



### **3Gamer 會籍及購買 3Gamer 限定道具包之條款及細則**

#### **Terms and Conditions for 3Gamer membership and 3Gamer game pack purchase**

1. 此服務(包括 3Gamer 會籍及購買 3Gamer 限定道具包)只適用於和記電話有限公司(「和記電話」)之 3G 或 4G LTE 流動通訊月費客戶。

This service (which includes subscription of 3Gamer membership and 3Gamer game pack purchase) is only applicable to the 3G or 4G LTE postpaid mobile customers of Hutchison Telephone Company Limited ("HTCL").

2. 客戶可單一選購 3Gamer 基本會籍(即每月\$48)，或選購 3Gamer 銀會籍/金會籍(即分別為每月\$138/\$388)作為其增值服務合約並簽訂 3 個月或以上固定合約期，以購買 3Gamer 限定道具包(「道具包」)及享指定優惠。為免爭議，此服務將繼續以相同月費(即每月\$48/\$138/\$388)收費，除非客戶通知和記電話終止此服務。如欲終止此服務，客戶必須於每月賬單截數日最少七天前致電 3 客戶熱線 1033 通知和記電話。此為定額月費會籍，如客戶使用服務不足一個月，亦須支付整月的月費。

Customer may subscribe for standalone 3Gamer basic membership (at \$48 per month) or sign up 3Gamer silver/gold membership (at \$138/\$388 per month respectively) on a fixed contract term for 3 months or above, then the customer will be entitled to purchase 3Gamer game pack ("Game Pack") and designated privileges. For the avoidance of doubt, such service shall continuously be charged at the same service fee (at \$48/\$138/\$388 per month respectively), save and except that HTCL has been notified by the customer of its intention to terminate this service. To terminate this service, customer must notify HTCL by calling the 3Customer Services Hotline 1033 not less than seven days before the bill cutoff date. This is a monthly membership with a fixed monthly service fee. The service fee will be charged on a full-month basis even if the usage by customer is less than a complete month.

3. 月費將以回贈方式用作抵消於該月賬單內所購買任何道具包之應繳費用(適用於任何 3Gamer 會籍)，或/及透過 3 香港賬單付款服務(「Bill-to-3」)於 Google Play 或/及 App Store 購買任何產品或服務之應繳費用(只適用於銀會籍/金會籍)。回贈金額不能轉賬至第三方或兌換現金。每月賬單截數日前仍未使用之回贈金額將被自動作廢而不作另行通知，亦不會獲得任何補償。

The service fee (Monthly Committed Spending) will be in the form of rebate to offset any amount invoiced in same bill from any purchases on Game Packs (available to all 3Gamer membership), or/and from any purchases of product or service on Google Play or/and App Store through 3HK Billing service ("Bill-to-3") (only available to silver/gold membership). The rebate is not transferrable to any third party or exchangeable for cash. All unused rebate as at the bill cut-off date will be forfeited automatically without notice or any compensation.

4. 每月賬單顯示 Bill-to-3 服務的應繳費用是根據於該月賬單截數日前收到有關第三方提供的交易記錄為準，因此或會與實際於該月賬單期內透過 Bill-to-3 服務的購物金額有異。如

客戶想將回贈金額使用於 Bill-to3 服務，建議客戶盡量在該月賬單截數日 2 天或之前購物，以避免因此而未能全數使用回贈金額。和記對以上情況所引致之任何損失或損害概不負責，並不會作出任何補償。

The payable amount of using Bill-to-3 service as shown on the invoice is based on the transaction records received from the relevant third parties before the bill cut-off date. The invoiced amount may accordingly be different from the actual purchase amount of using Bill-to-3 service during the bill period. If customer wants to use the rebate amount to offset the purchases using Bill-to-3 service, it is recommended to make purchases 2 days before the bill cut-off date to avoid unused rebate upon expiry. HTCL shall not be liable to for any loss and damage resulting from the above, and no compensation will be offered.

5. 客戶必須於成功申請銀會籍/金會籍後，方可享額外折扣購買道具包。客戶只需登入 3Care (<https://www.three.com.hk/3Care/chi/3Gamer/gamerHome.jsp>)，系統會即時顯示已折扣的道具包價格，方便客戶選購。

Customer is entitled to extra discount on Game Pack after successful subscription to silver / gold membership. Customer can directly view the discounted price of Game Pack after signed in 3Care (<https://www.three.com.hk/3Care/eng/3Gamer/gamerHome.jsp>) for purchase easily.

6. 客戶成功購買道具包後（「購物」），道具包之兌換碼將以短訊發送至購物之 3 香港流動電話號碼。倘

遺失或未能收取短訊，請聯絡 3iChat 大使 <https://3ichat.three.com.hk> 辦理補發事宜。

Upon successful purchase of the Game Pack (the "Purchase"), a redemption code of Game Pack will be issued via SMS to the 3HK mobile number which made the Purchase. If SMS is lost or failed to receive, please contact 3iChat ambassador <https://3ichat.three.com.hk> for replacement.

7. 有關購物費用須就 3 香港發出的 3 香港賬單繳付。

Purchase amount shall be settled upon issuance of 3HK bill by 3HK for the Purchase.

8. 如果打算使用服務的人不是賬戶持有者，則有關使用人必須事先得到賬戶持有人的許可才可在其賬戶內支付購物費用。

If the intended user is not the account holder of 3HK mobile service account, then the relevant user must get the prior permission from the account holder before incurring charges on his/her 3HK service account.

9. 每款道具包的數量有限，售完即止。

Each Game Pack is only available while stock lasts.

10. 客戶必須確保所購買的道具包符合其需要，並於購買前細閱每款道具包之內容說明及兌換限制，道具包一經購買，恕無法接受退換貨或退款。

Please make sure the Game Pack fits your need and read carefully the Game Pack details and redemption restrictions before the Purchase. Request for exchange or refund services will not be entertained after the Purchase.

11. 道具包的兌換碼之有效期為發出短訊後起計一個月，過期恕不補發。每個兌換碼只能使用一次。

Redemption code of the Game Pack will be valid for one month after the date of issued via SMS. No replacement will be issued upon expiry. Each redemption code can be only used once.

12. 所有 3Gamer 會籍客戶可享豁免指定手機遊戲的本地流動數據用量（「豁免數據用量」）。

All Customers with 3Gamer membership are entitled to enjoy waiver of the local mobile data usage incurred for using designated mobile gaming apps (“Waived Data Usage”).

13. 豁免數據用量只適用於使用《天堂 M》、《GOAL DX》、《神魔之塔》、《再見吧武器》及《CMM Champions Manager Mobasaka》手機遊戲應用程式進行遊戲時，於應用程式內產生的本地流動數據，但不包括下載應用程式、註冊及登入賬戶、播放廣告、更新軟件、使用該程式之定位服務功能、透過該程式瀏覽、連結或下載來自任何其他網頁或應用程式的任何內容及額外提示產生之數據用量。客戶所使用之其他流動數據及非豁免之流動數據用量會於閣下之免費/已付費/月費計劃數據中扣除。

This Waived Data Usage is only available to the use of mobile gaming apps of “Lineage M”, “GOAL DX”, “Tower of Saviors”, “Bukiyosaraba” and “CMM Champions Manager Mobasaka”, excluding Apps download, account registration and login, advertisement, software update, using location based features, accessing or downloading contents from and/or redirection to any other websites or applications within the designated Apps and any extra mobile data required by pop up messages. Any other and non-waived mobile data usage will be deducted from the local data of plan entitlement or paid data pack or monthly plan.

14. 若客戶因該月本地數據用量已用完而被暫停流動數據服務，此豁免數據用量亦會同時停止至下一個賬單月，直至閣下增值/獲取額外數據用量後方重新生效。

If your local data usage reaches the limit and the service is suspended, this Waived Data Usage will also be suspended until next bill month and will only be resumed once you purchase/redeem data top-up options.

15. 遊戲及遊戲道具包由第三方供應商提供，有關內容如有更改，恕不另行通知。和記電話並不會對有關遊戲之內容、遊戲下載、進行遊戲及/或遊戲道具包使用(包括但不限於由該第三方供應商所提供的資料之準確性、及客戶或任何人士因下載遊戲、進行遊戲及/或使用道具包所造成或引致的任何費用、支出、損失或損害)負上任何責任。就購物如有任何爭議，和記電話將擁有最終之決定權。

Games and Game Packs shall be provided by third party suppliers, contents of which are subject to change without any prior notice. HTCL shall not be responsible for any liability incurred from or in connection with the game content, the downloading of the games, conducting games and/or use of Game Packs (including but not limited to the accuracy of the information provided by the third party supplier, and any fees, expenses, losses and damages incurred from or caused by the downloading and using of the games and/or use of Game Packs by the customer or any other persons). HTCL shall have the final discretion as to any dispute in all respects in relation to the Purchase.

16. 和記電話保留隨時取消或暫停個別 3 香港賬戶使用此服務的權利而不作另行通知。

HTCL reserves the right to cancel or suspend the use of this service by individual 3HK service account at any time without any notice.

17. 和記電話保留隨時更改、修改或終止此服務，以及修訂有關條款及細則之權利而不作另行通知。如有任何爭議，和記保留最終決定權。

HTCL reserves the right to vary, modify and terminate this service and to amend the terms and conditions at any time without any notice. HTCL reserves the rights to make final decision in case of any dispute.

18. 本服務條款及細則備有中、英兩文本，而中、英文文本均具有同等法律效力。兩者如有歧異，概以英文版本為準。

These Terms and Conditions for the Purchases are available in both English and Chinese, and both language versions shall have the same legal effect. In case of inconsistency between the two versions, the English version shall prevail.

19. 本服務條款及細則受香港法律管轄，客戶將服從在香港有管轄權的法院的非專屬管轄權。

These Terms and Conditions shall be governed by the laws of Hong Kong and the Customer shall submit to the non-exclusive jurisdiction of Hong Kong courts.

20. 使用此服務之客戶即將受此服務之條款及細則所約束，客戶同時亦受和記電話之 3G 及 4G LTE 服務使用條款所約束，詳情請瀏覽 <http://www.three.com.hk> → 條款及細則 → 3G 及 4G LTE 服務使用條款。若此服務之條款及細則與和記電話之 3G 及 4G LTE 服務使用條款有所抵觸，則以前者為準。

Once the customer has used this service, it shall be subject to the terms and conditions relating to the service as contained herein, and shall also be subject to the 3G and 4G LTE Service Terms and Conditions of HTCL which can be found on HTCL's website <http://www.three.com.hk> → Terms & Policies → 3G and 4G LTE Service Terms and Conditions. If there is any conflict between the terms and conditions relating to this service as contained herein and the 3G and 4G LTE Service Terms and Conditions of HTCL, the former shall prevail.