

## Terms & Conditions - Valet Parking Service Promotion at Pacific Place

1. Promotion period is from now to 31 December 2019 (both dates inclusive).
2. Valet Parking Service is available from 10a.m. to 10p.m. daily. No overnight parking is allowed.
3. Valet Parking Service is only available to **above** members. Affiliate members are not eligible for this offer. This offer is non-transferable.
4. Each **above Black** member is entitled to 4 hours complimentary valet parking service at Pacific Place **daily**. A further charge of 1,000 **above** points OR HK\$100 per hour will be charged after the complimentary allocation.
5. Each **above Gold** member is entitled to 2 hours complimentary valet parking service at Pacific Place **daily**. A further charge of 1,000 **above** points OR HK\$100 per hour will be made charged the complimentary allocation.
6. Each **above Blue** member can redeem valet parking service at Pacific Place on **Monday to Friday (except Public Holidays)** at 1,000 **above** points OR HK\$100 per hour.
7. Eligible member is required to redeem the valet parking service at the valet parking counter on Level L4 (near Two Pacific Place) and present his/her valid **above** membership card for verification. Each member will be issued with valet parking ticket with check-in record.
8. The complimentary valet parking hours must be utilised on a single entry and cannot be used separately or in conjunction with Pacific Place's "3 Hours Free Parking" Promotion under any circumstances. Any unused portion of the complimentary hours will be forfeited upon redemption on that day.
9. For vehicle pick-up, **above Black** members please visit Level L3 Pavilion Lounge, while **above Gold** and **above Blue** members please visit Pacific Place Level L1 or L2 Concierge Desk for ticket validation before vehicle retrieval. Members are required to arrive valet parking counter on Level L4 within 20 minutes after check-out time registration.
10. If the complimentary valet parking service exceeds the hours which a member is entitled to under these terms and conditions, member will be required to settle any additional charges (at the rate of 1,000 **above** points /HK\$100 per hour; a partial hour will be charged as a full hour) exceeding the complimentary hours at the Pacific Place Level L1 or L2 Concierge Desk before vehicle retrieval.
11. Further charges must be paid in full by CASH.
12. All vehicles which are not retrieved by members after 10p.m. will be retained in Pacific Place car park and charged with car parking rate at HK\$28 per hour until member retrieve his/her vehicle.
13. Neither Wilson Parking (Hong Kong) Limited nor any of its servants, agents or employees (together hereinafter referred to as the "Company"), will be liable for any loss or of damage to any motor vehicle or any of its accessories or contents (whether such loss or damage is caused by the negligence, or by any act, default or omission, of the Company of any other party or otherwise) at any time, whilst such motor vehicles is parked or situated in this Car Park or otherwise in the Company's custody or control or whilst it is being moved or driven in, or to or from, this Car Park including, without limitation, whilst such motor vehicle is retained by the Company pursuant to Conditions 11 or 12 below.
14. The Company will not be under any liability (whether arising under statute, at common law or otherwise) for any loss of or damage to the property of any person caused by the negligence, or by any act, default or omission, of the Company, or any other person, or by any equipment used or

employed by the Company or any other person in the operation of this Car Park, or by the condition of the structure, roads, fixtures, fittings, equipment or appliances of or attached to this Car Park, or by any other third party, vehicle, act or thing. The owner of any motor vehicle parked in this Car Park shall be solely liable for and shall hold the Company absolutely free and harmless from any such liability.

15. The Company may enter, move and drive any motor vehicle for the purpose of its being parked at or in this Car Park. Moreover any motor vehicle may also be moved or driven by the Company to such place as the Company deems fit during any period of retention pursuant to Conditions 4 or 5 below.
16. The Company may permit any person to remove any motor vehicle from this Car Park upon such person producing a valid ticket duly paid or offering evidence of authority or entitlement to remove such motor vehicles as the Company shall in its sole and absolute discretion deem satisfactory. The Company may retain any motor vehicle until such a ticket is produced or until so satisfied by such evidence. The Company will not be liable in negligence or in respect of any other cause of action arising out of the loss of or damage to any motor vehicle or any of its accessories or contents caused by permitting any person not authorized or entitled to remove the same to do so.
17. The Company shall have a general lien upon, or the right or retention of, any motor vehicle together with all of its accessories and contents until all sums due to the Company for or in relation to valet parking such motor vehicle in this Car Park or otherwise. or due by reason of any liability of the owner or user of such motor vehicle to the Company hereunder or otherwise of due in respect of other services rendered by the Company, have been paid in full. For the purposes of these Conditions, parking charges and/or other amounts payable hereunder by the owner/user of any motor vehicle shall be due on demand by the Company.
18. No time or other indulgence granted by the Company shall in any way affect its rights under these Conditions of Valet Parking or otherwise.
19. Parking charges in respect of any motor vehicle with the Company for valet parking left in this Car Park shall accrue at such rates, be calculated on such basis and be paid in accordance with the Company's provisions as to Parking Fees for the time being in force.
20. The Company may vary these Conditions by altering, adding to or deleting any or all of them or making new terms and/or conditions and the new Conditions shall be effective and binding on the owner of any motor vehicle left with the Company for valet parking in this Car Park upon posting of such new Conditions of Valet Parking in a conspicuous place near the cashier's office or entrance to this Car Park. Except as otherwise authorized in writing by the Company, no servant, agent or employee of the Company has the authority to waive, vary, amend or add to these Conditions.
21. Any notice, demand or other communication to be given by the Company in respect of any motor vehicle the subject of these Conditions of Valet Parking shall be given to the registered owner of such motor vehicle at his registered address as recorded with the Transport Department for the time being.
22. All terms and conditions above are subject to the Conditions of Valet Parking in English

## 太古廣場代客泊車服務推廣條款及細則：

1. 推廣日期由即日起至 12 月 31 日(包括首尾兩日)。
2. 代客泊車服務時間為每日早上 10 時至晚上 10 時。恕不接受通宵泊車。
3. 代客泊車服務僅開放予太古廣場 **above** 主要會員使用。附屬會員不可使用此代客泊車服務。此服務不可轉讓他人使用。
4. **above Black** 會員每日可享太古廣場 4 小時免費代客泊車服務。如停泊時間超過免費時段，每小時將額外收 1,000 **above** 積分或港幣 100 元正。
5. **above Gold** 會員每日可享太古廣場 2 小時免費代客泊車服務。如停泊時間超過免費時段，每小時將額外收 1,000 **above** 積分或港幣 100 元正。
6. **above Blue** 會員可於星期一至五(公眾假期除外)可以每小時 1,000 **above** 積分或港幣 100 元正享用太古廣場代客泊車服務。
7. 會員需於 L4 層代客泊車櫃台(近太古廣場二座的土上落處)登記並出示有效的 **above** 會員卡作核實用途。會員將獲發代客泊車憑證連同泊車時間以作紀錄。
8. 免費代客泊車服務時數只限進入停車場一次及不得拆分使用，並不可與太古廣場之「3 小時免費泊車」優惠同時使用。當日任何未使用的免費代客泊車時數將被沒收。
9. 如欲通知取車，**above Black** 會員需先移步至太古廣場 L3 層 Pavilion 貴賓室，而 **above Gold** 及 **above Blue** 會員則須於太古廣場 L1 或 L2 樓層服務台辦理取車手續方可取車。會員需於紀錄取車時間後 20 分鐘內抵達 L4 層代客泊車櫃台取車。
10. 若會員使用超逾本條款及細則下可享用的免費代客泊車服務時數，會員須於太古廣場 L1 或 L2 樓層服務台登記取車時支付超出可享用的免費代客泊車時數的所有額外費用(每小時 1,000 **above** 積分或港幣 100 元正；不足一小時者，亦作一小時計算)。
11. 額外費用必須以現金全數支付。
12. 任何於晚上 10 時後尚未取回之代泊車輛將停泊於太古廣場停車場並以每小時港幣 28 元正收取泊車費直至車輛被取回。
13. 威信(香港)停車場有限公司及其任何服務人員、代理人或僱員(以下總稱“公司”)對於任何車輛在任何時候停泊或置於此停車場內或以任何其他方式在公司之保管或控制下、或當此等車輛正進入或駛入、或到達或離開此停車場時，包括，但不限於，當此等車輛遭公司根據下述第 11 及第 12 條款而被扣留時，任何此等車輛或其附件或車內物品之遺失或損毀(無論該等遺失或損毀是否由於該公司或任何其他方面或任何其他人士之疏忽、或任何行為、或違約或懈怠所引致)，概不負責。
14. 由於公司或任何其他人士之疏忽、或任何行為、違約或懈怠，或由於公司或任何其他人士在此停車場之運作上所使用或運用之任何設備或由於此停車場內或其中附設之結構物、道路、固定裝置、裝設、設備或儀器之狀況，或由於任何其他第三方、其他車輛、其他行為或其他事情，以致任何人士之財物損失或損毀，公司毋須負任何(無論是法例、普通法或其他法律規定下的)責任“在此停車場停泊之任何車輛之車主應自行負責，並應使公司絕對免受任何上述責任及損害。
15. 如任何車輛停泊在此停車場內，公司有權進入、移動及駕駛該車輛另泊它處、公司並可根據下列第 4 及第 5 條款規定進行於扣留任何車輛期間，將該車輛移動及駕駛至公司認為合適之地方。
16. 任何人士如能出示已繳費之有效泊車票或提出公司可自行完全判斷其認為滿意之授權或使用權證明，公司可准許該人士將任何車輛移離此停車場。公司可扣留任何車輛，直至獲得出示上述泊車票或公司認為滿意之上述證明為止。由於公司之疏忽或任何其他行為之原因而准許任何未經授權或無權行事之

人士將車輛移離此停車場而導致任何車輛或其任何附件或車內物品之損失或損毀，公司一概不負任何責任。

17. 公司對任何車輛及其所有附件及車內物品具有一般留置權或扣留權，直至因有關此等車輛在此停車場內代泊或其他原因或與之有關而應付但未付予公司之所有款項，或此等車輛之車主或使用者由於本條款規定或其他原因或與公司提供之其他服務有關而尚欠公司之款項全部付清為止。為實施本代客泊車條款，任何車輛車主或使用者根據本條款而應付之泊車費及／或其他款項，須於公司提出要求時立即繳付。
18. 公司將不因公司給予時間上或其他方面之寬限而影響公司在本代客泊車條款下之權利或其他方面之任何權利。
19. 任何在此停車場交由公司代泊之車輛之泊車費均應按照公司現行實施泊車收費規定所訂之收費率為基礎累計及計算，並按照該等規定繳付。
20. 公司可修訂、補充或刪改本代客泊車條款之任何部份或全部或制訂新條款及／或條件，以更改本條款，新泊車及使用條款於張貼在繳費處或此停車場入口附近顯眼地方時立即生效 及對任何在此停車場內交由公司代泊之車輛之車主有約束力。除非公司特別以書面授權，否則公司任何服務人員、代理人或僱員均無權就本泊車及使用條款作出豁免、變更、修改或補充。
21. 公司就任何受本代客泊車條款管制之車輛所發出之任何通知、要求或其他通訊，將按照運輸署之現行紀錄發送至該車輛之註冊車主之登記地址。
22. 以上條款以英文為準