



## Terms and Conditions – livi PayLater Mastercard Cashback Offer

### Who can enjoy the Offer

1. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully made any Eligible Transactions (as defined below) using livi PayLater Mastercard® (Specified Card) during the Promotion Period, and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
2. Eligible Transaction means a retail **and/or** online transaction (online transaction identified in accordance to the transaction code assigned by relevant card association) settled with the Specified Card, **EXCEPT FOR** the follows:
  - a. finance and bank payments, interests and charges, including interest, repayment, annual fees, finance charges, late charges and handling fees;
  - b. purchase and/or reload of stored value cards (including Octopus top-up transactions via e-wallets or any other means);
  - c. transactions at financial institutions (including brokers, dealers and insurance companies);
  - d. foreign currency transactions converted into Hong Kong Dollars at the point of sales via dynamic currency conversion;
  - e. betting and gambling transactions;
  - f. tax payments;
  - g. autopay and recurring transactions;
  - h. all unposted/cancelled/refunded transactions;
  - i. online transaction that is settled using contactless payment via Apple Pay or Google Pay.
3. We may change 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.
4. The transactions code is assigned by the card association of the Specified Card and we have no control over that.

## What is the Offer

5. This Offer is a cashback of **8% of the amount of relevant Eligible Transaction at Designated Merchants** **OR** **5% of the amount of relevant Eligible Transaction at any merchant other than the Designated Merchants**. The table sets out the details of Designated Merchants and corresponding cashback rate.

Eligible Transaction	Cashback Rate	Promotion Period	Monthly Cap
<b><u>Retail and/or online transaction</u></b> at any <b>Designated Merchants</b> using the Specified Card	8%	Promotion Period varies for different Designated Merchants. Please check livi App / website details.	Each Eligible Customer can earn up to HK\$200 in each calendar month.
<b><u>Online transaction</u></b> at any merchant <b>other than</b> the Designated Merchants using the Specified Card	5%	From 1 <sup>st</sup> April 2022 to 31 <sup>st</sup> May 2022 (both dates inclusive)	

For the purpose of calculating the Offer:

- 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;
- 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;
- 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;
- if any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in relation to the refunded, partially refunded or reversed transaction;
- if the Eligible Transaction is settled in a currency other than Hong Kong Dollar, and any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in relation to the refunded, partially refunded or reversed transaction in the original currency; and
- if any refund, partially refund, or charge-back occurs subsequently, we will not re-set or adjust the Monthly Cap regardless of whether we deduct the relevant Offer from Eligible Customer's liviSave Account.

6. Designated Merchants may require minimum transaction amount or impose other terms and conditions. For details, please check the Designated Merchants list in our website or contact the Designated Merchants directly.
7. Upon completion of the Eligible Transaction, we will credit the Offer to Eligible Customer's liviSave account by next calendar month.

### 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. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Eligible Transactions (including the date of the Eligible 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.

### 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.

*Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries. Google Pay is a trademark of Google LLC.*

*Issued by Livi Bank Limited (dated: 1<sup>st</sup> April 2022)*



## Terms and Conditions – livi Debit Mastercard 1% Cashback Offer

### Promotion Period

1. This livi Debit Mastercard 1% Cashback (Offer) is valid from 1<sup>st</sup> April 2022 to 31<sup>st</sup> May 2022, 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 (as defined below) by their livi Debit 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 and/or online transaction made with the Specified Card, **EXCEPT FOR** the follows:
  - a. finance and bank payments, interests and charges, including interest, repayment, annual fees, finance charges, late charges and handling fees;
  - b. mail, fax and telephone orders;
  - c. purchase and/or reload of stored value cards (including Octopus top-up transactions via e-wallets or any other means);
  - d. transactions at financial institutions (including brokers, dealers and insurance companies);
  - e. foreign currency transactions converted into Hong Kong Dollars at the point of sales via dynamic currency conversion;
  - f. betting and gambling transactions;
  - g. tax payments;
  - h. autopay and recurring transactions;
  - i. all unposted/cancelled/refunded transactions.
4. We may change 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. The Offer is a cash rebate of **1%** of the amount of relevant Eligible Transaction. The total rebates on all Specified Cards that each Eligible Customer can earn in each calendar month under the Offer is up to HK\$200. 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;
  - 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;
  - d. if any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in relation to the refunded, partially refunded or reversed transaction;
  - e. if the Eligible Transaction is settled in a currency other than Hong Kong Dollar, and any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in relation to the refunded, partially refunded or reversed transaction in the original currency; and
  - f. if any refund, partially refund, or charge-back occurs subsequently, we will not re-set or adjust the Monthly Cap regardless of whether we deduct the relevant Offer from Eligible Customer's liviSave Account.
6. The Offer will be credited into the Eligible Customer's liviSave account within 30 calendar days from the date of the Eligible Transaction.

### Conditions for enjoying the Offer

7. 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.
8. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Eligible Transactions (including the date of the Eligible 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.

### Changing these Terms and Conditions

9. 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

10. The Offer is not transferable, replaceable or redeemable for properties or other membership/loyalty points, rewards or privileges.
11. 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.
12. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
13. 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.
14. In case of any dispute, our decision will be final and conclusive.
15. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
16. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
17. 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: 1<sup>st</sup> April 2022)*