marketing Services Limited reserves the absolute right to change or amend any of the above Terms and Conditions and to change, extend, cancel or withdraw any of the Parking Privileges and the promotion period of this offer at any time, without prior notice, and without incurring liability to any party whatsoever. Hysan Marketing Services Limited reserves the right of final decision in the case of any dispute.
- 17. In the case of any conflict or inconsistency between the Chinese and the English versions of the above Terms and Conditions, the English version shall prevail.