

交通銀行禮物卡持卡人合約(“合約”)

禮物卡(定義見下)是根據以下條款及細則由銀行(定義見下)發出。使用交通銀行禮物卡即表示持卡人已接受本合約的所有條款及細則,並受其約束。

1. 定義

- 除非明文另有所指,下列詞語將於本合約具有以下意義:
 - 「**賬戶**」指就有關禮物卡由銀行開立的每一個別賬戶,並以「禮物卡上的賬戶號碼識別」;
 - 「**交易金額**」指每一交易之金額及其他應付款項;
 - 「**銀行**」指交通銀行股份有限公司香港分行;
 - 「**持卡人**」指禮物卡之持卡人;
 - 「**到期日**」指列印於禮物卡上的到期日;
 - 「**香港**」指中華人民共和國香港特別行政區;
 - 「**禮物卡**」指一張由銀行發出且受本合約條款及細則約束及有指定預付金額的卡;
 - 「**海外交易**」指任何非港幣的交易;
 - 「**百分比**」指銀行為配合第4.4條並根據第9.2條不時訂定及公佈之百分比,及其在認定有必要的情況下所作出的調整;
 - 「**預付金額**」指於發出指定金額的禮物卡時存入賬戶的相應金額,及
 - 「**交易**」指除以禮物卡於任何接受VISA卡作付款方式的終端機或銀行不時公佈的其他方法繳付的商品購買及/或服務的電子交易,但「交易」並不包括現金透支、以人手輸入收據所進行的交易、郵購、電話購物、自動轉帳、網上購物或賬單繳費、於賭場或飛機或郵輪所進行之簽派交易、於本地及海外自動櫃員機使用及所有VISA免簽結賬服務或於銀行不時公佈的其他交易及/或其他地方或終端機使用。
- 除非內容另有要求,單數包括眾數而反之亦然,而為單一性別的字眼包括每一個性別。

2. 禮物卡

- 預付金額最少為港幣100元及最高為港幣5,000元,或銀行不時決定並於銀行的宣傳單張上列明之金額。預付金額須於發出禮物卡當日訂明。當禮物卡發出後,任何額外金額將不得存入該賬戶。
- 禮物卡一經持卡人簽署,不得轉讓。
- 預付金額不是以電子裝置、磁帶、光學或以任何形式儲存於禮物卡內。預付金額是儲存於賬戶內。賬戶內的預付金額不是銀行存款。
- 在每次交易以後,銀行將從賬戶中扣除交易金額。賬戶內的預付金額被完全扣除後,不得再存入任何額外金額。

3. 預付金額及手續費

為了購買禮物卡,持卡人須向銀行支付禮物卡內指定金額之相應預付金額及一筆不退還款之手續費,手續費之金額見銀行向持卡人不時公布或列明於銀行相關的宣傳單張上。

4. 禮物卡之使用

- 禮物卡只供任何年滿16歲或以上或銀行不時決定之最低年歲的持卡人購買及使用。
- 禮物卡只適用於任何接受VISA卡作付款方式的終端機或銀行不時公佈的其他終端機且銀行沒有禁止的交易。
- 受限于本合約的條款及細則,所有賬戶內的預付金額不獲退款。當禮物卡的到期日屆滿,禮物卡便不能再使用,而賬戶內的任何預付金額結餘將不獲退款。
- 受限于第4.5條之下,每當持卡人支付超於銀行在某一批核交易之交易金額(「**額外金額**」),銀行有權在任何時間將批核交易之交易金額扣入賬戶內及酌情在賬戶內扣起一筆相等於交易金額之若干百分比的款項。當銀行獲通知額外金額後,會採用被扣金額支付額外金額,及其後退還任何未被使用的剩餘預付金額於賬戶內。
- 若賬戶內的預付金額不足以繳付交易金額或任何額外金額,銀行可拒絕批准該交易。
- 賬戶之結餘或交易之記錄可於銀行不時公佈的渠道查閱。

5. 海外交易

- 海外交易中的交易金額將按照威士國際組織於結算日所釐定之匯率折算為港幣,及受限于第5.2條,銀行將於結算當日從賬戶扣除交易金額及海外交易/外幣兌換手續費。
「**海外交易/外幣兌換手續費**」按照威士國際組織於結算日所釐定之匯率折算為港幣,另加1.75%之手續費(當中包括威士國際組織向銀行收取的1%交易費)。
- 受限于第4.5條之下,銀行有權在某一海外交易中,從賬戶內扣除除銀行於日常業務中所釐定之匯率折算為港幣的交易金額。

6. 遺失及未經批核的交易

持卡人的名稱將不會列印在禮物卡上及禮物卡具有類似現金之性質。儘管有第2.2條的規定,若禮物卡遭遺失或未經持卡人及/或購買禮物卡的人士授權使用,銀行將不會補發禮物卡或向購買禮物卡的人士及持卡人(視乎實際情況)退還任何於賬戶內的預付金額。

7. 補發新卡

- 如禮物卡於到期日前操作失靈,而該失靈非因持卡人的遺失而引致,持卡人可選擇要求免費替換禮物卡,或者將該損壞禮物卡取消及獲全數退回與該損壞禮物卡有相等賬戶餘額的預付金額及按金(如有),如持卡人選擇要求替換禮物卡,持卡人需將該損壞禮物卡退回銀行,而銀行會向持卡人補發一張與損壞禮物卡有相等賬戶餘額的預付金額及有效期的禮物卡。
- 如持卡人不同意本合約的條款及細則根據第9條而作出的任何重大修訂,可於有關修訂公布後三十天內取消過期禮物卡及獲全數退回與該過期禮物卡有相等賬戶餘額的預付金額及按金(如有)。

8. 商戶與持卡人之間的關係

- 銀行不需為擬訂交易之商戶拒絕接納禮物卡而負責。
- 任何與交易有關之爭議,持卡人需直接與有關商戶處理。銀行在任何情況下均不會參與或負責任何與交易有關之爭議。

9. 修訂及通知

- 銀行可酌情不時修改任何本條款及細則,並事先透過銀行網址(www.bankcomm.com.hk)或銀行不時認定合適之其他途徑,發出銀行認為合理的通知,惟涉及費用及收費和對持卡人責任或義務有影響的修改,只會於有關修改公佈後30天後才生效。是項條款不適用於銀行能力控制範圍以外的情況。
- 銀行可不時於其網址(www.bankcomm.com.hk)公佈所有禮物卡的最新消息(包括任何根據此條款及細則下銀行有責任公佈之百分比及其他資料)。

10. 免責條款

銀行不會因任何性質或於任何情況下與禮物卡有關而產生之損失或損害負責,惟銀行的疏忽或故意失責所導致的除外。

11. 法律及司法管轄

本合約受香港法律管轄,並依照香港法律詮釋。持卡人不可撤銷地同意接受香港法院的非專有司法管轄權管轄。

12. 其他

- 倘在任何時間本合約的任何條款及細則變為違法、無效或不可被執行,則其餘條款及細則皆不會因而受影響或損害。
- 即使銀行不採取行動或遺漏或延遲行使或執行本條款及細則的任何權利,亦不會構成豁免有關權利,而單次、部份或有瑕疵地行使任何權利,也不會妨礙另一次或進一步行使有關權利,或行使任何其他權利。
- 2.3本條款及細則的中文及英文版本如有任何分歧或不一致,則以英文版本為準。

交通銀行股份有限公司香港分行(於中華人民共和國註冊成立)

Cardholder Agreement for the Bank of Communications Gift Card (“Agreement”)

The Gift Card (as defined below) is issued by the Bank (as defined below) on the following terms and conditions. By using the Gift Card, the Cardholder (as defined below) will be deemed to have accepted and bound by all the terms and conditions contained in this Agreement.

1. Definitions

- Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
 - “**Account**” means each individual account maintained by the Bank relating to the relevant Gift Card and identified by the card numbers as shown on the Gift Card;
 - “**Charges**” means the amount of money and other payment payable under each Transaction;
 - “**the Bank**” means Bank of Communications Co., Ltd. Hong Kong Branch;
 - “**Cardholder**” means the holder of the Gift Card;
 - “**Expiry Date**” means the expiry date of the Gift Card printed on the Gift Card;
 - “**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;
 - “**Gift Card**” means a card issued by the Bank subject to the terms and conditions of this Agreement and designated with a Prepaid Value;
 - “**Overseas Transaction**” means any Transaction in a currency other than Hong Kong dollars;
 - “**Percentage**” means the percentage(s) prescribed and published by the Bank from time to time in accordance with Clause 9.2 for the purposes of Clauses 4.4 and subject to adjustment in circumstances deemed necessary by the Bank;
 - “**Prepaid Value**” means the amount credited to the Account upon issue of a Gift Card designated with a corresponding amount; and
 - “**Transaction**” means and limited to the electronic transaction wherein the purchase of goods and/or services is effected by the use of the Gift Card through the Point-of-Sales Terminal of a merchant shop that accepts VISA cards for payment purpose or any other device approved by the Bank from time to time, but “Transaction” shall exclude cash advances, transactions processed by manually imprinted sales slips, mail orders, phone orders, autopy, online orders or bill payments, transactions in casinos or on aeroplanes or ocean liners, transactions at local or overseas ATMs and all VISA Express Payment services or such other transactions and/or at such other places or terminals which the Bank may from time to time exclude.
- 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

- The Prepaid Value shall be of a minimum amount of HK\$100 but subject to a maximum amount of HK\$5,000, or in such amount which the Bank may from time to time determine and specify in the relevant promotional materials of the Bank. The Prepaid Value shall be fixed at the time of the issue of the Gift Card. At no time will any additional amount be credited to the Account after the Gift Card is issued.
- The Gift Card is not transferable after the Cardholder has signed on the Gift Card.
- The Prepaid Value is not stored in any way, electronically, magnetically, optically or otherwise, on the Gift Card. The Prepaid Value is kept in the Account. The Prepaid Value kept in the Account is not a payment of deposit to the Bank.
- After each Transaction, the Bank will debit the Charges to the Account. The Account cannot be credited with any additional amount after the Prepaid Value in the Account has been fully debited.

3. Prepaid Value and handling fee

To purchase a Gift Card, the Cardholder shall pay to the Bank a Prepaid Value corresponding to the amount designated in the Gift Card and a non-refundable handling fee of such amount as may from time to time be notified to the Cardholder or specified in the relevant promotional materials of the Bank.

4. Use of the Gift Card

- The Gift Card may only be purchased and used by a Cardholder who has attained the age of 16 or above or such other minimum age which the Bank may from time to time determine.
- The Gift Card can only be used at those terminals which accept VISA as a form of payment or at such other terminals which the Bank may from time to time publish for Transactions which are not prohibited by the Bank.
- Subject to these terms and conditions of this Agreement, all Prepaid Value in the Account cannot be refunded. Once the Expiry Date has lapsed, the Gift Card can no longer be used and any balance of Prepaid Value in the Account will not be refunded.** Subject always to Clause 4.5, whenever a Cardholder pays in excess of the Charges (“Extra Sum”) authorized by the Bank in a Transaction, the Bank is entitled to charge to the Account at any time the Charges, and at its discretion withhold in the Account a sum equals to a Percentage of the Charges. The Bank shall after being notified of the amount of the Extra Sum debit the Charges to the Account and apply the withheld sum to settle the Extra Sum, and release thereafter any unutilized balance of the withheld sum in the Account.
- If the Prepaid Value in the Account is insufficient to pay the Charges or any Extra Sum, the Bank may decline to authorize the relevant Transaction.
- The balance of the Account or the records of the Transactions can be obtained from such channels which the Bank may publish from time to time.
- Overseas Transactions**
If a Transaction will be converted into Hong Kong dollars at such exchange rate as shall be determined by VISA International on the date of conversion and, subject to Clause 5.2, the Bank will debit to the Account the Charges together with the Overseas Transaction/Foreign Exchange Conversion Charge on the conversion date.
“**Overseas Transaction/Foreign Exchange Conversion Charge**”
The prevailing exchange rate is determined by VISA International on the conversion date plus 1.75% handling charge (inclusive of a fee charge by VISA International to the Bank at the rate of 1%).
- Subject to Clause 4.5, the Bank is entitled to debit to the Account in an Overseas Transaction the Charges which are converted into Hong Kong dollars at an exchange rate determined by the Bank in its ordinary course of business.

6. Loss and unauthorized transactions

Name of the Cardholder will not be printed on the Gift Card and the Gift Card is in the nature similar to cash. Notwithstanding Clause 2.2, if the Gift Card is lost or has been used without the authority of the Cardholder and/or the person who pays for the same, the Bank will not replace the Gift Card or refund any of the Prepaid Value in the Account to such person and the Cardholder (as the case may be).

7. Replacement Card

- If the Gift Card has malfunctioned at any time before the Expiry Date due to reasons other than the fault of the Cardholder, the Cardholder may choose either to request for a replacement free of charge or to cancel the defective Gift Card and obtain full refund of the remaining unused Prepaid Value in the Account and the deposit (if any) of the defective Gift Card. In case the Cardholder chooses to request for a replacement, the Cardholder should return the defective Gift Card to the Bank and the Bank will replace a new Gift Card to the Cardholder with such remaining unused Prepaid Value in the Account for use till the Expiry Date.
- In case the Cardholder does not agree to any significant change of the terms and conditions of this Agreement pursuant to Clause 9, the Cardholder shall within 30 days after the announcement of such change be entitled to cancel the Gift Card and obtain full refund of the remaining unused Prepaid Value in the Account and the deposit (if any) of the unexpired Gift Card.

8. Relationship between the merchant and the Cardholder

- The Bank shall not be liable or held responsible if the merchant to an Intended Transaction refuses to accept the Gift Card.**
- The Cardholder shall handle all disputes in relation to any Transaction directly with the relevant merchant. Under no circumstances shall the Bank be involved or held responsible to any dispute in relation to any Transaction.**

9. Amendments and Notifications

- The Bank may at its discretion change any of these terms and conditions with effect after such reasonable prior notice as determined by the Bank by publishing such changes in the website: www.bankcomm.com.hk or through such other means deemed appropriate by the Bank provided that where the change affects fees and charges and the liabilities or obligations of the Cardholder, such change will not take effect until 30 days after it is published. This clause does not apply to changes beyond the Bank’s control.
- The Bank may from time to time publish all latest information relating to the Gift Card (including the Percentage and any other information which it is obliged to publish under these terms and conditions) via its website: www.bankcomm.com.hk.

10. Exclusion of Liability

The Bank shall not be liable for any loss or damage whatsoever or howsoever arising relating to the Gift Card except where it is caused by the negligence or wilful default of the Bank.

11. Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the Cardholder hereby irrevocably agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

12. Miscellaneous

- If at any time any of these terms and conditions of this Agreement becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- No failure to act, omission or delay by the Bank to exercise or enforce any right under these terms and conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the English version shall prevail.

Bank of Communications Co., Ltd. Hong Kong Branch (Incorporated in the People’s Republic of China)

一般有關交通銀行禮物卡(「禮物卡」)之問題

1. 怎樣使用禮物卡？

答： 您可使用已存入預付金額的禮物卡並於全球VISA商戶簽賬消費，簽賬消費之使用方法與一般VISA卡無異。禮物卡之使用須受交通銀行禮物卡持卡人合約之條款及細則約束。

2. 禮物卡是否需要審批？

答： 不需要。客戶只需於交通銀行股份有限公司香港分行（「銀行」）或任何一間支行購買禮物卡即可，簡單方便。

3. 使用禮物卡有否年齡限制？

答： 禮物卡只供16歲或以上人士使用。

4. 禮物卡與一般的商戶禮券及銀行禮券有什麼不同？

答： 一般商戶禮券只適用於指定商戶，局限了使用地點及種類，而禮物卡卻可於全球貼有VISA標誌或接受以VISA作付款的商戶簽賬消費；一般銀行禮券需使用者把禮券先存入其個人銀行戶口內方可兌現。

5. 禮物卡是否一張信用卡？

答： 不是。禮物卡是一張預先存入預付金額之VISA卡，存入之預付金額最少為HK\$100而最多為HK\$5,000。禮物卡只供簽賬，並不設信用額，且不能作現金透支或於自動櫃員機提款等用途。

6. 如何確認禮物卡？

答： 客戶只需於禮物卡背面簽署即可確認禮物卡，於購買後第二天即可於貼有VISA標誌或接受以VISA卡作付款的商戶簽賬消費。

7. 簽賬交易之金額可否多於禮物卡內之預付金額價值？

答： 不可以。銀行會替已發出之禮物卡開立一個賬戶，並在每次進行交易時於該賬戶內扣減結餘，若禮物卡內之結餘不足以支付所需簽賬交易金額，則該項簽賬交易將不獲接納，餘額亦不可退回現金。

8. 禮物卡可否重新存入預付金額及要求退款？

答： 不可以。禮物卡不可重新存入預付金額及要求退款。

9. 禮物卡可否作現金透支之使用或免簽結賬服務之使用？

答： 不可以。禮物卡不可用作現金透支、以人手壓印收據所進行的交易、郵購、電話購物、網上購物、自動轉賬或賬單繳費、賭場或飛機或郵輪所進行之簽賬交易、於本地及海外自動櫃員機使用或VISA免簽結賬服務或於銀行不時公佈的其他交易及/或其他地方或終端機使用。(例如於電影院、停車場、快餐店所進行之簽賬等。)

10. 怎樣查閱禮物卡的預付金額結餘？

答： 客戶可隨時向銀行分行或任何一間支行的客戶服務人員查詢或致電客戶服務熱線 (852) 22 699 699 或透過銀行網址 (www.bankcomm.com.hk) 或銀行不時認定合適之其他途徑查詢。

11. 當禮物卡之預付金額已全數用罄或到期日屆滿後，怎樣處理此禮物卡？

答： 當禮物卡之預付金額已全數用罄或到期日屆滿後，便不可作簽賬購物之用，客戶不需交回禮物卡予銀行及可留作收藏紀念。禮物卡之到期日已印於卡面「VALID THRU」字樣下。由左起之首兩位數字為月份，其後兩位數字為年份。

12. 如禮物卡遭遺失或失靈，可否補發新卡？

答： 若禮物卡遭遺失，銀行將不會補發禮物卡或退回預付金額。如禮物卡於到期日前操作失靈，而該失靈非因持卡人的錯失而引致，持卡人可選擇要求免費替換禮物卡，或者將該損壞禮物卡取消及獲全數退回與該損壞禮物卡有相等賬戶餘額的預付金額及按金(如有)。如持卡人選擇要求替換禮物卡，持卡人需將該損壞禮物卡退回銀行，而銀行會向持卡人補發一張與損壞禮物卡有相等賬戶餘額的預付金額及有效期的禮物卡。

交通銀行股份有限公司香港分行（於中華人民共和國註冊成立）

General Frequently Asked Questions of the Gift Card (“Gift Card”)

1. How does the Gift Card work?

A: Cardholder can use the Gift Card for retail purchases just like a regular VISA card, up to the prepaid value designated to the Gift Card when it is issued. The use of Gift Card shall be subject to the terms and conditions of the Cardholder Agreement for the Bank of Communications Gift Card.

2. Is there any approval procedure required for Gift Card?

A: No. The Gift Card can be purchased at the branch or any sub-branches of Bank of Communications Co., Ltd. Hong Kong Branch ("the Bank").

3. Is there any age requirement on the Gift Card cardholder?

A: Yes. The cardholder of the Gift Card must be aged 16 or above.

4. What makes the Gift Card different from other Store or Bank gift voucher?

A: The Gift Card can be used at any merchant shops that accept VISA cards for payment purpose. Unlike a department store gift voucher, which limits your purchases only at the designated department store, you can use the Gift Card at any merchant shops wherever the VISA logo is displayed. For the Bank gift voucher, the recipient needs to deposit the Bank gift voucher in his/her bank account first before he/she can make use of the value printed on the gift voucher.

5. Is the Gift Card a credit card?

A: No. The Gift Card is a prepaid VISA card with a minimum prepaid value of HK\$100 but subject to a maximum prepaid value of HK\$5,000. The Gift Card is applicable to electronic transactions for retail purchases only but does not allow any cash advance or ATM access. No credit limit will be provided.

6. How can I activate the Gift Card?

A: You can activate the Gift Card by simply signing at the back of the Gift Card before use. The Gift Card can be used at any merchant shops wherever the VISA logo is displayed and that accept VISA card for payment with effect from the day following the day on which you purchased the Gift Card.

7. Can I make a purchase for more than the amount remaining on the Gift Card?

A: No. The Bank at which the Gift Card is issued will maintain an account for each Gift Card issued and the balance in the account will be reduced after each purchase in accordance with the value of each transaction. The transaction will be declined if the prepaid value designated to the Gift Card has been fully used up or the remaining balance in the account is not enough to cover the value of the transaction. Remaining balance cannot be refunded.

8. Can I request for refund or increase the prepaid value after the Gift Card is issued?

A: No. You cannot request for any refund or increase the prepaid value once the prepaid value is credited to the account on the date the Gift Card is issued.

9. Is the Gift Card applicable for cash advances or to the VISA Express Payment Services?

A: No. The Gift Card cannot be used for cash advances, transactions processed by manually imprinted sales slips, mail orders, phone orders, autopay, online orders or bill payments, transactions in casinos, on aeroplanes or on ocean liners, transactions at any local or overseas ATMs and for any VISA Express Payment services or such other transactions and/or at such other places or terminals which the Bank may from time to time publish (e.g. transaction made in cinema, car park, fast food outlets).

10. How can I check the balance on the Gift Card?

A: You can check the balance of the Gift Card at the branch or any sub-branches of the Bank or by calling our Customer Services Hotline at (852) 22 699 699 or via the Bank website (www.bankcomm.com.hk) or through such other means deemed appropriate by the Bank.

11. What happens when I have spent all the value on the Gift Card or the expiry date of the Gift Card has lapsed?

A: Once the prepaid value of the Gift Card depleted or the expiry date printed on the Gift Card has lapsed, the Gift Card will become invalid for any purchases. You are not required to return the Gift Card to the Bank and may keep the specially designed Gift Card as a souvenir. The expiry date of the Gift Card is imprinted on the Gift Card under "VALID THRU", the first 2 digit is Month, and the last 2-digit is Year.

12. Can I get a replacement card if the Gift Card is lost or malfunctioned?

A: If the Gift Card is lost, the Bank will not replace the Gift Card or refund any of the prepaid value of the Gift Card. If the Gift Card has malfunctioned at any time before the Expire Date due to reasons other than the fault of the Cardholder, the Cardholder may choose either to request for a replacement free of charge or to cancel the defective Gift Card and obtain full refund of the remaining unused Prepaid Value in the Account and the deposit (if any) of the defective Gift Card. In case the Cardholder chooses to request for a replacement, the Cardholder should return the defective Gift Card to the Bank and the Bank will replace a new Gift Card to the Cardholder with such remaining unused Prepaid Value in the Account for use till the Expiry Date.

Bank of Communications Co., Ltd. Hong Kong Branch (Incorporated in the People's Republic of China)