



# Terms and Conditions –livi Mastercard® x HOMEPLUS 8% Rebate Spending Offer

## Promotion Period

1. This livi Mastercard x HOMEPLUS 8% Rebate Spending Offer (Offer) is valid from 10 November to 31 December 2021, both dates inclusive (Promotion Period).

## Who can enjoy the Offer

2. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully completed a single transaction which amount reaches a certain level using livi PayLater Mastercard® or livi Debit Mastercard® (Specified Card) at HOMEPLUS (Merchant) e-commerce shopping platform at <https://home-plus.hk> or its application (Specified Transaction) during the Promotion Period and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).

## What is the Offer

3. This Offer is 8% rebate of the amount of relevant Specified Transaction and each subject to the following conditions. We will distribute the Offer to the Eligible Customer’s liviSave Account within 30 calendar days after the Promotion Period.

Specified Card	Conditions for the Offer	Rebate Cap
livi Debit Mastercard	For payment HK\$800 or above	Each Eligible Customer can earn up to HK\$200 during the Promotion Period
livi PayLater Mastercard	For payment HK\$2500 or above and settle such transaction by drawing livi PayLater facility to finance such spending	Each Eligible Customer can earn up to HK\$250 during the Promotion Period

For the purpose of calculating the Offer:

- a. the amount of the Specified Transaction is the net payment amount charged to the Specified Card after all applicable offers, discounts, reductions and use of vouchers/gift cards, and will be rounded down to the nearest whole number. For example, a Specified Transaction of HK\$102.95 will be rounded down to HK\$102;
- b. if the Specified Transaction is settled in a currency other than Hong Kong Dollar, the Offer will be calculated based on the amount charged in Hong Kong Dollar according to the terms and conditions governing such Specified Card;
- c. the amount of Offer will be rounded down to the nearest cent. For example, if the Offer amount as calculated is HK\$2.539, it will be rounded down to HK\$2.53; and
- d. if any refund or charge-back occurs (whether or not on a Specified Transaction) during the Promotion Period, we reserve the right to set off such refunded amount against the aggregate



Specified Transaction amount of the calendar month in which the refund occurs when calculating the Offer. If the aggregate Specified Transaction amount of such calendar month is insufficient for such setoff, the balance will be set off against of Specified Transaction amounts of later months in the Promotion Period until the same is fully set off. Such set off will not affect our calculation in relation to the rebate cap of the Offer.

#### **Conditions for enjoying the Offer**

4. The Eligible Customer's liviSave Account and Specified Card must remain valid and in good standing as decided by livi at the time when the Offer is rewarded to him/her. Otherwise, the Offer will be cancelled or forfeited without prior notice to the Eligible Customer. The Eligible Customer should ensure the personal information registered with livi is valid and up to date.
5. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Specified Transactions (including the date of the Specified Transactions and the information and documents submitted to us) and our records on the available Offer quotas are final and conclusive in the absence of obvious error.
6. The Specified Transaction and its transaction amount do not include the purchase of smart phone, tablet, stage 1 milk formula, HOMEPLUS e-gift voucher and/or services and/or products offered and/or supplied by Hong Kong Broadband Network Limited, Asian Technology (Hong Kong) Limited, Apple Inc. and Samsung Electronics, and any other merchants designated by Merchant.
7. Livi or HOMEPLUS may notify the other party when the Eligible Customer has successfully completed the Specified Transactions. The Eligible Customer agrees that livi or HOMEPLUS may identify his/her partial name to the other party for such notification purpose.
8. We disclaim any liability or responsibility in relation to any dispute, agreement, arrangement, complaint, representation, etc. as between the Eligible Customer and the Merchant.
9. For the avoidance of doubt, nothing under these Terms and Conditions or the Offer will deem, imply, render or suggest that the Merchant is acting as an agent or representative of livi or otherwise soliciting business on behalf of livi.
10. We are not a supplier or service provider of the products/services/auxiliary services provided in the Specified Transaction, and shall not be responsible for any matters relating to them. The Merchant is solely responsible for all obligations and liabilities in relation to such products or services.

#### **Changing these Terms and Conditions**

11. We reserve the right to vary these Terms and Conditions at any time. You may check our App and website for the latest information, availability and terms and conditions of the Offer.

#### **Other terms**



12. The Offer is not transferable, refundable, replaceable or redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
13. Any fraud or misrepresentation in obtaining the Offer and/or abuse of the Offer will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Offer and to recover any costs and loss.
14. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
15. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
16. In case of any dispute, our decision will be final and conclusive.
17. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
18. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
19. The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English and the Chinese versions.

*Issued by Livi Bank Limited (Dated: 10 November 2021)*