



**Terms & Conditions T&C-V037
(Terms & Conditions for 'Spend it' Service)**

1. Your Acceptance

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you"), a user of Spend it service ("the Service"). 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 Service.

2. Spend it Service

2.1 The Service is only available to customers who have subscribed the Company's monthly mobile telephone services except PayGo or customers using SmarTone stored-value SIM which supports data service.

2.2 The Service is only available under SmarTone's mobile network and it can only be used on smartphones specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.

2.3 Spend it coupon ("Coupon") and Service Fees

2.3.1. Download of Coupons from Spend it shall incur the following service fees:

Service	Prepaid fee
General Coupon download	HK\$10 / per download
Free Coupon download	Free
Full Payment Coupon download	Full payment for the related product(s)/ services

2.3.2. For download General Coupon, customers shall be charged HK\$10/coupon in their SmarTone bill for download of coupon(s). For prepaid customers, HK\$10/coupon will be immediately deducted from SmarTone stored-value SIM account.

2.3.3. For download Free Coupon, no fee will be charged.

2.3.4. For download Full Payment Coupon, customers shall be charged the full amount of the related product(s)/ services. The Company only accepts credit card payments made by Visa and MasterCard on behalf of the relevant merchants. When you confirm a download, you authorize the Company to debit the credit card you specify on your download for the full amount of the product(s)/ services. Upon completion of the payment, customers will receive a confirmation e-mail sent by SmarTone. If the customer failed to receive confirmation e-mail, please contact SmarTone hotline.

2.3.4.1 The Company uses third party payment service to process online transactions. When customers download Full Payment Coupon, you agree and accept that your credit card information will be collected, processed, and kept by the Company and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making credit card transaction, and in no event shall any such losses in whole or in part be borne by the Company.

2.3.5. Customers shall visit the relevant merchants to redeem the Coupon to enjoy the offer. The related merchant shall use a designated merchant device or passcode to complete the redemption process.

After successful redemption of the Coupon (except Free Coupon), the customer shall be entitled to receive HK\$12 credit back (“Rebate”) to the next SmarTone bill for each successfully redeemed Coupon. For prepaid customers, HK\$12 will be credited back to the SmarTone stored-value SIM account on the same day. If the customer for whatever reason could not complete the relevant transaction with the designated merchant of the offer, SmarTone reserves the right to claim back the Rebate amount from the customer. SmarTone reserves the right of final decision in case of any dispute.

- 2.3.6. If for whatever reason, the customer fails to redeem the Coupon at the relevant merchant e.g. redemption is not within the valid redemption period, Coupon has expired, or breach of the terms and conditions of the offer, the customer shall not be entitled to the Rebate.
- 2.3.7. If for whatever reason, the merchant device or passcode is found to be malfunctioning or unable to verify the customer’s Coupon during the redemption process, the merchant concerned may at its own discretion allow the customer to nevertheless enjoy the relevant offer. In such cases, the customer is required to provide the original copy of the sales receipt issued by the relevant merchant to SmarTone stores or hotline to process the enquiry.
 - a) If the sales receipt presented by customer is verified by SmarTone to be valid and used in accordance with the terms and conditions of the specific offer in question, SmarTone shall make the necessary arrangements to enable customer to receive the Rebate on the redeemed Coupon.
 - b) For any other sales receipts that are deemed to be invalid by SmarTone and those which were not used in accordance with the terms and conditions of the specific offer in question, the customer shall not be entitled to the Rebate for the Coupon.
 - c) If the customer fails to provide any form of relevant sales receipts issued by relevant merchants, he/she shall not be entitled to the Rebate for the Coupon.

2.4 General Terms and Conditions of the Coupon

- 2.4.1 The product or service stipulated in the Coupon must be redeemed and only enjoyed at any one time. It may not be enjoyed partially for more than one time.
- 2.4.2 Each Coupon may only be redeemed and used once. Customer acknowledges and agrees the Coupon cannot be resold, copied or replicated in any manner whatsoever.
- 2.4.3 Coupons may not be used in conjunction with any other promotional offers and are non-refundable and cannot be exchanged for cash.
- 2.4.4 Customer acknowledges and agrees that he/she will keep the Coupon safe and the Company shall under no circumstances be liable for any consequential loss or damage arising from the theft or lost of any Coupon of any offer.
- 2.4.5 Customer understands and agrees to use the Coupon to enjoy the offer under the terms and conditions, limitations and any rule and regulations set forth in each specific Coupon downloaded from the Service.

- 2.5 In addition to service fees, use of the service will incur data charge (local and roaming). For customers who are using monthly mobile telephone services, local data will be charged at or deducted from the customer’s subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using the service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit smartone.com/roamingdatapack for details. For prepaid customers, it will be charged at stored-value SIM’s basic data charge or deducted from the subscribed data pack and charged at the applicable thereafter fee. Standard roaming data charges will apply while using Spend it abroad.

2.6 You agree:

- 2.6.1 to use the Service for personal and non-commercial use only;
- 2.6.2 not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Service for any reason or assist another person to do so.

- 2.7 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

3. Intellectual Property rights

The design of the Service along with any service features (“Applications”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by the Company and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

4. Privacy Policy

- 4.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit smartone.com/privacypolicyen for full details of the Company’s Privacy Policy.
- 4.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

5. Applicable Laws

- 5.1 You shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 5.2 You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company or relating in any way to the use of the Service.

6. Limitation of Liability

- 6.1 All offers, offer information and any products or services stipulated in the offer information of Spend it are provided by the relevant merchants. The Company is only responsible to provide a platform on related offer and promotion information and is not one of the trading party or the representative or agent. The customer and merchant shall be responsible for any transactions on all purchases and sales among themselves. All offer and promotion information, video and images in this service are provided by relevant merchants and are for reference only. In case of any disputes, the relevant merchants of the offer have the final right of decision.
- 6.2 The Company will take no part in any transaction between Coupon holders (except Full Payment Coupon holders) and relevant merchants of the offers including but limited to settlement, delivery, warranty or any other transaction terms and matters of the products and services of the offer provided by the relevant merchants. For Full Payment Coupon holders, the Company is only on behalf of relevant merchants to collect the full amount of the related products and services, but will take no part in any other transaction terms and matters of the products and services of the offer provided by the relevant merchants.
- 6.3 The Company cannot and does not guarantee or warrant the quality, safety and legality of the products and services of the offers provided by relevant merchants. The Company does not guarantee or control the authenticity and accuracy of the merchant's reputation and credibility and their ability to provide or assure the products or services can be delivered accurately as stipulated in the Service.
- 6.4 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect

or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by customers, or any person arising (directly or indirectly) from or out of or relating to the Spend it service.

7. Cancellation (and exceptions) and refunds about Full Payment Coupon download

- 7.1 Unless otherwise specified, no refund or cancellation will be accepted after successfully downloaded the Full Payment Coupon.
- 7.2 If customers prove to the Company's reasonable satisfaction that their inability to redeem the Coupon was not their fault, customers may be entitled to a refund. The decision to grant a refund is within the sole discretion of the Company.
- 7.3 If customers have a complaint regarding the provision of the product(s) or services, customers must take action against the relevant merchant directly.
- 7.4 Refund, if any, will be credited back to customers via their original method of payment. If their original method of payment has been cancelled, expired or has otherwise changed, customers must inform the Company through hotline. If customers fail to do this and they are refunded to their original method of payment, they may need to coordinate with their payment services provider to obtain their refund. The Company will not provide more than one refund.

8. Advertising

- 8.1 You acknowledge and agree that the Service includes advertisement
 - 8.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.
 - 8.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by you as a result of an advertisement or any other information displayed in the Service. By using the Service, you expressly acknowledge and agree that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.
 - 8.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed your name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with you.
9. The Company reserves the right to revise the terms and conditions of the Service from time to time.
10. In cases of any disputes on this Service, SmarTone reserves the right of final decision.