

# "Towngas App eBilling: Go Green, Get Rewarded" Terms and Conditions (these "Terms and Conditions")

1. "Towngas App eBilling: Go Green, Get Rewarded!" (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 have accepted these Terms and Conditions and are 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 cancel the lucky draw and/or 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 individual participant and winner of this Event; "Participant" means the participant(s) of this Event; and, "Winner" means the participants who receive prizes in this Event.

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, etc., to third-party service providers for the purposes of the lucky draw, prize redemption and identity verification. The Participants shall also be regarded as authorising the Company to use their personal data for the operation, lucky draw, communication, prize redemption and data verification related to this Event.

5. Once you have participated in this Event, you are deemed to agree that the Company may use all your personal data provided during your registration of your Towngas eAccount for the operation, lucky draw, communication, prize redemption and data verification related to 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 before providing personal information. The Privacy Policy Statement is available on the Company website (https://www.towngas.com/en/Info/Privacy) and Towngas App.

7. This Event is exclusively held within the Towngas App. It is not available on the Company Website or any other website and mobile app of the Company, such as the "Towngas Fun" mobile app or website.

## **Event Period**

8. This Event will start on 10 January 2025 and end on 9 April 2025 ("Event Period").

9. For the purpose of this Event, all dates and time under these Terms and Conditions will be based on the records of Towngas App's system.



### **Eligible Participants and Participation Method**

10. Participants must be a Towngas account holder and must hold a valid Hong Kong Identity Card for persons of age 18 or over.

11. Participants must be a valid Towngas eAccount user and use Towngas eBilling service and Towngas App.

12. Eligible participants must log in to their Towngas eAccount on Towngas App and register for this Event on the designated promotional page within Towngas App.

13. Each gas account is eligible for one chance to enter the lucky draw and can be rewarded once only.

14. Participants' Towngas accounts must remain valid and in good credit standing throughout the Event Period.

15. In the interest of fairness, the employees of the Company are not allowed to participate in this Event.

#### Prizes

	Quota
Klook e-gift card worth HK\$3,000	8
Electronics brand e-gift card worth HK\$1,200	10
Electronics brand e-gift card worth HK\$300	12

16. The Company will draw the winners randomly by a specialised computer system on 14 April 2025.

17. The Company is not responsible for any consequences arising from the redemption, use or enjoyment of the prizes.

18. The Company does not guarantee the quality and availability of any prizes, whether provided by the Company or any other merchant. Where products/services are provided by third-party merchants, the Company is not responsible for the quality of the product/service and does not guarantee that the third-party merchants will be able to provide those products/services or their performance, 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 complaints or disputes relating to the products/services provided by the third-party merchants directly with the relevant third-party merchant.

#### Announcements of the Results and Prize Collection

19. Results of the lucky draw will be announced in the Towngas App and the Company Website (<u>www.towngas.com</u>) and published in The Standard and Sing Tao Daily on 23 April 2025.



20. Regarding the prize collection arrangements, the Company will individually notify Winners via the email address provided when they applied for their Towngas eAccount.

21. Winners must follow the prize redemption arrangement of the Company (including but not limited to specific time, location (if applicable) and method (including electronic methods). If a Winner fails to comply with these requirements, the Winner will be deemed to have forfeited their right to the prize, and the prize will be confiscated.

22. At the time of the prize collection, the Winner's Towngas account and Towngas eAccount on the Towngas App used to participate in this Event must still be valid and with eBilling service enabled. Otherwise, the Company reserves the right to disqualify the Winner.

23. At the time of the prize collection, the Company has the right to require the Winners to prove their eligibility to participate in this Event, including but not limited to presenting their original of Hong Kong Identity Card for persons of age 18 or over, as well as their valid Towngas eAccount used for participating in this Event and the records of eBilling service on Towngas App.

24. Should a Winner fail to provide any of the verification documents or proof stated in clause 23 or any of the information provided be inconsistent with the information which was used to participate in this Event, the Company has the right to cancel the winner's eligibility and confiscate the prize without further notice. The Company will not arrange for a re-draw, give any statements, compensation or assume any responsibility, liability or bear any consequence.

25. Prizes cannot be transferred, exchanged or converted into cash or any other products/services. Winners may not request any alternative gift or payment of cash in substitution of their prizes.

26.The prize shall become void, if a Winner fails to use the prize before the specified expiry date. Requests for re-issue will not be accepted.

27. After the redemption of a prize, the Company will not re-issue, replace, repair, maintain or be responsible for damaged, lost or stolen prizes. The Company shall not give any statements, compensation and/or assume any responsibility, liability and/or bear any consequence regarding the same.

28. If the information provided by a Winner when applying for his/her Towngas eAccount is false, invalid, incomplete, changed, or incorrect, resulting in the Company being unable to notify or contact the Winner or the Winner being unable to receive the prize notification and collection details, the Company will not arrange for a re-issue, give any statements, compensations /or assume any responsibility, liabilities and/or bear any consequence regarding the same. The Winner will also be disqualified. All Participants must ensure their registered email address with

their Towngas eAccounts are valid and correct for the purpose of receiving notifications and collection details (if applicable).

29. No replacement Winners will be drawn for unclaimed or confiscated/voided prizes by the Company. The Company reserves the final decision on how to handle these prizes.



## Personal Data

30. Data collected from Participants during this Event will only be used for all purposes related to this Event.

31. Information (including personal data) collected during this Event may be disclosed and transferred to data processors or other agents engaged by the Company to conduct or monitor the 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.

32. Please browse the Privacy Policy Statement of the Company via <u>https://www.towngas.com/en/Info/Privacy</u>.

## General

33. 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.

34. 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.

35. All information is subject to the records of the Company. Any incorrect, incomplete, missing, false or duplicated entry will be disqualified without further notice.

36. 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 eligibility and/or prize eligibility at any time 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.

37. 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.

38. In the event of any fraud and/or deceptive practices and/or violations of these terms and conditions during this event, the Company has the right to cancel the eligibility of the relevant Participant and/or cancel their Towngas eAccount. The Company reserves the right to revoke participation in this event and/or prize eligibility for such participants and may reclaim any prizes improperly obtained through fraud and/or deception without notice. Additionally, the Company may take legal action to recover any losses and/or damages caused by such actions.



39. 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 the Event process, without notice.

40. The Company is not responsible for any consequence arising from the redemption, use or enjoyment of the prizes.

41. All images are for reference only and the prizes are subject to the actual products.

42. If there is any discrepancy between the information contained in the promotional materials and these Terms and Conditions, these Terms and Conditions shall prevail.

43. 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.

44. These Terms and Conditions shall be interpreted by the Company. In case of any dispute, the decision of the Company shall be final.

45. 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.

46. 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.

47. 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).

48. In the case of any discrepancy or inconsistency between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.

49. For enquiries, please feel free to contact us via email webmaster@towngas.com.

50. Trade Promotion Competition Licence No.: 59568.