

## **K11 MUSEA Gift Card Terms and Conditions**

(for Private Label Cards with card numbers starting with 62 925100)

By accepting, purchasing or using the K11 MUSEA Gift Card (“K11 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 is using the K11 Gift Card.

### **Purchasing the K11 Gift Cards**

1. The K11 Gift Card is an anonymous and non-reloadable gift card. K11 Gift Cards are available in pre-determined denominations of HK\$200, HK\$500, HK\$1,000 and HK\$2,000 and custom denomination between HK\$200 and HK\$8,000, such supply is subject to availability.
2. The K11 Gift Cards are available for purchase at KLUB 11 Koncierge (G/F) from 10am to 10pm daily (subject to availability). Gentry Club members may also purchase the K11 Gift Cards at Gentry Club upon request.
3. Each person may only purchase up to five (5) K11 Gift Cards per transaction and subject to a total value of HK\$25,000 per day. For bulk order / corporate purchase (exceeding 50 K11 Gift Cards and/or total value of HK\$25,001 or above), please email to [giftcard@k11musea.com](mailto:giftcard@k11musea.com) for further information.
4. Only Visa, MasterCard, UnionPay, JCB, Diners Club, AliPayHK & WeChat Pay HK will be accepted for the payment of purchase K11 Gift Cards (K Dollars, consumption vouchers under the Hong Kong Government’s Consumption Voucher Scheme, gift vouchers and other means of redemption will not be accepted). All purchased K11 Gift Cards are non-refundable and non-returnable.
5. Spending for purchasing of K11 MUSEA Gift Cards is not eligible for K Points registration under the KLUB 11 Loyalty Programme. Eligible Transactions (as defined under the KLUB 11 Loyalty Programme Terms and Conditions) made by K11 MUSEA Gift Cards is eligible for K Points registration subject to the KLUB 11 Loyalty Programme Terms and Conditions.
6. The K11 Gift Card can only be used for payment for goods and services at the designated merchants of K11 MUSEA as listed on K11 MUSEA website (“Designated Merchants”), subject to the Designated Merchants’ final decision and judgement. The K11 Gift Card does not support making guarantee of payment at Designated Merchants. The K11 Gift Card is K11 MUSEA’s Private Label Card, its transaction is not the same as other general credit/debit card transactions. The K11 Gift Card cannot be used to settle online transactions. For any enquires on K11 Gift Card, please call 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm).
7. Each time you use the K11 Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from your K11 Gift Card
8. The fees and charges listed in the K11 Gift Card Fees and Charges Table published on [www.33finance.com](http://www.33finance.com) are applicable to the K11 Gift Cards. By purchasing the K11 Gift Card,

you agree that any applicable fees and charges can be debited directly from your K11 Gift Card. The most updated applicable fees and charges as stated in the K11 Gift Card Fees and Charges Table on [www.33finance.com](http://www.33finance.com) should be binding on the K11 Gift Card cardholder if the cardholder continues to use or retain the K11 Gift Card. Any such fees and charges may be varied subject to 33 Finance's notice for a period of no less than 30 days.

### **PIN and making payment with the K11 Gift Card**

9. A Personal Identification Number ("PIN") is imprinted and covered by the silver scratch panel at the back of each K11 Gift Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm), logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com). It is highly recommended that the PIN is changed upon card activation and updated from time to time for security purposes.
10. At the time of payment, the cardholder must present the original K11 Gift Card and enter the relevant valid 6-digit PIN.
11. The PIN will not be re-issued and cannot be reset after the relevant K11 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 applies as outlined on the K11 Gift Card Fees and Charges Table published on 33 Finance's website [www.33finance.com](http://www.33finance.com).
12. Once the available credit in the K11 Gift Card has been fully utilized, the relevant K11 Gift Card is no longer valid.
13. No card statement will be issued, but cardholders may apply for a detailed transaction record by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm). A Detailed Transaction Record Fee applies which will be automatically deducted from the relevant K11 Gift Card at the end of the month.
14. Cardholders may check their card balance and transaction history free-of-charge by calling the 33 Finance Gift Card Customer Service Hotline (3900 9833, from Mondays – Fridays, 9:00am – 6:00pm), logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com). It is the cardholder's responsibility to notify 33 Finance of any error, omission and / or unauthorized transaction within 45 days of the transaction date. The transactions shown will be considered as correct after the specified period. It is recommended that cardholders check their own transaction records frequently.
15. Merchant refunds are subject to the respective terms and conditions and processing lead times of Designated Merchants. All merchant refunds must be completed within the relevant K11 Gift Card validity period. Merchant refunds will not be accepted or reimbursed into expired K11 Gift Cards. Please refer to Designated Merchants for details.

### **Card Replacement and Expiration**

16. In the event that the K11 Gift Card is lost or stolen, no replacement card will be issued and any remaining balance will not be refunded. A replacement of the K11 Gift Card will be issued free-of-charge only in the event of card malfunction. The cardholder must return the defective card to 33 Finance's office (Address: Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, from Mondays – Fridays, 9:00am – 6:00pm) in person before the card expiration date to be eligible for cancellation and replacement.
17. If the K11 Gift Card is damaged, a replacement card may be issued upon request provided that the K11 Gift Card is returned to 33 Finance's office in person on or before the card expiry date for cancellation. A Card Replacement Handling Fee will be deducted from the K11 Gift Card. Please refer to the K11 Gift Card Fees and Charges Table as stated on [www.33finance.com](http://www.33finance.com).
18. Cardholders may be asked to present a proof of identification for the issuance of a replacement card.
19. The replacement card will be in the amount of the remaining credit balance available of the returned defective K11 Gift Card in accordance with 33 Finance's records, including deductions of any applicable fees and charges.
20. 33 Finance reserve the right to decline the issuance of a replacement card at any time at their discretion without prior notice.
21. The K11 Gift Card is valid for 12 months from the date the card is purchased. The card expiry date is stated on the back of each K11 Gift Card as VALID THRU "MONTH / YEAR". Once the K11 Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the K11 Gift Card on a monthly basis until the card balance becomes has been fully depleted. Cardholders may request to retrieve any remaining balance available in Hong Kong Dollars after the card expiration date, as stated in Clause 24. A Card Redemption Fee applies as outlined on the K11 Gift Card Fees and Charges Table published on 33 Finance's website at [www.33finance.com](http://www.33finance.com).

#### **Exclusion of Liability**

22. 33 Finance will not be responsible or liable for any refusal to accept the K11 Gift Card by any merchants for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between the cardholder and the merchant. 33 Finance will not be liable for any loss or damage that the cardholder or any third party may suffer in connection with or arising from the K11 Gift Card.

#### **Termination / Redemption**

23. 33 Finance reserve the right to terminate the use of the K11 Gift Card and/or any services offered at any time or to reject any transaction 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 K11 Gift Card is to be surrendered to 33 Finance's office on demand.
24. Cardholders are encouraged to spend the remaining balance in the K11 Gift Card before the card expiration date. However, the cardholder may terminate the card services and apply for

the balance to be reimbursed in Hong Kong Dollars at any time before and after the relevant card expiration date. The cardholder must visit 33Finance's offices in person, to complete a Card Cancellation Form with a valid proof of identification and return the relevant K11 Gift Card. A Card Redemption Fee will be deducted from the remaining balance. Please refer to the K11 Gift Card Fees and Charges Table as stated on [www.33finance.com](http://www.33finance.com). Card redemption service will not be processed for any K11 Gift Cards with a balance equivalent to or below the applicable redemption fee. A cheque for the remaining balance will be sent to the cardholder within two months of the request.

#### **Personal Data**

25. The cardholder agrees that 33 Finance may use any personal information provided in accordance with its policies and practices use and disclosure of personal data as set out in 33 Finance's current Privacy Policy Statement (the "Statement"). The cardholder agrees that he/she has read and agrees to the Statement from as stated on 33 Finance's website ([www.33finance.com](http://www.33finance.com)).

#### **Amendments**

26. 33 Finance reserve the right to amend these Terms and Conditions at any time with no less than 30 days' notice. Please refer to 33 Finance's website ([www.33finance.com](http://www.33finance.com)) for the most up-to-date Terms and Conditions.
27. Retention or use of the K11 Gift Card after such amendments become effective shall constitute your 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.

#### **General**

29. 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.
30. 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.

當接受、購買或使用由三三金融服務有限公司（「三三金融」）發行的K11 MUSEA Gift Card（「K11 Gift Card」），閣下即同意及遵守以下條款及細則。「你」、「閣下」、「閣下的」或「持卡人」指購買及 / 或正使用K11 Gift Card之人士。

### **購買K11 Gift Card**

1. K11 Gift Card是一張不記名及不可再增值的禮品卡，設有預設面額HK\$200, HK\$500, HK\$1,000 及HK\$2,000，以及介乎 HK\$200至HK\$8,000 的自訂面額，需視乎供應情況而定。
2. K11 Gift Card 於 地下禮賓部有售，營業時間為每日上午10時至下午10時（視供應情況而定）。Gentry Club會員可於Gentry Club購買K11 Gift Card。
3. 每人每日只限購買總值不超過HK\$25,000的K11 Gift Card及每次交易只限最多購買5張。大量訂購及企業採購（超過50張及/或總值HK\$25,001或以上），請電郵至 [giftcard@k11musea.com](mailto:giftcard@k11musea.com)查詢更多詳情。
4. 只接受以Visa、MasterCard、銀聯、JCB、Diners Club、支付寶香港及微信支付香港的支付方式購買K11 Gift Card（不接受K Dollars、香港政府消費券計劃發出之消費券、禮券及其他換購方式）。所有已購買的K11 Gift Card不能退款及退貨。
5. 購買K11 Gift Card之消費不可登記KLUB 11會員獎賞計劃的K積分。使用K11 Gift Card付款之合資格交易（定義見KLUB 11會員獎賞計劃）則可登記K積分並須受KLUB 11會員獎賞計劃的條款與細則約束。
6. K11 Gift Card只可在K11 MUSEA網站上列明之K11 MUSEA指定商戶（「指定商戶」）內用以支付商品及服務，並以指定商戶的最終決定及判定為準。K11 Gift Card不支援於指定商戶進行之預售交易。K11 Gift Card是K11 MUSEA的專享卡，其交易有別於其他一般信用卡/扣賬卡交易類別。K11 Gift Card不能用於支付線上交易。如有任何有關K11 Gift Card的查詢，請致電三三金融客戶服務熱線（3900 9833，服務時間為星期一至五上午9時至下午6時）
7. 持卡人每次使用K11 Gift Card消費，消費之金額及適用之費用將會即時從該卡內扣除。
8. 各項收費及費用已列於K11 Gift Card的收費表內及載於三三金融網站 [www.33finance.com](http://www.33finance.com)，並適用於K11 Gift Card。閣下購買K11 Gift Card時即同意K11 Gift Card任何適用的收費及費用可直接從閣下的K11 Gift Card收取扣賬。若持卡人繼續使用或持有K11 Gift Card，須受載於網站 [www.33finance.com](http://www.33finance.com) 的K11 Gift Card收費表內列明的最新收費及費用所約束。有關該等收費及費用的變更，三三金融會在生效前不少於30天發出通知。

### **個人身份識別碼及以K11 Gift Card付款**

9. K11 Gift Card的個人身份識別碼（「PIN」）印於每張K11 Gift Card之背面並以銀色劃痕覆蓋。持卡人須以PIN，透過致電三三金融禮品卡客戶服務熱線（3900 9833，服務時間為星期一至五上午9時至下午6時）、登入三三金融手機應用程式（33 eWallet）或到訪網站 [www.33finance.com](http://www.33finance.com)進入三三金融預付卡平台。基於安全理由，高度建議閣下啟動K11 Gift Card時更改PIN並不時作出更新。
10. 付款時，持卡人必須出示正本K11 Gift Card，並輸入其有效的6位數字PIN。
11. PIN不可補發，及相關K11 Gift Card啟動後亦不能重設。持卡人若忘記或無法取回PIN，需申請補發新卡。補發新卡手續費列於三三金融網站 [www.33finance.com](http://www.33finance.com)的K11 Gift Card收費表並按其收取。
12. 當K11 Gift Card的可用餘額已悉數使用，相關禮品卡將即時失效。
13. K11 Gift Card 月結單將不會發出，但持卡人可致電三三金融禮品卡客戶服務熱線（3900 9833，服務時間為星期一至五上午9時至下午6時）申請詳細交易記錄。詳細交易記錄的收費將於每個月結束時於相關K11 Gift Card剩餘金額中自動扣除。
14. 如欲查詢閣下的K11 Gift Card可用結餘或交易記錄，持卡人可致電三三金融禮品卡客戶服務熱線（3900 9833，服務時間為星期一至五上午9時至下午6時）、登入三三金融手機應用程式（33 eWallet）或到訪三三金融網站 [www.33finance.com](http://www.33finance.com)，費用全免。如該交易記錄顯示任何錯漏及 / 或未經授權的交易，持卡人有責任於有關交易日期的 45 日內通知三三金融。所顯示之交易記錄將於指定期間後被視為正確。建議持卡人應按時查閱其交易記錄。
15. 商戶退款受指定商戶各自之有關條款及細則及處理時間所約束。所有商戶退款須在相關K11 Gift Card有效期內完成。商戶不接受或退款至有效期屆滿的K11 Gift Card。詳情請向有關指定商戶查詢。

### **補發新卡及有效期屆滿**

16. 如K11 Gift Card被遺失或被盜，均不會補發新卡或退回該卡的剩餘金額。若K11 Gift Card操作故障，可免費補發新卡。持卡人可在該壞卡的到期日前親身退回該壞卡予三三金融的辦事處（香港九龍尖沙咀廣東道30號新港中心1座807室，服務時間為星期一至五上午9時至下午6時）作註銷及補發新卡。
17. 若因誤用而導致K11 Gift Card損毀，持卡人可在該卡到期日前親身退回該卡予三三金融的辦事處作註銷及可要求補發新卡。補發新卡須繳付手續費，此收費將於K11 Gift Card內剩餘金額中扣除。詳情可參考載於三三金融網站 [www.33finance.com](http://www.33finance.com)的K11 Gift Card收費表。
18. 持卡人辦理補發新卡時，需要出示身份證明文件。
19. 若獲補發新卡，三三金融將按其紀錄，於已損壞的K11 Gift Card 的剩餘金額扣除任何適用收費後，將餘額存入獲補發的新卡內。
20. 三三金融保留隨時拒絕補發新卡之權利並不作事先通知。
21. K11禮品卡有效期為購買日起計 12 個月。該卡到期日在每張K11禮品卡背面標誌為 VALID THRU “MONTH / YEAR”。在K11 Gift Card有效期屆滿後，每月將被收取過期卡管理月費及於K11 Gift Card的剩餘金額扣除過期卡管理月費，直至該卡餘額被完全扣盡。持卡人亦可於該卡到期日後，根據第24條款要求贖回該卡內的餘額，餘額貨幣為港幣。

禮品卡贖回手續費列於三三金融網站 [www.33finance.com](http://www.33finance.com)的K11 Gift Card收費表並按其收取。

### 責任免除

22. 三三金融不因任何商戶拒絕接受以K11 Gift Card支付購買貨品或服務的款項而承擔或負上責任。持卡人需與商戶直接解決因任何交易而引起之糾紛。三三金融不會對由此或與此K11 Gift Card所導致持卡人或任何第三者之損失或損害負上任何責任。

### 終止 / 贖回

23. 三三金融保留終止使用K11 Gift Card交易及/或服務的權利而無須事先通知或提供原因。因K11 Gift Card終止使用或交易不獲接受而令持卡人遭受任何直接或間接的損失或損害，三三金融概不負責。當K11 Gift Card已被終止時，持卡人需應三三金融的要求交還該卡至三三金融的辦事處。
24. 鼓勵持卡人於K11 Gift Card到期日前把餘額用完。持卡人亦可以於該卡到期日之前或之後，隨時申請終止K11 Gift Card服務及申請贖回餘額，餘額貨幣為港幣。持卡人須親臨三三金融辦事處填寫取消禮品卡申請表並提供有效身份證明文件以辦理及退回K11 Gift Card。每項申請均需繳付禮品卡贖回手續費，並於卡內餘額扣除，可參考載於三三金融網站 [www.33finance.com](http://www.33finance.com)的K11 Gift Card收費表。若K11 Gift Card餘額等於或少於適用的贖回手續費，K11 Gift Card贖回服務的申請將不獲處理。贖回餘額申請於提交申請表後兩個月內完成，餘額將以支票形式寄出予持卡人。

### 個人資料

25. 持卡人同意三三金融可根據其目前列出的私隱政策聲明(「聲明」)，在使用及披露個人資料的政策與實施上，予以三三金融使用及披露閣下的任何個人資料。持卡人確認已閱覽及同意三三金融網站 [www.33finance.com](http://www.33finance.com)上列明之聲明。

### 修訂

26. 三三金融保留隨時修訂本條款及細則的權利並不少於30天通知。請參閱三三金融網站 [www.33finance.com](http://www.33finance.com)上列明之最新條款及細則。
27. 若閣下在有關更改條款及細則生效之後繼續保留或使用K11 Gift Card，表示閣下接受有關更改。所有有關事宜及爭議將以三三金融之最終決定為準。

### 法律及司法

28. 本條款及細則受香港特別行政區(「香港」)法律管轄，並按照香港法律解釋。各方同意接受香港法院的專屬性司法管轄。

### 一般細則

29. 本條款及細則若有任何其一變成非法，無效或者在任何方面不能執行，其餘的條款及細則將不因此受影響。
30. 本條款及細則同時以英文及中文撰寫。如本條款及細則之英文文本與中文文本出現不一致或衝突時，概以英文文本為準。