



The terms and conditions relating to “Flexi Entertainment Pack”

Flexi Entertainment Pack

1. Flexi Entertainment Pack service (“Service”) is an entertainment service package. Upon successful application designated, customer may select one of the designated value-added services (KKBOX/ hmvod). Customer can switch the designated value-added services (KKBOX/ hmvod) in My Account before the then current statement cutoff date. Such switch will become effective after the next statement cutoff date.
2. (Applicable to non-designated customers) Customers may subscribe for standalone Service (at \$69 per month). To terminate this Service, customer shall request in accordance with clause 7 below.
3. Customer may subscribe for this Service as the designated value-added service commitment when engaging for a fixed contract term for its newly subscribed mobile devices (at \$49/\$59 per month), and to sign up for a designated contractual term, and to subscribe for a designated monthly plan for mobile devices. The Service will continue to be provided at the same monthly service fee of (at \$49/\$59 per month) upon expiry of the designated contract period unless the customer terminates the services in accordance with clause 7 below. If the customer is to subscribe for this Service as the designated value-added service commitment when engaging for a fixed contract term for its newly subscribed mobile devices, then any termination of the monthly plan for the mobile devices for whatever reasons shall also lead to the automatic termination of this Service accordingly.
4. The price difference between this Service (at \$69 per month for Standalone or at \$49/\$59 for designated value-added service commitment when engaging for a fixed contract term for its newly subscribed mobile devices) and the designated value-added service under this Service (Free-to-go monthly plan at KKBOX \$49/ hmvod \$49; or the prevailing designated monthly fee) can be fully offset for any purchase on Google Play, App Store, Apple, iCloud and Apple Music (“Purchase”). Such Purchase must be paid through 3HK Billing service (“Bill-to-3”) and will be, subject to the relevant terms and conditions. If the relevant offset amount is not offset against the Purchase by customer as at the bill cut-off date, the relevant offset amount will be forfeited automatically without notice, no refund and compensation will be allowed.
5. This Service is chargeable for fixed monthly service fees. Even if customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by customer in full but not refundable at all on any pro-rata basis. Once customer has confirmed its subscription for the Service, the service fee shall automatically be chargeable on a monthly basis.



6. The Service shall only be applicable to the 3G, 4G LTE and 5G mobile customers of HTCL but not any prepaid SIM card or Secondary SIMs of 4.5G/5G Family/ Family SIM Plan customers (if applicable).
7. To terminate the Service, customer must notify HTCL by calling the 3Customer Services Hotline 1033 not less than 7 days before the then current statement cutoff date of the Service. Termination of the Service shall forthwith become effective as from HTCL's receipt from customer of the termination notice, or customer can continue to use the Service until the next payment due date of the monthly fee (as the case may be), and the service fee payable for such relevant month shall not be refundable at all on any pro-rata basis.
8. The local mobile data usage and charge incurred for using the designated value-added service (KKBOX/ hmvod) of this Service under the mobile number which subscribed for such Service from HTCL will be waived.
9. When customer is to download the KKBOX/ hmvod App, the relevant data transfer fee shall additionally be charged by HTCL. If customer is to download the KKBOX/ hmvod App and/or use KKBOX/ hmvod service overseas, it may be required to pay separately the relevant data roaming fee.
10. If, at the time of or after subscribing to the Service (include KKBOX/ hmvod service) through HTCL, customer is to apply or subscribe for KKBOX/ hmvod service through any other way for whatever reasons and results in any extra fee or loss therefrom, HTCL shall not in any event be responsible for any such extra fee or loss.
11. HTCL reserves the right to cancel or suspend this Service by individual 3HK service account at any time without any notice.
12. 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.
13. 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.
14. Once customer has successfully subscribed for the Service, it shall be subject to the terms and conditions relating to the Service (include KKBOX/ hmvod service) as contained herein, and shall also be subject to the 3G, 4G LTE and 5G Service Terms and Conditions of Hutchison Telephone Company Limited ("HTCL" or "3HK") which can be found on HTCL's website <http://www.three.com.hk/> → Terms & Policies → 3G, 4G LTE and 5G Service Terms and Conditions. If there is any conflict between the terms and conditions relating to the Service as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL, the former shall prevail.

15. Customer gives consent for HTCL to provide his mobile number to the content provider for service activation and provision. For details, please visit
 - <http://www.kkbox.com> → Privacy Policy
 - <http://hmvod.hmv.com.hk> → Privacy Statement
16. Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version shall prevail.

Bill-to-3

1. Customer can use 3HK billing services (“Bill-to-3”) to pay through his/her 3HK services account for the purchase on App Store, Apple, iCloud, Apple Music and Google Play and settlement the fee (“Purchase”).
2. Purchase amount shall be settled upon issuance of 3HK bill by 3HK for the Purchase.
3. Purchase through 3HK bill Service under service accounts of new 3HK customers within the first 90 days after activation of monthly plan service will be subject to a monthly purchase limit of HK\$300 (“Purchase Limit”). After that, the monthly Purchase Limit of each 3HK service account will be adjusted to from HK\$300 to HK\$2,000 (depending on the service accounts' status). 3HK may adjust the monthly purchase limit without giving customers any advance notice.
4. The monthly limit on purchase will be auto-reset after bill cut-off date of the 3HK service account every month.
5. When customer pays using his/her 3HK Account, 3HK will also send a text message to customer to confirm that customer has made the charge to his/her 3HK Account.
6. All services for the Purchase are provided by Apple or Google. The terms and conditions of Apple, App Store, iCloud, Apple Music and Google Play shall apply to the relevant Purchases and services, including refund policy.
7. Refunds can only be performed by Apple, the developer or Google (please refer to the email receipt sent by Apple or Google).
8. For any inquiries on purchase, please follow the support instructions in email receipt sent by Apple or Google.
9. If user is not the account holder of 3HK mobile service account, user must get the prior permission from the account holder before incurring charges on the 3HK service account.



10. HTCL reserves the right to cancel or suspend the use of Bill-to-3 service by individual 3HK service account at any time without any notice.
11. HTCL reserves the right to vary, modify and terminate Bill-to-3 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.

KKBOX

1. KKBOX service is a music playback service. Upon successful application, customer may use KKBOX by searching for and downloading the software application (Apps) of KKBOX (the "KKBOX Apps") from Google Play or App Store.
2. KKBOX service shall only be applicable to the operation system of Android 4.0 or above, iOS 8.0 or above or Windows 10 or above.
3. The content of KKBOX service shall be provided by a third party supplier, namely KKBOX Hong Kong Limited. The content of KKBOX service may change without any prior notice. HTCL shall not be responsible for any liability incurred from or in connection with the content, the downloading of the KKBOX Apps and/or use of KKBOX service (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 of the KKBOX Apps and/or use of KKBOX service by customer or any other persons). HTCL shall have the final discretion as to any dispute in all respects in relation to this Service.

hmvod

1. The Service is a movie entertainment service. Upon successful application, customer may make use of the Service by searching for and downloading the software application ("hmvod App") of hmvod from Google Play or App Store, or website at <http://hmvod.com.hk/en/home> ("hmvod Web").
2. The service plan include 2 movie coupons and "VIP unlimited" each month.
3. 1 movie coupon, or such number of movie coupon(s) required for a movie or video, will be deducted for each movie and is valid for 48 hours once the movie coupon is deducted.
4. The validation period of each movie coupon is one month. System shall automatically deduct / cancel any unused movie coupon after one month.
5. hmvod App shall only be applicable to the operation system of Android 5.0 or above and iOS 10 or above . hmvod Web shall only be applicable to designated browsers and related versions. For details, please refer to <http://hmvod.com.hk/en/help-center> .



6. The content of the Service shall be provided by a third party supplier, namely Anyplex Hong Kong Limited. The content of the Service may change without any prior notice. HTCL shall not be responsible for any liability incurred from or in connection with the content, the downloading of the hmvod App and/or use of the Service (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 of the hmvod App and/or use of the Service by customer or any other persons). HTCL shall have the final discretion as to any dispute in all respects in relation to this Service.

