



## Terms and Conditions

1. Customer is required to subscribe designated 5G SIM Monthly Plan (by way of new subscription or service plan upgrade) for a term of at least 30/36 months (“Contract Period”) and commit to the payment of the monthly administration fee of \$18 in order to be eligible for subscription of the “IN3” Handset Upgrade Program (“Program”). Customer is required to purchase designated handset model (“Purchased Handset”) at the same time and settle the payment according to the terms of the Program. Each subscriber can only subscribe the Program once during the Contract Period.

2. Payment of the Purchased Handset will be made in the following manner :

- Phase 1 – the first 12 months

Upon service subscription, customer will settle the part payment of the Purchased Handset by one-off payment or by 12-month interest-free installment (see table below). Such payment will be reduced by the value of the trade-in device (if any) according to the terms of 3HK Handset Trade-in Policy as referred to <https://web.three.com.hk/tnc/190829/tnc-tradein-en.pdf>.

- Phase 2 – the subsequent 18 months

➢ Starting from 13th month, customer will settle the residual payment of the Purchased Handset via the monthly bills issued by 3HK

Model	Phase 1 Payment (before deducting the trade-in price)	Phase 2 Monthly Payment (for 18 months)
Samsung Galaxy S21 128GB	\$2,744	\$153
Samsung Galaxy S21 256GB	\$2,900	\$161
Samsung Galaxy S21+	\$3,644	\$203
Samsung Galaxy S21 Ultra 256GB	\$4,406	\$244
Samsung Galaxy S21 Ultra 512GB	\$4,856	\$269

3. Customer must fill in and complete the prescribed application form(s) issued by the relevant financial institutions if he wishes to settle the Phase 1 payment by 12-month interest-free installment with designated credit cards.

4. Credit card autopay is required for settling payment during the Contract Period. The credit cardholder name must be the same as the registered name of mobile account.

5. If customer returns the Purchased Handset at any time before the end of the 12<sup>th</sup> month of the Contact Period, he will not have to settle the payment obligations for Phase 2. If customer returns the Purchased Handset after the initial 12 months of the Contract Period, he will not have to settle the remaining unbilled payment amount under phase 2. The operation of this paragraph 5 is subject to the terms set out in paragraph 6 below.



6. Customer must return the Purchased Handset in order to off-set the unbilled payment amount under Phase 2. The returned handset must bear the same IMEI, model and capacity with that mentioned in the subscription contract, in good condition in terms of appearance, functionality and operational. 3HK has the right to inspect and evaluate the returned device and reserves the right to refuse return of any Purchased Handset at its discretion. The returned device cannot be reclaimed under any circumstance. Customer is responsible to ensure all the data in the returned device is deleted or backed up prior to return. 3HK makes no responsibility as to any loss, retrieval, restoration or transfer of the data. For change IMEI due to handset repair in Samsung designated service centres, please bring along the Authorization & Service Confirmation issued by Samsung Electronics HK Company to 3Shop for update the handset IMEI record. 3HK reserves the right to amend the terms and conditions of the Program at any time without prior notice.
7. In case of early termination of service plan under the Program during the Contract Period for whatsoever reasons, 3HK will charge the customer early termination charges, which are the sum of the outstanding payments under Phase 1 and Phase 2, together with the 5G SIM monthly plan subscription fees for the remaining unexpired period.
8. Customer is required to subscribe \$248/288/\$388/\$688 5G Monthly Plan and compulsory "Infinity Data Pack" \$58 per month during 36-month contract period and subscribe to this service on the same day of designated 5G monthly plan subscription with same contract commitment. Upon expiry of the contract period of the Service, 3HK will continue to provide the Service at the monthly fees \$238, unless customer terminates the Service.

#### Handset Voucher Offer

- Handset Voucher is valid within 36 months contract period (according to the offer selected). Handset Voucher value varies according to the monthly plan subscribed. Each Handset Voucher is of \$500 denomination. If the remaining value of Handset Voucher is less than \$500, it will be replaced by a Handset Voucher of \$100 denomination.
  - Handset Voucher can only be used for designated standalone handset, tablets and smart watch at 3Shops in Hong Kong. Not applicable to accessories. Any unused Handset Voucher will be forfeited upon expiry.
  - Customer is required to purchase designated handset, tablets and smart watch purchase at the prevailing 3HK suggested retail price.
  - Multiple Handset Voucher can be used in each purchase. The remaining balance amount of Handset Voucher will be forfeited automatically. No refund or exchange will be made for any remaining balance amount of Handset Voucher.
  - For enquiry of Handset Voucher remaining amount, please contact shop staff or Customer Service representative.
  - Handset Voucher is not transferable and for resale. It is redeemable only by the person whose name is the same as the registered name of the subscribed service plan. → Handset Voucher cannot be enjoyed in conjunction with other offer.
  - Handset Voucher is non-refundable, and no change will be given either in cash/product or in other form.
  - The available standalone handset, tablets and smart watch will be updated and amended from time to time. Please ask our shop staff for details.
  - Hutchison Telephone Company Limited ("HTCL") reserves the right of final decision in case of disputes or changes of the offer without any prior notice
9. This service is applicable to personal account and designated service plans only.
  10. Unless otherwise specified, this offer cannot be enjoyed in conjunction with other offer.



## General Terms and Conditions

- Sending and receiving voice calls and MMS to and from 3 subscribers are deemed as Heart-To-Heart voice and Intra MMS.
- Please visit <https://web.three.com.hk/servicecharges/thereaftercharges> for charging details of video call, SMS and voice thereafter service which maybe updated by us from time to time.
- There would be no surcharge for receiving a video call from a subscriber of other Hong Kong designated mobile operator.
- Wireless local data usage charge is applicable to Phone email application usage or access to Mail via video mobile phone, access to sites other than the 3Service and wireless modem application.
- All plans include unlimited mobile IDD local talk time ("001", "1968" & "+" only).
- For international voice and video calls, international call rates apply.
- For international roaming services, roaming rates apply.
- Talk time guarantee (One minute of video and voice call talk time will be rebated if your call accidentally drops out and either the calling party calls back or you dial the number again within 1 minute of the call drop-out).
- When a customer uses the Conference Call or Call Waiting service, airtime will be calculated according to the total time spent on all connected lines.
- In case of early termination of service plan or value added service plan (if applicable) during the contract period for whatsoever reasons, liquidated damages will be charged by 3HK.
- An SMS alert will be sent to customer when data usage nearly reaches the limit of subscribed data services. Customer may purchase flexi data top-up options through [www.three.com.hk/3Care\\_eng](http://www.three.com.hk/3Care_eng) which can be used for the remaining period of the month before bill cut-off date. Once the top-up data has been purchased, the related payment will not be refunded. Any unused data usage cannot be carried forward to the next bill month. If data usage has reached the limit of subscribed data services, data usage will be automatically suspended. For the flexi data top-up charges, please visit <https://web.three.com.hk/data/topupdatapack/index-en.html> as maybe updated by us from time to time.
- For minimal data usage triggered by handset applications during the period of suspension of local data usage, or unbilled data usage due to cut-off time difference or delay, they will be deducted upon top-up of additional data during that bill month.
- Data usage information and record shown on different interfaces and message alerts may vary from real-time usage. Our company shall not be held liable for any matters arising from any failure in relation to the timing, cancellation, transmission or delivery during application for free or paid data.
- All usage is subject to 3 Hong Kong Service Usage Policy and Fair Usage Policy.
- Unless otherwise specified, the usage entitlement and fee of the monthly plan apply to local services only.
- All service contents and charges are subject to final decision of 3 Hong Kong. 3 Hong Kong reserves the right to change the contents and charges without prior notice.
- The above offers are subject to our 3G, 4G LTE and 5G Service Terms and Conditions, the aforesaid and other special terms and conditions. Please contact [3Shop](#) staff for details.
- 5G network is applicable to designated mobile device model only.



- 5G network experience may be affected due to various factors including but not limited to network setting/specification or coverage, the features or functionality of individual mobile device, transmission technology, network traffic and usage, speed of websites servers, service stability of other content providers, weather and other circumstantial factors (e.g. blockades such as buildings, mountains, tunnels) which may lead to radio interference. Subject to 5G Service Terms and Conditions of 3HK.
- Hutchison Telephone Company Limited (“3HK”) reserves the rights to amend the charges and terms and conditions (including but not limited to designated destinations and designated networks, their coverage, system compatibility and other relevant conditions of the designated networks) of the Service and to suspend or terminate any part of the Service at any time without prior notice, especially in case where roaming partner terminates cooperation with 3HK. 3HK shall have the final decision in case of any dispute

