

The use of the Gift Card constitutes acceptance the following terms and conditions government the use of the Gift card.

TERMS AND CONDITIONS FOR USE OF DAH SING BANK GIFT CARD

1. Definitions

- 1.1 Unless otherwise stated,
"Bank" means Dah Sing Bank, Limited.
"Cardholder" means the Person who has purchased or has made use of the Gift Card for any Transaction.
"Gift Card" means the Dah Sing Bank Gift Card and/or Dah Sing Hello Kitty Gift Card and/or any Gift Card issued by Dah Sing Bank Limited.
"Merchant" means any vendor in any Transaction.
"Persons" means any individual, corporation, partnership and other unincorporated bodies.
"Transaction" means any payment for supply of goods and/or service, at any approved point of sale terminal.
- 1.2 Unless the context requires otherwise, the singular includes the plural and vice versa and words importing a gender includes every gender.

2. The Gift Card

- 2.1 The Gift Card is a prepaid stored-value disposable card pre-loaded with a pre-determined dollar value of a minimum sum of HK\$100 and a maximum of HK\$5,000 upon purchase (the Bank reserves the right to change the minimum and the maximum amount at any time without notice). The Gift Card is not a credit card. It is not transferable after the card is signed and not reloadable with dollar value nor refundable.
- 2.2 The Bank will maintain an account of each card issued and reduce the balance in the account in accordance with Transactions having been effected.

3. Charges

A non-refundable handling fee of HK\$10 (the Bank reserves the right to change the amount of handling fee) will be payable upon purchase of the Gift Card.

4. Use of the Gift Card

- 4.1 User of the Gift Card must be aged 16 or above.
- 4.2 The Gift Card must be signed before use and can be used for any Transaction with Merchant displaying the VISA logo or accepting VISA for payment;
- 4.3 The Gift Card cannot be accepted for VISA Express payment services (e.g., transaction made in cinema, carpark, fast food outlets), or for mail order, online order, in casinos, on airplane or on cruise line or at local and overseas ATM.
- 4.4 Once the stored value runs out or the Gift Card depleted or the Gift Card expired, the Gift Card will have no value and is disposable.
- 4.5 Any amount deposited into the Gift Card will form the pre-determined dollar value of the Gift Card and cannot be reversed and no refund shall be allowed. Any dispute relating to any Transaction shall be settled between the Cardholder and the Merchant.
- 4.6 The Gift Card cannot be used for any illegal or immoral purposes including illegal gambling and the Bank reserves the right to refuse to honour any Transactions that are illegal, suspected or believed to be illegal.

5. Overseas Transaction

- 5.1 Transactions effected by use of the Gift Card in a currency other than Hong Kong dollars will be converted into Hong Kong dollar at a rate of exchange determined by reference to the exchange rate adopted by VISA International on date of conversion.
- 5.2 A transaction fee of 1.95% (the Bank reserves the right to change the transaction fees) will be charged by the Bank in addition to any transaction levy from time to time announced by VISA International and to be debited from the Gift Card account.

6. Expiry Date

The Gift Card shall have a minimum validity period of 6 months and in any case, not longer than the period printed on the card face. Any stored value unused will be forfeited after the expiry date and no refund will be given.

7. Available Balance Enquiry

Enquiry on available balance or Transaction record can be accessed at www.dahsing.com/giftcard or by telephone at 2828 8002. No dispute will be entertained 60 days after Transaction date. No statement of account will be given.

8. Loss and Theft

The Gift Card is anonymous and is in the nature of cash money and mere possession of the card is sufficient proof of the holder's claim. No replacement card or refund of the stored value of the Gift Card will be entertained in the event of loss or theft or in the event of the Gift Card being captured by an ATM.

9. Replacement Card

- 9.1 Replacement Card is only issued in case of malfunction and provided that the defective Gift Card is within the card validity period and returned to the Bank for cancellation.
- 9.2 The Replacement Card will bear the remaining stored dollar value of the card so replaced and the Bank would only issue the Replacement Card for the remaining unused period after a specified number of dates have elapsed.
- 9.3 The Bank reserves the right to determine the card face design and the right to determine whether or not to issue any replacement.

10. Un-authorized Transaction and Adjustment

In case of Transactions where an un-authorized transaction amount (i.e., tip) is to be added to the price of goods or services, the Merchant may add the un-authorized transaction amount to the bill and request a debit to the Gift Card with that total amount. Payment for the Transaction will be declined if the stored value of the Gift Card is insufficient to pay for the total sum so requested by the Merchant. Upon presentation of the sales slip by the Merchant, the Bank shall debit the available balance from your Gift Card to settle the un-authorized transaction amount.

11. Refusal to Accept Gift Card

The Bank shall not be responsible or liable for any refusal by any Merchant to accept the Gift Card.

12. Amendments and Additions

The Bank reserves the right to amend the Terms and Conditions by insertion, alteration or deletion.

13. Termination

The Bank reserves the right to terminate the use of the Gift Card and/or any services offered or to disapprove any Transaction without giving any prior notice or reason. Upon termination, the Gift Card is to be surrendered on demand.

14. Exclusion of Liability

The Bank shall, except those caused by the negligence or willful default of the Bank, not be liable for any loss or damage whatsoever or howsoever arising.

15. Law and Language

- 15.1 This Agreement shall be construed by Hong Kong laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts, and the terms herein may be enforced in any place where the Cardholder or his assets may be found.
- 15.2 If at any time, any of these Terms and Conditions is or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining Terms and Conditions shall not be affected thereby.
- 15.3 Nothing in this Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- 15.4 This Agreement is written in both English and Chinese and only the English version is intended to have legal effect.