

ELEMENTS Shopping Gift Pass Terms & Conditions

By accepting, purchasing or using the ELEMENTS Shopping Gift Pass ("Shopping Gift Pass") issued by 33 Financial Services Limited ("33 Finance"), you agree to be bound by these Terms and Conditions below. "You", "your" and "cardholder" refer to the person who has purchased or redeemed and/or is using or otherwise holding the Shopping Gift Pass. In case of dispute and unless otherwise specified under these Terms and Conditions, MTR Corporation Limited ("MTR") reserves the right of final decision on all matters, at any time without prior notice.

Shopping Gift Pass

1. The Shopping Gift Pass is an anonymous and non-reloadable gift card, available in pre-determined denominations of HK\$3,000 and HK\$8,000.
2. The Shopping Gift Pass is available for purchase and redemption at the following ELEMENTS Concierges:

Locations	Opening hours
Concierge Counter, L2 Metal Zone, opposite DAMIANI	10:00am - 10:00pm (HKT), Mondays to Sundays

3. Each person may only purchase/hold Shopping Gift Passes with a maximum total value of HK\$25,000 per calendar year. For bulk orders or corporate purchases (exceeding the total value of HK\$25,000), please email ELEMKT@mtr.com.hk for further information.
4. Only electronic payment (including Alipay HK, Mastercard, UnionPay, Visa Card, FPS (HKQR, Tap&Go, and BOC Pay), PayMe, and WeChat Pay, excluding overseas/international cards) will be accepted for purchasing the Shopping Gift Pass (ELEMENTS Gift Vouchers, ELEMENTS e-Vouchers and other means of redemption will not be accepted).
5. All purchased and redeemed Shopping Gift Passes are non-refundable and non-returnable.
6. Unless otherwise specified by MTR, the Shopping Gift Passes are issued, made available, distributed, and provided by 33 Finance, together with all related services and support. Any spending or payment on or for purchasing of Shopping Gift Pass is not eligible for ELEMENTS Points registration under the ELEMENTS Rewards Programme – ELEMENTS Rewards ("ELEMENTS Rewards"). Eligible Spending (as defined under the Terms and Conditions of ELEMENTS Rewards) made by Shopping Gift Pass is eligible for ELEMENTS Rewards Points registration subject to the Terms and Conditions of ELEMENTS Rewards.
7. The Shopping Gift Pass can only be used at the participating merchants of ELEMENTS accepting UnionPay Cards that are also listed on the ELEMENTS website, subject to the participating merchants' final decision and judgment. The Shopping Gift Pass is the private label Gift Card of ELEMENTS, its transaction is not the same as other general credit/debit card transactions. **The Shopping Gift Pass cannot be used to settle online transactions.** For any inquiries on the Shopping Gift Pass, please call the 33 Finance Gift Card Customer Service Hotline.

8. Each time you use the Shopping Gift Pass for any payment, the amount of each purchase will be immediately deducted from the Shopping Gift Pass.
9. The fees and charges listed in the “Shopping Gift Pass Fees and Charges Table” published on the website www.33finance.com are applicable to the Shopping Gift Pass. By purchasing the Shopping Gift Pass, the cardholder agrees that any applicable fees and charges can be debited directly from the Shopping Gift Pass. The most updated applicable fees and charges as stated in the “Shopping Gift Pass Fees and Charges Table” on website www.33finance.com should be binding on the Shopping Gift Pass cardholder if the cardholder continues to use or retain the Shopping Gift Pass. Any such fees and charges may be varied subject to 33 Finance’s notice for not less than 30 days.

Making Payment with the Shopping Gift Pass

10. A Personal Identification Number (“PIN”) is imprinted and covered by a silver scratch panel at the back of the Shopping Gift Pass. Cardholders must use this PIN to enter the 33 Finance Prepaid Card platform by calling 33 Finance’s Gift Card Customer Service Hotline or logging into 33 Finance’s mobile app (33 eWallet) to change the PIN immediately. It is highly recommended to change the PIN from time to time for security.
11. At the time of payment, the cardholder must present the Shopping Gift Pass and enter the relevant valid 6-digit PIN.
12. Once the available credit in the Shopping Gift Pass has been fully utilised and the balance has dropped to zero, the relevant Shopping Gift Pass is no longer valid. The cardholder is advised to cut the card into halves before disposal.

Available Balance Enquiry

13. No card statement will be issued, but cardholders may apply for a detailed transaction record in physical copy by calling the 33 Finance Gift Card Customer Service Hotline. A Detailed Transaction Record Fee applies, which will be automatically deducted from the relevant Shopping Gift Pass immediately.
14. Cardholders may check their card balance and transaction history free of charge by calling the 33 Finance Gift Card Customer Service Hotline, logging into 33 Finance’s mobile app (33 eWallet), or visiting 33 Finance’s website at www.33finance.com. It is the cardholder’s responsibility to notify 33 Finance of any error, omission, and/or unauthorised transaction within 45 days of the transaction date. The transactions shown will be considered correct after the specified period. It is recommended that cardholders check their transaction records frequently.

Loss and Theft

15. The Shopping Gift Pass will not be replaced or have the remaining balance refunded if it is lost or stolen.

PIN and Card Replacement

16. The PIN will not be reissued and cannot be reset after the relevant Shopping Gift Pass has been activated. In the event that the PIN is forgotten or irretrievable, the cardholder must apply for a replacement card. A Card Replacement Handling Fee applies as outlined on the Shopping Gift Pass Fees and Charges Table published on 33 Finance's website www.33finance.com.
17. Replacement of an Shopping Gift Pass will be issued free-of-charge in case of card malfunction that is not caused by you and the defective card is returned to us on or before the card expiry date for cancellation.
18. If the Shopping Gift Pass is damaged due to misuse, a replacement card may be issued upon request provided that the Shopping Gift Pass is returned to the designated ELEMENTS Concierge or 33 Finance Gift Card Customer Service Team on or before the card expiry date for cancellation. The Card Replacement Handling Fee will be deducted from the Shopping Gift Pass. Please refer to the Shopping Gift Pass Fees and Charges Table published on 33 Finance's website www.33finance.com.
19. Cardholders may be asked to present proof of identification for the issuance of a replacement card.
20. The replacement card, if issued, will be in the amount of the remaining credit balance available of the replaced Shopping Gift Pass in accordance with 33 Finance's records, including deductions of any applicable fees and charges.
21. 33 Finance reserves the right to decline the issuance of a replacement card at any time at their discretion without prior notice.

Expiry

22. The Shopping Gift Pass is valid for 2 months (subject to MTR's decision) from the date the card is purchased or redeemed at the designated ELEMENTS Concierge. The card expiry date is embossed and stated on the back of each Shopping Gift Pass as VALID THRU "MONTH / YEAR". Once the Shopping Gift Pass has expired, an Expired Card Management Fee will be charged monthly. The Expired Card Management Fee will be charged and deducted from the remaining balance of the Shopping Gift Pass on a monthly basis until the card balance has been fully depleted. Cardholders may apply for balance redemption after the expiration date of the Shopping Gift Pass (for the purchased Shopping Gift Pass only).
23. Merchant refunds are subject to the respective terms and conditions and processing lead times of participating merchants. All merchant refunds must be completed within the relevant Shopping Gift Pass validity period. Merchant refunds will not be accepted or reimbursed into the expired Shopping Gift Passes. Please refer to participating merchants for details.

Exclusion of Liability

24. Neither 33 Finance nor MTR will be responsible or liable for any refusal by any merchants to accept the Shopping Gift Pass for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between the cardholder and the merchant. MTR and 33 Finance will not be liable for any losses or damages that the cardholder or any third party may suffer in connection with or arising from the Shopping Gift Pass.

Termination / Redemption

25. 33 Finance reserves the rights at any time to terminate the use of the Shopping Gift Pass and/or any services offered or to reject any transaction without giving any prior notice or reason. 33 Finance shall not be liable for any losses or damages of whatever nature that you may suffer, whether directly or indirectly, as a result of such termination or disapproval. Upon termination, the Shopping Gift Pass is to be surrendered to 33 Finance Gift Card Customer Service on demand.
26. Cardholders are encouraged to spend the remaining balance in the Shopping Gift Pass before the card expiration date. However, you may terminate the card services and apply for balance redemption at any time before and after the expiration date of the Shopping Gift Pass (for the purchased Shopping Gift Pass only). The cardholder must visit 33 Finance's office in person, complete a Card Cancellation Form with identification proof and return the Shopping Gift Pass. Please note that a Card Redemption Fee will be deducted from the remaining balance before cheque issuance. For the Shopping Gift Pass with a balance equal to or below the applicable redemption fee, no redemption will be processed. A cheque for the remaining balance will be sent to the cardholder within one month after the claim.

Personal Data

27. Cardholders agree that MTR and 33 Finance can use any personal information in accordance with policies and practices applicable to their respective use and disclosure of personal data as set out in their respective current Privacy Policy Statements (the "Statement") and the cardholders agree he/she has read the Statement as stated on websites https://www.elementschk.com/eng/elements/main/personal_statement and www.33finance.com.

Amendments

28. MTR and 33 Finance reserve the rights to amend these Terms and Conditions at any time with not less than 30 days' notice. Please refer to 33 Finance's website (www.33finance.com) for the most up-to-date Terms and Conditions.
29. Retention or use of the Shopping Gift Pass after such amendments become effective shall constitute the acceptance of such amendments. All matters and disputes relating to any amendment under sections 28 and 29 of these Terms and Conditions will be subject to 33 Finance's final decision.

Law and Jurisdiction

30. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"), and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

General

31. MTR is not a service provider to the Shopping Gift Pass transaction and bear no responsibility for any loss or damages arising from any transaction under the Shopping Gift Pass.
32. If any of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.
33. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Contact 33 Finance:

Website	https://www.33finance.com/
Office Address	Suite 710, 7th Floor, Ocean Centre, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Customer Service Hotline	3900 9833 / 3900 9888
Office Hours	Monday to Friday, 9:00 am to 6:00 pm (except public holidays)

33 Finance Prepaid Card Fees and Charges Table
ELEMENTS Shopping Gift Pass

New Card Fee (per card)	Waived
Card Replacement Fee (per card)	HKD80
Card Redemption Fee (per card)	10% of the card's face value or min HKD200, WHICHEVER IS THE HIGHER
Detailed Transaction Record Fee (by month)	HKD50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HKD120
Balance Enquiry via 33 eWallet, or 33 Finance Website	Free
Expired Management Monthly Fee (deducts from the remaining balance of the expired card monthly)	10% of the remaining balance or min HKD200, WHICHEVER IS HIGHER

(Version dated 21 July 2025)