



## Important Notice

*Terms and Conditions – Mastercard Cashback Offer for Video Entertainment Experience* will be amended on 1<sup>st</sup> December 2021 (Effective Day). For details, please refer to *Terms and Conditions – Mastercard Cashback Offer for Video Entertainment Experience* (Effective on 1<sup>st</sup> December 2021) (Amended Conditions) as below. If you continue to enjoy the Offer on or after Effective Day, you will be deemed to accept the Amended Conditions.

## Terms and Conditions – Mastercard Cashback Offer for Video Entertainment Experience

### Promotion Period

1. This Mastercard Cashback Offer for Video Entertainment Experience (Offer) is valid from 16<sup>th</sup> November 2021 to 31<sup>st</sup> 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 made any eligible transactions (Eligible Transaction) by their livi Debit Mastercard® and/or livi PayLater Mastercard (Specified Card) during the Promotion Period, and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Eligible Transaction means a retail transaction settled with the Specified Cards at designated video entertainment experience merchants (Designated Merchants). Designated Merchants are defined according to the merchant name / merchant ID / merchant category code / transaction types as solely defined by Mastercard or a merchant's acquiring bank, we have no control over such definition. **Overseas transactions at cinemas / movie theaters are excluded from Eligible Transaction.**
4. The list of Designated Merchants (Merchant List) could be found at <https://www.livibank.com/happiness/livi-Video-Entertainment-Experience.html>, or upon reaching liviCare. However, we may change the Merchant List, hence, the scope of Eligible Transaction from time to time without notice. We may determine whether a transaction is an Eligible Transaction at our discretion without giving reason. A type of transaction may have been Eligible Transaction but cease later, and vice versa.

### What is the Offer

5. In addition to the 1% reward (subject to its own terms and conditions), this Offer is a cash rebate rate that apply to the amount of relevant Eligible Transaction made by Eligible Customers using Specified Card successfully. The table sets out the details of Designated Merchants and corresponding cash back rate.

| Designated Merchants                                                                                                                                | Cash Back Rate |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| All local cinemas<br>(Only applicable on purchases via official ticket selling channels (box-office, website, mobile app and self-ticketing kiosk)) | 19%            |
| Online entertainment platforms                                                                                                                      | 19%            |

For the purpose of calculating the Offer:

- a. the amount of the Eligible Transaction is the net payment amount charged to the Specified Card after all applicable discounts, reductions and use of vouchers/gift cards, and will be rounded down to the nearest whole number. For example, an Eligible Transaction of HK\$102.95 will be rounded down to HK\$102;
  - b. If the Eligible 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 an Eligible Transaction) during the Promotion Period, we reserve the right to set off such refunded amount against the aggregate Eligible Transaction amount of the calendar month in which the refund occurs when calculating the Offer. If the aggregate Eligible Transaction amount of such calendar month is insufficient for such set-off, the balance will be set off against of Eligible Transaction amounts of later months in the Promotion Period until the same is fully set off. Any such set-off will not affect our calculation on the Monthly Cap as defined in clause 9.
6. The Offer earned in a calendar month will be issued to Eligible Customer's liviSave account within the next calendar month.
  7. The Offer cannot be earned in conjunction of Mastercard Cashback Offer for Online Spending or any other offer unless otherwise specified.

### Conditions for enjoying the Offer

8. 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.

9. The Eligible Customer can only enjoy the Offer once per day (between 00:00:00 and 23:59:59 each calendar day) during the Promotion Period. Each Eligible Customer can earn up to HK\$100 in a calendar month (Monthly Cap). The Offer has limited quotas and it is rewarded on a first-come-first-served basis. Our records on the Eligible Transactions (including the date of the Eligible Transaction 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.

### Changing these Terms and Conditions

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

### Other terms

11. The Offer is not transferable, replaceable or redeemable for properties or other membership/loyalty points, rewards or privileges.
12. 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.
13. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
14. 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.
15. In case of any dispute, our decision will be final and conclusive.
16. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
17. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
18. 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: 16<sup>th</sup> November 2021)*

# Terms and Conditions – Mastercard Cashback Offer for Video Entertainment Experience

(Effective on 1<sup>st</sup> December 2021)

## Promotion Period

1. This Mastercard Cashback Offer for Video Entertainment Experience (Offer) is valid from 16<sup>th</sup> November 2021 to 31<sup>st</sup> 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 made any eligible transactions (Eligible Transaction) by their livi Debit Mastercard® and/or livi PayLater Mastercard (Specified Card) during the Promotion Period, and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Eligible Transaction means a retail transaction settled with the Specified Cards at designated video entertainment experience merchants (Designated Merchants). Designated Merchants are defined according to the merchant name / merchant ID / merchant category code / transaction types as solely defined by Mastercard or a merchant's acquiring bank, we have no control over such definition. **Overseas transactions at cinemas / movie theaters are excluded from Eligible Transaction.**
4. The list of Designated Merchants (Merchant List) could be found at <https://www.livibank.com/happiness/livi-Video-Entertainment-Experience.html>, or upon reaching liviCare. However, we may change the Merchant List, hence, the scope of Eligible Transaction from time to time without notice. We may determine whether a transaction is an Eligible Transaction at our discretion without giving reason. A type of transaction may have been Eligible Transaction but cease later, and vice versa.

## What is the Offer

5. In addition to the 1% reward (subject to its own terms and conditions), this Offer is a cash rebate rate that apply to the amount of relevant Eligible Transaction made by Eligible Customers using Specified Card successfully. The table sets out the details of Designated Merchants and corresponding cash back rate.

| Designated Merchants | Cash Back Rate |
|----------------------|----------------|
|----------------------|----------------|

|                                                      |     |
|------------------------------------------------------|-----|
| MCL Cinemas#<br>(Effective from 1 December 2021)     | 29% |
| Emperor Cinemas#<br>(Effective from 1 December 2021) | 29% |
| All other local cinemas#                             | 19% |
| Online entertainment platforms                       | 19% |

# Only applicable on purchases via official ticket selling channels (box-office, website, mobile app and self-ticketing kiosk)

For the purpose of calculating the Offer:

- a. the amount of the Eligible Transaction is the net payment amount charged to the Specified Card after all applicable discounts, reductions and use of vouchers/gift cards, and will be rounded down to the nearest whole number. For example, an Eligible Transaction of HK\$102.95 will be rounded down to HK\$102;
  - b. If the Eligible 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 an Eligible Transaction) during the Promotion Period, we reserve the right to set off such refunded amount against the aggregate Eligible Transaction amount of the calendar month in which the refund occurs when calculating the Offer. If the aggregate Eligible Transaction amount of such calendar month is insufficient for such set-off, the balance will be set off against of Eligible Transaction amounts of later months in the Promotion Period until the same is fully set off. Any such set-off will not affect our calculation on the Cap as defined in clause 9.
6. The Offer earned in a calendar month will be issued to Eligible Customer's liviSave account within 30 working days.
  7. The Offer cannot be earned in conjunction of Mastercard Cashback Offer for Online Spending or any other offer unless otherwise specified. For the avoidance of doubts, Mastercard Cashback Offer for Online Spending is not applicable on any Eligible Transaction during the Promotion Period, even though the Cap (as set out in paragraph 9 below) has been reached.

### Conditions for enjoying the Offer

8. 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.

9. The Eligible Customer can only enjoy the Offer once per day (between 00:00:00 and 23:59:59 each calendar day) during the Promotion Period. Each Eligible Customer can earn up to HK\$100 in a calendar month (Cap). The Offer has limited quotas and it is rewarded on a first-come-first-served basis. Our records on the Eligible Transactions (including the date of the Eligible Transaction 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.

### Changing these Terms and Conditions

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

### Other terms

11. The Offer is not transferable, replaceable or redeemable for properties or other membership/loyalty points, rewards or privileges.
12. 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.
13. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
14. 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.
15. In case of any dispute, our decision will be final and conclusive.
16. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
17. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
18. 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: 22<sup>nd</sup> November 2021)*