"Towngas The Smashing Win Lucky Draw" Terms and Conditions (these "Terms and Conditions")

- 1. "Towngas The Smashing Win Lucky Draw" (this "Event") is organised by The Hong Kong and China Gas Company Limited (the "Company").
- 2. Please read these Terms and Conditions carefully before you participate in this Event. By participating in this Event, it is taken that you accept these Terms and Conditions and will be bound by them. If you do not accept these Terms and Conditions, please do not participate in this Event. The Company reserves the right to disqualify any Participant who violates these Terms and Conditions.
- 3. In these Terms and Conditions, "Towngas App" means the mobile app named as "Towngas 煤氣公司" provided by the Company; "Company Website" means the Company's website (www.towngas.com); "Towngas eAccount" means the Towngas eAccount registered with the Company via the Company Website or the Towngas App; "you" means the Towngas eAccount user of Towngas App (Towngas eAccount user of the Company Website is excluded), participant and winner of this Event; "Participant" means the participant(s) of this Event; and, "Winner" means the winner(s) of this Event;. Unless otherwise defined in these Terms and Conditions, words used in these Terms and Conditions shall have the meanings as defined in the Towngas App's terms and conditions.
- 4. You will be asked to provide personal data to the Company when you participate in this Event. The Company may collect and compile further personal data during the continuation of this Event. By participating in this Event, the Participant agrees to allow the Company to send his/her personal data, including but not limited to gas account number, the login status and use settings of the Towngas App, gas usage reading, etc., to third-party service providers for lucky draw, prize redemption and verification. The Participant shall also be regarded as authorising the Company to use his/her personal data for the operation, lucky draw, communication, prize redemption and verification purposes in this Event.
- 5. Once you have participated in this Event, you agree to allow the Company to use all your personal data provided to the Company when you registered your Towngas eAccount for operation, lucky draw, communication, prize redemption and verification purposes for this Event.
- 6. In addition to clauses 4 and 5 above, the Privacy Policy Statement for Towngas App shall also be applicable to this Event. Please read carefully the said Privacy Policy Statement for Towngas App, which is available on the Company's webpage (https://www.towngas.com/tc/Info/Privacy) and on Towngas App, before providing your personal data.
- 7. This Event is exclusively available at Towngas App, and not available on the Towngas eAccount on the Company Website and any other website and mobile app of the Company, such as the "Towngas Fun" mobile app or website.

Eligible Participants

- 8. Participant must be a valid Towngas eAccount user and must hold a valid Hong Kong Identity Card for persons of age 18 or over. Should you be not a valid Towngas eAccount user, please register as a Towngas eAccount user in advance.
- 9. In the interest of fairness, the employees of the Company and its agencies are not eligible for entering this Event.

Participation for this Event

- 10. Participant must download the Towngas App and register for Towngas eAccount in order to enter this Event via the Towngas App. Participant shall provide a valid email address in the registration of Towngas eAccount for enrolment of this Event.
- 11. During the Event Period, all valid registered Towngas eAccount user on Towngas App will be participated in this Event automatically by completing the missions under the Game Rules pursuant to clause 15, no further registration is required.
- 12. Participant shall make sure that the information they submit to Towngas eAccount is correct and accurate.
- 13. This Event starts on 17 December 2021 at 12 a.m. (Hong Kong time) and closes on 27 January 2022 at 11:59 p.m. (Hong Kong time) ("Event Period").
- 14. For the purpose of this Event, the time recorded in Towngas App system is final.
- 15. Game Rules

Mission **	Number of steps moving forward
Download Towngas App and check in as a valid Towngas eAccount user via the app once	Move forward 10 squares (One off)
Daily check-in as a valid Towngas eAccount user via Towngas App	Move forward 1 square (Once a day)
Maintain status as eBilling user throughout the Event Period #	Move forward 5 squares (Max. 15 squares for the entire Event Period)
Report meter reading through Towngas App	Move forward 5 squares (Max. 10 squares for the entire Event Period)

Keep "Mobile Reminder Service" of both "Report Meter Reading Reminder" and "eBilling Reminder" turned on for Towngas App #		
Correctly respond to a "Green Knowledge Q&A" on the Towngas App	Move forward 1 square for every correct answer (Max. 42 squares for the entire Event Period)	

^{**} All missions must be completed on the Towngas App. Participants must already be valid registered users of Towngas eAccounts prior to completing any mission for it to be taken into account.

Checking dates as follows:

1st round: 31 December 2021 (9am to 5pm) 2nd round: 14 January 2022 (9am to 5pm) 3rd round: 27 January 2022 (9am to 5pm)

Number of entries is determined by the cumulative number of squares covered by each Participant during this Event. Every 10 squares represent one draw gained by the Participant. For instance, a Participant who advances by 100 squares during this Event will get 10 draws. Meanwhile, a Participant who covers 108 squares will only get 10 draws.

This Event

- 16. Winner will be drawn randomly by a specialised computer system on 28 January 2022.
- 17. The Company will carry out this Event according to the total number of entries a Participant earned.
- 18. Each gas account can win a prize no more than once.

Prizes

19. The prizes will be given on random basis by a specialised computer system, include:

Prizes		Quota
1.	Smartphone (Model 13 pro max, 256GB)	1
2.	Mini tablet (Model 6, 64GB)	1
3.	Wireless Bluetooth earphones (Model 3)	4
4.	Theme Park one-day admission ticket with food coupon	20
5.	Hotel afternoon tea set for one	20
6.	Indoor sports centre one-hour VIP ticket	20
7.	HK\$100 supermarket e-coupon	100

- 20. The price of the prize is for reference only. The Company is not responsible or liable and shall bear no consequence for the price difference between the reference retail prices and actual market prices of, value of or any issues with the prize, the Company shall not give any declaration, compensation and/or be assumed any responsibilities, liabilities and consequences regarding the same. In case of any dispute, the decision of the Company shall be final and conclusive.
- 21. The Company shall not be responsible for any consequences due to the redemption, use or enjoyment of the prizes.
- 22. The Company does not guarantee the quality and availability of any prize, whether provided by the Company or any other merchant. Where a product/service is provided by a third-party merchant rather than the Company, the Company does not guarantee the quality of the product/service or whether or how the merchants perform including but not limited any false trade descriptions, misleading, false statement, incomplete, unauthorised representation, unfair trade or any conduct of their staff, managers or agents. You should resolve any complaint or dispute relating to the product/service provided by the third-party merchant directly with the merchant.

Announcements of the Results and Prize Collection

- 23. The Winner will be announced on the Towngas App and the Event's website (https://towngasapppromo.omnicampaigns.com/html/en) and published in The Standard and Sing Tao Daily on 31 January 2022.
- 24. Individual Winner will also be notified via the email address given at the time of registration for the Towngas eAccount. Winner must follow the prize redemption arrangement of the Company (including but not limited to specific time, location and method) and collection by proxy is not accepted, Winner shall collect his/her prize in person between 4 February 2022 and 11 February 2022 (both dates inclusive),. Otherwise, the Winner will be deemed to have given up his/her prize and right to collect it. The prize will be forfeited.
- 25. The Winner must be a valid registered Towngas eAccount user on Towngas App on the date of the redemption of prizes. Otherwise, shall a Winner's Towngas eAccount have been terminated at the time, the Company reserves the right to disqualified the Winner.
- 26. At the time of the prize collection, the Winner is required to prove his/her eligibility to the Company, including presenting the

original of his/her Hong Kong Identity Card for persons of age 18 or over and his/her own valid Towngas eAccount on Towngas App which was used to participate in this Event.

- 27. Should a Winner fail to provide the required proof stated in clause 26 for verification or any of the proof provided be inconsistent with the information on the Towngas eAccount which was used to participate in this Event or the Winner fails to hold a valid Hong Kong Identity Card for a person of the age of 18 years or over, his/her registration will be disqualified and the awarded prize will be forfeited without notice at the sole discretion of the Company. No supplemental lucky draw will be arranged by the Company. The Company shall not give any declaration, compensation and/or assume any responsibility, liability and/or bear any consequence.
- 28. Prizes cannot be transferred, exchanged or converted into cash or any other products/services. No Winner is entitled to request any alternative gift or payment of cash in substitution of his/her prize.
- 29. The prize shall be forfeited if the Winner fails to use it before the expiry date. Requests for re-issue will not be accepted.
- 30.After the redemption of prizes, the Company will not re-issue, replace, repair, maintain or be responsible for damaged, lost or stolen prizes. The Company shall not give any declaration, compensation and/or assumes any responsibility, liability and/or bear any consequence regarding the same.
- 31. If the Company cannot inform or contact the Winner or if the Winner cannot receive notifications and/or redeem the prize due to any false, invalid, incomplete, outdated or incorrect information provided during registration of a Towngas eAccount, the Company will not re-issue the prize. The Company shall not give any declaration, compensation and/or assume any responsibility, liabilities and/or bear any consequence regarding the same, and the Winner will be disqualified. Participant shall ensure his/her registered email address for Towngas eAccount is valid and correct for the purpose of notifications (if applicable).
- 32. No alternative Participant will be drawn for unclaimed or forfeited prizes by the Company. The Company has the right to the final decision on how to utilize these prizes.

Personal Data

- 33. Data collected from Participant during this Event, including but not limited to data collected under the missions mentioned under clause 15 will only be used for purposes related to this Event.
- 34. Information (including personal data) collected during this Event may be disclosed and transferred to the data processor or other agents of the Company who are engaged to conduct or monitor this Event, for such purpose only, without the relevant participant's prior consent. Such information will be properly stored and encrypted, and will be destroyed within 90 days of this Event's conclusion.
- 35. If you do not provide us with the requested data, you may not participate in the Event.
- 36. Please browse the Privacy Policy Statement of the Company via https://www.towngas.com/en/Info/Privacy.

General

- 37. The Company has the sole and absolute discretion in determining a person's eligibility to enter this Event and/or receive any prize in accordance with these Terms and Conditions.
- 38. In the case of any eligible Participant's failure to log in to the Towngas eAccount via Towngas App and/or participate in this Event or any delay, loss, or error in the submitted information resulting from any unforeseen circumstances, such as technical failure or incompatibility issues with other software, the Company assumes no responsibility.
- 39. Information provided by the Participant cannot be amended once it is submitted. All information is subject to the records of the Company. Any incorrect, incomplete, missing, false or duplicated entry will be disqualified. Notification will not be sent for any voided registration.
- 40. If a Participant is found to use a false name and/or fake account, and/or used details that are fraudulent or misappropriated from any third party and/or adopt any way to invade and/or modify/write/use a computer program or dishonestly to participate in this Event, the Company reserves the sole right to cancel the Participant's entitlement to the participation in this Event and/or to the prize and to retrieve the prize if it had been collected, without notice and explanation. The Company further reserves all rights against the Participant and the Participant shall bear all related and associated responsibilities, liabilities and consequences.
- 41. If any information delivered or registered by the Participant, Winner or the Company is lost, incorrect, unidentifiable, invalidated or damaged due to computer, network, telephone, technology or other reasons that are not attributable to the Company, the Company shall not assume any legal responsibility, and Participants and/or Winner do not hold the right to object or to appeal.
- 42. Any fraud and/or abuse of this Event by you (as determined by the Company at its sole discretion) will result in forfeiture of your eligibility to participate in this Event and/or cancellation of your Towngas eAccount. The Company reserves the right to cancel your entitlement to the participation in this Event and/or to the prize and to retrieve the prize obtained by you inappropriately pursuant to any fraud and/or abuse without notice and/or take legal action in such instances to recover any loss and/or damages suffered by the Company.
- 43. If this Event cannot be run as planned due to infection by computer virus, bugs, worms, Trojan horses, server attacks, tampering, unauthorised intervention, fraud, technical failures, and/or any other causes beyond the control of the Company that corrupt or affect the system operation, security, fairness, integrity, or normal operations the relevant part(s) of this Event, the Company reserves the right to postpone, suspend or cancel the relevant part(s) of this Event as well as to disqualify any Participant who tamper with this

Event process, without notice.

- 44. The Company shall not be responsible for any consequence due to the redemption, use or enjoyment of the prizes.
- 45. All the photos are for reference only and the prizes are subject to the actual products.
- 46. If there is any discrepancy between the information contained in the promotional materials and these Terms and Conditions, these Terms and Conditions shall prevail.
- 47. This Event is held within Hong Kong. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Each Participant submits to the exclusive jurisdiction of the courts of Hong Kong.
- 48. These Terms and Conditions shall be interpreted by the Company. In case of any dispute, the decision of the Company shall be final.
- 49. It is the Winner's responsibility to comply (at his/her own expenses) with any laws requiring payment of any tax, duty, levy or similar impost relating to the award of the prize, and the Company shall have no responsibility in respect thereof.
- 50. If the Participant or Winner violates any rules or commits any illegal acts that result in any losses on the part of the Company or any third parties, the relevant Participant or Winner will be liable for all the liabilities.
- 51. A person who is not a party to these Terms and Conditions may not enforce any of the terms hereunder under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).
- 52. These Terms and Conditions are governed by and will be construed in accordance with Hong Kong law. You submit to the exclusive jurisdiction of the Hong Kong courts.
- 53. In the case of any discrepancy or inconsistency between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.
- 54. For enquiries, please feel free to contact us via email webmaster@towngas.com.
- 55. Trade Promotion Competition Licence Number: 55362-7