

Terms and Conditions in relation to Swire Properties Retail Malls Contactless Carparks

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, Cityplaza Carpark and Citygate Outlets Carpark and owned by Swire Properties Limited (the "**Carpark Program**").

In these Terms and Conditions, the following expressions shall have the following meanings ascribed to them:

- (1) "**carpark**" means the Pacific Place Carpark, Cityplaza Carpark and Citygate Outlets Carpark, or (where the context so requires or permits) any one or the relevant one of them;
- (2) "**Contactless Parking System**" means the entire system installed and maintained by the Company at the Mall for the implementation and operation of the Carpark 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; and
- (3) "**Mall**" means Pacific Place, Cityplaza and Citygate Outlets or (where the context so requires or permits) any one or the relevant one of them.

Under the Carpark Program, a driver who has duly registered with the Company to join the Carpark Program to settle the parking fee or redeem parking privileges (in either case, a "**Member**") may enter and exit the carpark without producing a Credit 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.

By registering to join the Carpark 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 Carpark Program, the Member shall:
 - (a) firstly, download the relevant mobile application(s) applicable to the carpark, that is, (for Pacific Place) the Pacific Place mobile application and/or (for Cityplaza and Citygate Outlets) the TAIKOO+ mobile application (the "**App**") and submit to the Company the car plate number, information of an Octopus Card for validation, information of a Credit Card for payment and any other information as required by the Company for registration under the Carpark Program in advance via the App; and
 - (b) after complying with step (a) above, in respect of each car plate number to be registered, drive in and out of the carpark once using the registered Octopus Card(s) so that the relevant Octopus Card number(s) will be verified and recorded

in the Contactless Parking System and the relevant car plate number will be registered to the Member's account.

The car plate number, the Credit Card and 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 and Octopus Card information and any other information which he/she/it submitted for registration under the Carpark 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, Credit Card and Octopus Card information and/or any other requisite information to the Company, including (without limitation) the purported use of any invalid or expired Octopus Card to validate the car plate number or any invalid or expired Credit Card to settle payments under the Carpark 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 Carpark Program.
3. Each Member can register a maximum of three (3) car plate numbers under the Carpark Program.
4. Each car plate number can only be registered by one Member for using the Contactless Parking System under the Carpark Program.
5. The procedures for using the Contactless Parking System after registration are as follows:
 - (a) Any motor vehicle 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 producing a Credit Card at the Control System or elsewhere in the carpark.
 - (b) The Contactless Parking System will verify the car plate number when a Registered Vehicle enters/exits the carpark. 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.
 - (c) Parking charges will be billed to the Credit Card when the Registered Vehicle exits the carpark, and a push notification with parking details will be sent to the Member by the App Provided that in the event of any inconsistency between the data and other information gathered, processed, used and/or provided by and/or shown on the App (collectively, the “**App’s Information**”) and such data and other information gathered, processed, used and/or provided by the Company and/or the Contactless Parking System (collectively, the “**Company’s Information**”), the Company’s Information shall prevail.
 - (d) The Member should ensure that at least one valid Credit Card is registered in the account to activate automatic payment. If no valid Credit Card is registered, the

Registered Vehicle will still be able to enter the carpark under the Contactless Parking System. However, automatic payment will be disabled and the Member will be required to settle payments by presenting and tapping an Octopus Card at the exit gate before the Registered Vehicle may leave the carpark.

- (e) In case of a payment failure, contactless parking will be automatically disabled and a push notification will be sent to the Member by the App. The Member is required to settle the outstanding bill at such location(s) in the Mall (such as, the concierge or customer service center) as designated by the Company from time to time or by such other means as prescribed by the Company from time to time in order to reactivate the function.
 - (f) The Member will be able to check the parking status of the Registered Vehicle (including entry time, parking time and total parking fee) in real-time via the App Provided that the in the event of any inconsistency between the App's information and the Company's Information, the Company's Information shall prevail.
6. The Member acknowledges, understands and accepts that under the Carpark Program:
- (a) Any Registered Vehicle may enter and exit the carpark without any person producing a monthly pass, a Credit Card or an 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/her ownership or right to use such Registered Vehicle before such Registered Vehicle will be allowed to 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 carpark 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 Carpark Program;
 - (b) the accuracy and validity of the information of the Credit Card(s) or Octopus Card(s) submitted for registration under the Carpark Program, and whether the Member is the holder of such Credit Card(s) or Octopus Card(s);
 - (c) whether the Member is the registered owner of the car plate number as submitted by him/her/it for registration under the Carpark Program;
 - (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; and
 - (e) the validity, effectiveness and operation of the App and the accuracy, validity and completeness of the App's Information.
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 Carpark Program

or restrict the use of the carpark or any part of it (each being a “**Variation**”) at any time and from time to time without notice or any 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 Carpark Program and/or using the Contactless Parking System and/or installing the App and using and/or relying on the App’s information.

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(s) or Octopus Card(s) 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 and/or the App and/or any delay, mistake, inconsistency, inaccuracy or incompleteness in the App’s information.
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 Carpark Program by the Member and/or in any relating to or arising from the construction, operation and/or use of Contactless Parking System and/or the construction, installation, operation and/or use of the App.
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**”). The App is developed, constructed, owned and operated by a third party developer (the “**App Developer**”) and all the App’s information will be gathered, processed, saved, used and provided by the App Developer. By joining the Carpark Program, the Member expressly agrees and grants the right to the Company to pass his/her/its information, including but not limited to car plate number(s), the Credit Card payment information and the Octopus Card information to the Payment Service Provider and the App Developer.
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 Carpark 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 the Mall 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 the Mall;
- (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 Carpark 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 who has registered to join the Carpark 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 Carpark Program;
- (k) communicating with the Member in respect of matters relating to or arising from the use of the Contactless Parking System and/or the App and/or any other services and facilities under the Carpark 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) for any purpose(s) 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 relating 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 Carpark Program and/or complete his/her/its registration to the Carpark 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;
 - (c) the App Developer; and/or
 - (d) 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 is 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 Carpark Program and/or the interpretation of these Terms and Conditions, the Company reserves the right of final decision.
20. These Terms and 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 prevails.