Terms & Conditions T&C- V132 (Terms & Conditions for Google Play Direct Carrier Billing Rebate Offer)

1) Your Acceptance

This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or "the Customer"), a user of Google Play Direct Carrier Billing Rebate Offer ("the Offer"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Offer.

2) Google Play Direct Carrier Billing Rebate Offer

- 2.1. The promotion period of the Offer is between 1 December 2018 and 28 February 2019.
- 2.2. The Offer is only eligible to customers who have subscribed to the Company's monthly postpaid mobile telephone services, except customers who have subscribed with a business registration or are using SmarTone PayGo. Customers who are using SmarTone stored-value SIMs are not eligible for the Offer.
- 2.3. The Offer is applicable to eligible customers who have successfully settled payment on any purchase of products or service on Google Play ("the Transaction") through "Pay by SmarTone Bill (Google Play Direct Carrier Billing)" for the first time within the promotion period. The transaction amount shall be settled in full upon issuance of the SmarTone bill for the Transaction in a timely manner. An eligible customer is entitled to a rebate ("the Rebate") once from the first successfully completed Transaction, up to a maximum of HK\$68. If the amount of the first successfully completed Transaction is less than or equivalent to HK\$68, the amount of the Rebate will be the same as the amount of the first successfully completed Transaction. If the amount of the first successfully completed Transaction is more than HK\$68, the maximum amount of the Rebate will be HK\$68.
- 2.4. Each eligible SmarTone mobile number can only enjoy this Offer once.
- 2.5. The Rebate will be deposited into an eligible customer's service account within 90 days after the end of the promotion period. It can be used to offset any amount invoiced under the same account.
- 2.6. The Rebate is non-transferrable to any third party, non-exchangeable for cash and non-refundable.
- 2.7. The Rebate will be forfeited if the monthly plan or mobile number or relevant SmarTone service account of the Eligible Customer is terminated for whatever reason or if the Transaction is ineligible within 90 days after the end of the promotion period. SmarTone shall have the right to debit the deposited Rebate from the service account of the Eligible Customer (if applicable).
- 2.8. SmarTone reserves the right to change or terminate the Offer and to amend the terms and conditions at any time without prior notice. SmarTone shall have the right of final decision in case of any dispute.
- 2.9. This Offer cannot be used in conjunction with any other promotional offers.
- 2.10. Each Eligible Customer participating in this promotion is deemed to have read and agreed to the T&C and SmarTone's Terms & Conditions <u>V085</u> on "Pay by SmarTone Bill (Google Play Direct Carrier Billing)".



3) The Company reserves the right to make all final decisions regarding the Offer and to revise the terms and conditions from time to time.