

Terms and Conditions in relation to Contactless Parking at Pacific Place Carpark

These Terms and Conditions set out the conditions for the use of the **Contactless Parking System** (as defined below) operated by Swire Properties Management Limited (the "**Company**") at the Pacific Place Carpark (the "**carpark**") (the "**Program**") owned by Pacific Place Holdings Limited. Under the Program, a driver who has duly registered with the Company to join the Program to settle the parking fee or redeem parking privileges (in either case, a "**Member**") may enter and exit the carpark without using or producing a Credit Card or an Octopus Card.

These Terms and Conditions are supplemental to the "*Conditions of Parking and Use of Carpark*" of the carpark. Unless otherwise defined in these Terms and Conditions, the terms defined in the "*Conditions of Parking and Use of Carpark*" shall have the same meanings when used in these Terms and Conditions.

The expression "**Contactless Parking System**" means the entire system installed and maintained by the Company at Pacific Place for the implementation and operation of the Program, which includes (without limitation) the computer system, the control access system (the "**Control System**") and any other equipment, systems, fixture and fittings ancillary thereto or in connection therewith, or (where the context so requires or permits) any part or the relevant part thereof.

By registering to join the Program, each Member agrees to abide by and be subject to these Terms and Conditions (in addition to the "*Conditions of Parking and Use of Carpark*") as set out below and any amendments thereto made by the Company from time to time:

1. To register to join the Program, the Member shall submit to the Company the car plate number, information of a valid Credit Card or Octopus Card for payment and any other information as required by the Company for registration under the Program in advance. The car plate number, the Credit Card or Octopus Card information and such other requisite information submitted to the Company will be copied and stored in the Contactless Parking System for such period and be used for such purposes as may be required by the Company.
2. The Member shall ensure that the car plate number, the Credit Card or Octopus Card information and any other information which he/she/it submitted for registration under the Program are correct, complete and up-to-date and shall remain valid and subsisting at all material times. Failure to provide and maintain correct, complete and up-to-date car plate number, the Credit Card or Octopus Card information and/or any other requisite information to the Company, including (without limitation) the purported use of any invalid or expired Credit Card or Octopus Card to settle payments under the Program, may result in the inability to enter and exit the carpark through the Contactless Parking System and the termination of the services and facilities offered to the Member under the Program.
3. Each Member can register a maximum of three vehicle plate numbers under the Program.
4. Each vehicle plate number can only be registered by one Member for using the Contactless Parking System under the Program.

5. The procedures for using the Contactless Parking System after registration are as follows:
 - (a) Any motor vehicles bearing a car plate number registered with the Company (each such motor vehicle is known as a “**Registered Vehicle**”) may enter and exit the carpark without any person using or producing a Credit Card or an Octopus Card at the Control System or elsewhere in the carpark.
 - (b) Parking charges will be billed to the Credit Card or Octopus Card when the Registered Vehicle exits the car park; and a SMS message with parking details will be sent to the registered phone number.
 - (c) The Contactless Parking System will verify the car plate number when a Registered Vehicle enters/exits the car park. Driver must keep at least a “car-length” distance between the Registered Vehicle and the preceding vehicle (if applicable), and drive to the gate only after the preceding vehicle leaves. The speed at which the car plate is recognised and the gate rises may vary; driver may need to wait for 2-3 seconds.
 - (d) The Member is responsible in ensuring that at least one valid Credit Card and Octopus Card is registered in the account. In case of payment failure, contactless parking will be automatically disabled and Member is required to settle the outstanding bill at the Pavilion Lounge in order to reactivate the function.

6. The Member acknowledges, understands and accepts that under the Program:
 - (a) Any Registered Vehicle may enter and exit the carpark without any person using or producing a monthly pass, a Credit Card or Octopus Card at the Control System or elsewhere in the carpark.
 - (b) The Company will not verify the identity of the driver of a Registered Vehicle or his ownership or right to use such Registered Vehicle before such Registered Vehicle will be allowed enter and exit the carpark.
 - (c) Members shall take proper safety precautions against loss of or damage to their vehicles and any goods, articles or appliances inside or outside their vehicles.

7. The Company, the owner and the manager of the car park and their respective agents and employees will not, and shall under no obligation to, verify:
 - (a) the accuracy of the car plate number submitted for registration under the Program;
 - (b) the accuracy and validity of the information of the Credit Card or Octopus Card submitted for registration under the Program, and whether the Member is the holder of such Credit Card or Octopus Card;
 - (c) whether the Member is the registered owner of the car plate number as submitted by him/her/it for registration under the Program; and
 - (d) whether the driver is a Member or the owner of the Registered Vehicle before such Registered Vehicle is allowed to enter or exit the carpark.

8. The Company shall have the right to vary, suspend or terminate the operation of the Contactless Parking System or amend the terms and conditions of the Program or restrict the use of the car park or any part of it (each being a “**Variation**”) at any time and from time to time without notice, refund of parking fee and/or other charges or any other compensation to the Member and without incurring liability to the Member or any other person, which Variation will be binding on the Member. The Member shall have no claim whatsoever against the Company, the owner and the manager of the carpark and their respective agents and employees for any loss, damages, liabilities, costs and expenses arising from or in any way in relation to any Variation and/or in any way by reason of or in connection with his/her/its registration to the Program and/or using the Contactless Parking System.
9. The Company, the owner and the manager of the carpark and their respective agents and employees will not be responsible for any loss, injury or damage caused to any Member or any other person whomsoever or any vehicle or other property whatever owing to or arising out of or in connection with any obstruction, prohibition, delay in or hindrance to the entry into and/or exit from the carpark by a Registered Vehicle (whether due to a mistake in the record of the car plate number of the Registered Vehicle or the information of the Credit Card or Octopus Card in the Contactless Parking System or for any other reasons whatsoever) or any defect in, failure, suspension, breakdown, disruption or malfunction of the Contactless Parking System.
10. The Company, the owner and the manager of the carpark and their respective agents and employees shall not be liable for any loss of or damage to any vehicle or any of its accessories or contents resulting from or in relation to the registration, adoption or use of the Program by the Member and/or in any relating to or arising from the construction, operation and/or use of Contactless Parking System.
11. All payments made for use of the carpark are non-refundable.
12. The Company reserves the right to establish, remove and/or revise parking fees and any other charges at any time in its sole discretion.
13. All transactions are processed by a third party payment service provider (the “**Payment Service Provider**”). By joining the Program, the Member expressly agrees and grants the right to the Company to pass his/her/its information, including but not limited to vehicle plate number(s) and Credit Card or Octopus Card payment information to the Payment Service Provider.
14. The Member acknowledges and accepts that personal data provided by the Member will be used by the Company for the purposes of:
 - (a) processing any application, registration, administration, continuation, renewal and termination of membership to the Program;
 - (b) providing member services, including (without limitation) providing privileges, benefits, facilities, service and/or products and other advantages (on shopping, dining, home & living, travel, health & beauty, leisure & entertainment, hotels and properties) to the Member and any other customers, patrons and visitors of or to Pacific Place and rallying and arranging for the same to be provided by any

other persons including (without limitation) any member of the Swire Group (a “**Group Company**”) or any other company, corporation, body or organization outside the Swire Group (collectively, a “**Relevant Person**”);

- (c) implementing and/or facilitating property management and security in respect of Pacific Place;
- (d) facilitating communications between the Member and the Company, any Group Company and/or any Related Person, and encouraging feedback from the Member on his/her/its needs and expectations and other offers, services, facilities and/or products from or offered by the Company, any Group Company or any Relevant Person;
- (e) providing marketing information to the Member including (without limitation) the products, facilities, services and other privileges, benefits other advantages and promotional materials from time to time offered by the Company, any Group Company or its service providers;
- (f) providing the services and facilities to which the Member is entitled under the Program and/or any other services and facilities and information relating to such services and facilities to the Member including (without limitation) any renewal or recurrent services and facilities thereof;
- (g) processing billing and payment;
- (h) creating account for the Member which has registered to join the Program and administrating and maintaining such account;
- (i) collecting data for identity verification and record and maintaining contact lists for correspondence;
- (j) operating internal control, resolving disputes, troubleshooting problems and enforcing terms of use, handling and investigation of complaints, and ensuring due compliance and performance of the Member’s obligations and agreements under the Program;
- (k) communicating with the Member in respect of matters related to or arising from the use of the Contactless Parking System and/or any other services and facilities under the Program, and facilitating communications between the Member and the Company, any Group Company and/or any Related Person;
- (l) meeting any requirements to make disclosure under any applicable law, court order, direction, code, guideline, regulatory requirement or rule applicable in or outside Hong Kong;
- (m) complying and conforming with the rules, requirements and procedures of any government departments and/or other competent authorities;
- (n) to be used by any Group Company or Related Person including (without limitation) any business associates or partners of the Company in connection with any of the

above purposes and/or any of the services and facilities such Group Company or Related Person may be offering to the Member from time to time;

- (o) any other purpose(s) directly related to any of the aforesaid purposes; and
 - (p) any other purpose(s) which has been agreed by the Member.
15. The provision of personal data (whether under the registration form or otherwise) to the Company is voluntary. However, if the Member refuses or is unable to supply the required data or if the Member objects to the handling of the personal data by the Company, the Company may not be able to process and approve his/her/its application to join the Program and/or complete his/her/its registration to the Program and/or provide the relevant services and facilities to the Member.
16. The Company shall have absolute right to disclose, transfer and/or exchange any such data and information to any and all of the following persons or entities for the purposes mentioned in Paragraph 14:
- (a) any Group Company;
 - (b) the Payment Service Provider; and/or
 - (c) any agent, contractor or third party service provider who provides administrative, computer, technology outsourcing, cloud services, payment, data processing, marketing and other services to the Member or any Group Company in connection with the operation of our business and the provision of the services, facilities and/or products to the Member.
17. The Company will keep the Member's personal data only for as long as necessary to fulfill the purpose which the data was collected. The Company may also retain archived personal data for statistical purposes. Personal data which are no longer required will be destroyed.
18. The Member has the right to request access to and correction of his/her/its personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any questions about the data privacy policy of the Company or any data access request or data correction request may be made to our Customer Support Officer by post:
- Customer Support Officer
Swire Properties Limited
64/F, One Island East, Taikoo Place,
18 Westlands Road, Quarry Bay
Hong Kong**
19. In case of any dispute or claim arising out of or in connection with the Program and/or the interpretation of these Terms and Conditions, the Company reserves the right of final decision.

20. These Terms & Conditions shall be governed by the laws of Hong Kong Special Administration Region and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.
21. A person who is not a party to these Terms and Conditions has no right to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
22. If there is any inconsistency or conflict between the English version and the Chinese version of these Terms and Conditions, the English version prevail.

太古廣場停車場免觸式泊車服務條款和細則

本條款和細則列明了在太古廣場停車場（簡稱「**本停車場**」）使用由太古地產管理有限公司（簡稱「**本公司**」）所操作的**免觸式泊車系統**（定義見下文，簡稱（「**本計劃**」）時，必須遵守的條款和細則。根據本計劃，已向本公司正式登記參與本計劃來支付泊車費或換領泊車優惠的駕車人士（簡稱「**會員**」），於駕車進出本停車場時，均毋須使用或出示信用卡或八達通卡。

本補充條款和細則是本停車場所適用《停車場泊車及使用條款》的補充文件。除非在本補充條款和細則內另有定義，否則《停車場泊車及使用條款》所定義的詞彙，應與本補充條款和細則所使用者具備相同涵義。

「**免觸式泊車系統**」的涵義，指本公司為執行和操作本計劃而在太古廣場安裝和維持的全套系統，其中包括（但不限於）電腦系統、門禁控制系統（簡稱「**控制系統**」），以及任何其他輔助或相關設備、系統、固定裝置和配件，或（若文意有指或許可）當中任何部分或有關部分。

會員登記參與本計劃，即同意遵守下文所述本條款和細則（和本停車場所適用之《停車場泊車及使用條款》），以及本公司不時就本條款和細則所作出的任何修訂，並受其約束：

23. 如欲登記參與本計劃，會員應預先向本公司提交車牌號碼、用作支付費用的有效信用卡或八達通卡資料，以及本公司要求為登記參與本計劃所需的任何其他資料。會員向本公司提交的車牌號碼、信用卡或八達通卡資料和其他所需資料，將於本公司要求的期間內，複製並儲存於免觸式泊車系統，並按照本公司所要求的目的予以使用。
24. 會員應確保提交予本公司作登記參與本計劃的車牌號碼、信用卡或八達通卡資料和任何其他資料，均屬正確、完整的最新信息，並且於有關期間內一直維持有效。若會員無法就本身的車牌號碼、信用卡或八達通卡資料和任何其他所需資料，向本公司提供正確、完整的最新信息，包括（但不限於）蓄意使用任何失效或過期的信用卡或八達通卡來支付本計劃項下的費用，可能會導致會員無法透過免觸式泊車系統進出本停車場，以及本公司終止根據本計劃為會員提供相關服務和便利。
25. 每位會員可根據本計劃登記最多三個車牌號碼。
26. 每個車牌號碼只可由一位會員登記，以根據本計劃使用免觸式泊車系統。
27. 登記完成之後，使用免觸式泊車系統的程序如下：

- (e) 任何已向本公司登記車牌號碼的車輛（簡稱「登記車輛」），在進出本停車場時，均毋須由任何人士於控制系統或本停車場其他地方使用或出示信用卡或八達通卡。
- (f) 泊車費用將於登記車輛離開本停車場之後，向會員的信用卡或八達通卡收取。會員的登記電話號碼會收到一則短訊，列明相關泊車詳情。
- (g) 登記車輛進出本停車場時，免觸式泊車系統會核實有關的車牌號碼。駕駛人士必須確保登記車輛與前方的車輛，保持最少「一部車輛」的距離（如適用），並於前方車輛離開之後，方可駛往閘門。免觸式泊車系統核實車牌號碼和打開閘門所需的時間，可能會出現差異，駕駛人士可能需要等待兩至三秒鐘。
- (h) 會員有責任確保自己的賬戶已登記最少一張有效的信用卡及八達通卡。若未能付費，免觸式泊車服務會自動失效，會員必須在 **Pavilion** 禮賓室繳清所有費用之後，方可重啟服務。

28. 會員確認、明白並接納根據本計劃：

- (d) 任何登記車輛在進出本停車場時，均毋須由任何人士於控制系統或本停車場其他地方使用或出示月票、信用卡或八達通卡。
- (e) 本公司准許登記車輛進出本停車場之前，不會核實登記車輛的駕駛人士身份，或該登記車輛的所有權或使用權。
- (f) 會員應作出妥善預防措施，避免其車輛遭遇損毀，或車輛內外的任何財產、物件或器材出現損失。

29. 本公司、本停車場的擁有人和管理人，以及其各自的代理人和僱員概無義務：

- (e) 核實提交作登記參與本計劃的車牌號碼是否準確；
- (f) 核實提交作登記參與本計劃的信用卡或八達通卡資料是否準確和有效，以及核實會員是否該信用卡或八達通卡的持有人；
- (g) 核實會員是否其提交作登記參與本計劃的車牌號碼之登記擁有人；及
- (h) 在登記車輛獲准進出本停車場之前，核實駕駛人士是否會員或登記車輛的車主。

30. 本公司有權隨時和不時更改、暫停或終止免觸式泊車系統的運作，或修訂本計劃的條款和細則，或限制本停車場或其任何部分的使用（每項均簡稱

為「修改」），事前不會給予任何通知，不會向會員退還泊車費用和/或其他收費或給予任何其他賠償，也不會構成需對會員或任何其他人士承擔任何責任，而有關修改將對會員具約束力。會員不可就因任何修改而產生，或以任何方式與任何修改有關，和/或因登記參與本計劃和/或使用免觸式泊車系統而出現的任何損失、損害、責任、成本和開支，對本公司、本停車場的擁有人和管理人，以及其各自的代理人和僱員提出任何索償。

31. 本公司、本停車場的擁有人和管理人，以及其各自的代理人和僱員，均不會就因登記車輛被妨礙、禁止、延誤或阻礙進出本停車場（不論是因為登記車輛的車牌號碼記錄出錯、免觸式泊車系統記錄的信用卡或八達通卡資料出錯，或任何其他原因），或因免觸式泊車系統出現任何缺陷、故障、暫停、損壞、中斷或機能失常，所導致或產生或關連到會員或任何其他人士或任何車輛或其他財物出現任何損失、受傷或損害，而承擔任何責任。
32. 本公司、本停車場的擁有人和管理人，以及其各自的代理人和僱員，均不會就任何車輛或其配件和車內物件因會員登記、採納或使用本計劃及/或因免觸式泊車系統的建構、操作及/或使用而產生或相關的任何損失或損害，而承擔任何責任。
33. 所有為使用本停車場而支付的款項均屬不可退還。
34. 本公司保留權利，可隨時全權酌情設立、取消和/或修訂泊車費用和任何其他收費。
35. 所有交易均由第三方支付服務供應商（簡稱「**支付服務供應商**」）處理。會員加入本計劃，即代表明確同意並授權本公司將其資料，包括但不限於車牌號碼，以及信用卡或八達通資料，轉交予支付服務供應商。
36. 會員確認並接納本公司會將其所提供的個人資料用作以下目的：
 - (q) 處理本計劃項下任何會員資格申請、登記、行政、延續、更新和終止事宜；
 - (r) 為會員和任何其他蒞臨太古廣場的顧客、客戶和訪客提供會員服務，包括（但不限於）提供（購物、餐飲、家居生活、旅遊、保健美容、休閒娛樂、酒店和物業範疇的）禮遇、優惠、便利、服務和/或產品及其他優待，以及組織和安排任何其他人士，包括（但不限於）太古集團任何成員公司（簡稱「**集團成員公司**」）或太古集團以外任何其他公司、企業、機構或組織（統稱「**關連人士**」），提供該等禮遇、優惠、便利、服務和/或產品及其他優待；
 - (s) 執行和/或促進太古廣場的物業管理和保安；

- (t) 促進會員與本公司、任何集團成員公司和/或任何關連人士之間的溝通，並且鼓勵會員就其需要和期望，以至本公司、任何集團成員公司或任何關連人士所提供的其他優惠、服務、便利和/或產品，提供任何意見；
 - (u) 為會員提供推廣資訊，包括（但不限於）本公司、任何集團成員公司或其服務供應商不時提供的產品、便利、服務和其他禮遇、優惠、優待，以及宣傳資料；
 - (v) 為會員提供根據本計劃可享有的服務和便利，和/或與該等服務和便利有關的任何其他服務、便利和資訊，包括（但不限於）該等服務和便利的延續和再提供；
 - (w) 處理賬務和付款事宜；
 - (x) 為已登記參與本計劃的會員開設賬戶，並且管理和維持該賬戶；
 - (y) 收集資料以作核實和記錄之用，同時維持通訊聯絡名單；
 - (z) 操作內部監控系統、解決爭議、排解問題和執行使用條款、處理和調查投訴，以及確保會員有妥善遵守和履行其於本計劃項下的義務和協議；
 - (aa) 與會員就任何因使用免觸式泊車系統和/或本計劃項下任何其他服務和設施而產生或相關的事項，妥善進行溝通，以及促進會員與本公司、任何集團成員公司和/或任何關連人士之間的溝通；
 - (bb) 遵守香港或任何其他地方的任何適用法律、法庭命令、指令、規則、指引、監管要求或判決，而作出披露；
 - (cc) 遵守和遵從任何政府部門和/或其他主管當局的規則、要求和程序；
 - (dd) 交給任何集團成員公司或關連人士，包括（但不限於）本公司任何業務聯繫人或夥伴，以就上述目的和/或該集團成員公司或關連人士可能不時為會員提供的任何服務和便利，予以使用；
 - (ee) 與任何上述目的直接相關的任何其他目的；及
 - (ff) 會員所同意的任何其他目的。
37. 會員向本公司提供個人資料（不論透過申請表格或其他方式），純屬自願性質。然而，如會員拒絕或無法提供所需資料，或如會員反對本公司處理個人資料的方式，本公司可能無法處理和批核其加入本計劃的申請和/或完成其加入本計劃的登記手續和/或為會員提供相關的服務和便利。

38. 本公司可就第 14 段所述的目的，全權向以下任何或全部人士或實體披露、轉移和/或交換任何該等資料和數據：

(d) 任何集團成員公司；

(e) 支付服務供應商；和/或

(f) 任何與本公司經營業務和向會員提供服務、便利和/或產品有關，而向會員或任何集團成員公司提供行政、電腦、技術外判、雲端服務、支付、數據處理、市場推廣和其他服務的代理商、承包商或第三方供應商。

39. 本公司保留會員個人資料的時間，不會超過為履行收集數據目的所必須的期間。本公司亦可能會保留已存檔的個人資料，以作數據統計用途。若個人資料毋須再繼續保留，即會銷毀。

40. 會員有權根據《個人資料（私隱）條例》（香港法例第 486 章）的規定，要求存取及更正其個人資料。若對本公司的資料私隱政策有任何疑問，或需提出存取及更正個人資料的要求，可撰寫函件並郵寄往：

香港華蘭路 18 號
太古坊港島東中心 64 樓
太古地產有限公司
客戶支援主任收

41. 若因本計劃和/或本條款和細則的詮釋而產生或關連到任何爭議或索償，本公司保留最終決定權。

42. 本條款和細則受香港特別行政區法律所管轄，各方均同意接受香港法院的非專屬司法管轄權。

43. 任何人士若非本條款和細則的一方，無權根據《合約（第三者權利）條例》（香港法例第 623 章），執行本協議任何條款。

44. 若本條款和細則的英文版本與中文版本出現任何抵觸或不相符之處，應以英文版本為準。