

# Terms and Conditions – livi PayLater Welcome Offer (New User Only)

#### **Promotion Period**

1. This livi PayLater Welcome Offer (New User Only) (Offer) is valid from 1<sup>st</sup> April 2023 to 30<sup>th</sup> June 2023, both dates inclusive (Promotion Period).

## Who can enjoy the Offer

- The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully
  completed the transaction below (Specified Transaction) during the Promotion Period and fulfil other
  conditions set out in these Terms and Conditions (Eligible Customers).
- 3. Specified Transactions means:
  - a. To open a liviSave Account with livi using the unique invitation code distributed through the specified platform of the Designated Partner; and
  - b. to applied livi PayLater facility together with a livi PayLater Mastercard® (Specified Card); and
  - c. To complete eligible transactions to reach a Specified Accumulated Amount (3,000 HKD) using Specified Card at any merchants within specific promotion period; and
  - d. Settle such transaction by drawing livi PayLater facility with a repayment period of 3 months or above and early settlement is not eligible; and
  - e. The first instalment must be made repayments in accordance with repayment dates agreed or specified by livi.
- 4. For avoidance of doubts, the above Specified Transaction Amount means the actual transaction amount after deduction of any other coupon or discount and must be in HKD, except foreign currency transactions converted into Hong Kong Dollars at the point of sales via dynamic currency conversion.

### Who cannot enjoy the Offer

- 5. The Offer is not available to the following customers:
  - a. an existing customer of livi; or
  - b. a customer who had maintained a liviSave Account within 12 months before the date of application to open the liviSave Account (whether or not the customer received any other offer from us previously); or
  - a customer who had closed and reopened PayLater within 12 months of closure (together with the livi PayLater Mastercard) before the Promotion Period (whether or not the customer received any other offer from us previously); or
  - d. If the relevant spending is not funded by livi PayLater facility for whatever reason (for example, if the transaction amount does not reach the minimum threshold for drawing livi PayLater facility so that such amount is deducted from liviSave Account); or
  - e. If the repayment period of the relevant livi PayLater facility is revoked when the Offer is rewarded.

#### What is the Offer

6. The Offer is a 1000 HKD cash reward. We will credit the cash rewards to Eligible Customer's liviSave Account within 60 calendar days after achieving Specific Accumulative Amount and settlement of the first instalment of entire Specific Accumulative Amount.

### Conditions for enjoying the Offer

- 7. The Eligible Customer's liviSave Account, Specified Card and the livi PayLater facility 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.
- 8. Each Eligible Customer can only enjoy the Offer once. This means the Eligible Customer can only enter 1 (one) invitation code. We may allow each Eligible Customer to change the invitation code up for 3 (three) times <u>before the application of liviSave Account has been approved by us</u>, and the last invitation code entered by the Eligible Customer will prevail. Further, there is a limited quota for the Offer and it is offered on a first-come-first-served basis. Our records on the Specified Transaction (including any invitation code, the date of the application and the information and documents submitted to us) and Offerquotas are final and conclusive in the absence of obvious error.
- 9. We disclaim any liability or responsibility in relation to any dispute, agreement, arrangement, complaint, representation, etc. as between the Eligible Customer and the Designated Partner in relation to the Offer.
- 10. For the avoidance of doubt, nothing under these Terms and Conditions or the Offer will deem, imply, render or suggest that the Designated Partner is acting as an agent or representative of livi or otherwise soliciting business on behalf of livi.

### **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 this promotion.

#### Other terms

- 12. The Offer is not transferable, replaceable or redeemable for 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 discretionwithout prior notice.
- 15. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of ThirdParties) 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.