

# Esso 折扣咭申請表 Discount Card Application Form

(7) The above is written in both Chinese and English. In any case of inconsistency, the English version shall prevail.

An ExxonMobil Brand

## Esso Discount Card Terms & Conditions

The use of the Discount Card (the "Card") issued by Esso (Hong Kong) Limited ("Esso") is subject to the following terms and conditions (the "Terms and Conditions"). By using the Card, you are deemed to agree to these Terms and Conditions.

1. The Card is, and will be at all times, the property of Esso.

2. The person or entity to whom the Card is issued and/or whose vehicle number is embossed on the Card (the "Customer") may be entitled, in accordance with paragraph 5 below, to purchase designated petroleum products (the "Products") that may be available for sale at service stations designated by Esso from time to time ("Service Stations") at a discount from the price of the Products shown at the Service Stations from time to time (the "Discount Card Programme"). Esso shall not, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the Products or be liable in the event of non-availability or non-provision.

3. The Card shall be valid for use within Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") only.

4. The Card is not transferable.

5. The Customer may be entitled to enjoy the applicable discount in relation to purchases of the Products at the Service Stations at such rate and on such terms as agreed from time to time in writing between Esso and the Customer and/or the person or entity to which the Customer is or was a customer, member, officer or employee and pursuant to which the Card was issued and/or such person or entity who provided the Customer's vehicle number together with a copy of the Vehicle Registration Document to Esso for the issuance of the Card (the "Discount Card Agreement"). In the absence of a Discount Card Agreement or the Discount Card Agreement has expired or terminated, Esso may, at its sole discretion, offer to the Customer from time to time a discount for such purchases as such terms as or otherwise agreed between Esso and the Customer, from time to time a discount at any time without notice to the Customer. In case of inconsistency between the terms of the applicable Discount Card Agreement and these Terms and Conditions, the terms contained in the Discount Card Agreement shall prevail.

6. The Customer acknowledges that if the vehicle number is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the Service Stations and that Esso has no obligation to verify the identity of the user(s).

7. The Customer acknowledges that if the vehicle number is embossed on the Card, Esso may verify the vehicle number when the Card is presented to the attendant at the Service Stations. Esso is entitled to refuse acceptance of the Card if the vehicle number embossed on the Card is different to the vehicle number on the vehicle presented at the Service Stations.

8. The Customer shall use the Card only at the Service Stations. The Customer shall present the Card to the attendant at the Service Stations whenever the customer wishes to make a purchase and obtain the discount. The attendant will return the Card to the Customer together with a receipt of the Products purchased on that occasion should the Customer so request. The Customer shall be deemed to accept the details on the receipt as correct unless the Customer raises an objection before leaving the Service Station. In cases where no receipt is requested, the Customer shall automatically be deemed to accept details of the transaction as correct.

9. Payment must be settled by cash or bank credit card. The Card cannot be used in conjunction with other discount and promotional offers.

10. Any loss or theft of the Card shall be reported to the Customer Service Centre at 3197-8188 immediately.

11. Esso reserves the right to impose on the Customer a fee Esso may determine for the issuance of a replacement card as a result of the Card having been lost or stolen.

12. Esso may collect personal data and information from the Customer. The personal data and information collected by Esso will be used in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Personal Information Collection Statement (printed overleaf). The Personal Information Collection Statement forms a part of these Terms and Conditions.

13. Esso may, at its discretion and without giving any reason, cancel the use of the Card and/or terminate the Discount Card Programme at any time by placing notification at the Service Stations, or sending written notice to the Customer and/or by other means in accordance with the terms of the Discount Card Agreement (if applicable). Upon occurrence of such event, the Card shall be immediately returned to Esso.

14. The Customer may terminate the use of the Card at any time by returning the Card to Esso. Returned Card shall be not in use.

15. The Customer shall notify Esso promptly in writing of any change in the Customer's contact details.

16. Esso reserves the right to vary any of these Terms and Conditions by giving notice to the Customer. Notice shall be deemed to be given by Esso to the Customer if it is posted to the latest address of the Customer held by Esso or by way of a notice displayed at the Service Stations. Use of the Card by the Customer after the effective date of any change shall constitute acceptance by the Customer of such change. If the Customer does not accept the proposed change, the Customer shall return the Card to Esso immediately.

17. Esso reserves the right not to accept the Card if there is a breach of the Discount Card Agreement (if applicable). Under no circumstance shall Esso be responsible for any loss if the Card is not honoured for any reason whatsoever.

18. Esso shall not be liable for any loss or damage caused to the Customer arising from any act or omission of the operator of any of the Service Stations. Esso's appointed agents, contractors and/or suppliers including without limitation, any retailer or agent of the Card, any dispute or claim the Customer may have with or against any of the operators of the Service Stations, Esso's appointed agents, contractors or suppliers shall not affect the obligations of the Customer under these Terms and Conditions.

19. All conditions and warranties, whether expressed or implied and whether arising under any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the extent permitted by law. Without limiting any other provisions of these Terms and Conditions, Esso shall not be liable for any loss or damage suffered by the Customer due to any delay or failure in replacing the Card and/or any breakdown or failure of machinery, system or processor, industry dispute, war, act of God, system failure and anything beyond the control of Esso.

20. These Terms and Conditions shall ensure for the benefit of Esso and its successors and assigns and shall be binding upon the Customer and its successors and personal representatives.

21. Esso may, upon written notice to the Customer but without the Customer's consent, assign all or any portion of its rights and benefits hereunder or transfer all or any portion of its obligations hereunder to its successors or assigns.

22. All the rights, interests and powers of Esso hereunder shall remain in force notwithstanding any neglect, forbearance, partiality, extending, or delay in the enforcement or exercising thereof and Esso shall not be deemed to waive or forego any of its rights or any provision hereof or any notice given hereunder unless such waiver is in writing.

23. These Terms and Conditions are written in both English and Chinese. In case of inconsistency between the English version and the Chinese version, the English version shall prevail.

24. These Terms and Conditions shall be governed by and contained in accordance with the laws of Hong Kong.

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## Esso 折扣咭條款及條件

埃克索美孚有限公司（「埃克索美孚香港」）發行之折扣咭（「折扣咭」）之使用須受以下條款及條件所規限，折扣咭一經使用，持咭人均被視作同意受本條款及條件所約束。

1. 無論現在或將來任何時間，折扣咭均歸埃克索美孚香港所有。

2. 獲發折扣咭及/或持咭者已預知車牌號碼折扣咭之人士或實體（「客戶」），有權按下文第5條的規定，在埃克索美孚香港不時指定之加油站（「加油站」），購買其所指定之指定石油產品（「產品」），時，按加油站不時顯示的產品價格折扣（「折扣計劃」），在任何情況下，埃克索美孚香港必須以任何方式確保產品之供應量充足或提供產品或產品供應量不足或不提供產品而承擔責任。

3. 折扣咭僅在中華人民共和國香港特別行政區（「香港」）內有效使用。

4. 折扣咭不可轉讓。

5. 按照埃克索美孚香港指定客戶及/或現在或曾經是該人士或實體之顧客、會員、主理人員或僱員並按此種發折扣咭之客戶及/或提供客戶車牌號碼和有效車牌登記文件副本予埃克索美孚香港用作發折扣咭的人士或實體之間不時書面同意的折扣咭條款（「折扣咭條款」），客戶於加油站購買產品可享有折扣咭。在沒有折扣咭條款或折扣咭條款已到期或終止的情況下，埃克索美孚香港可根據其酌情權，按其認為適當的條款或將向客戶提供精實折扣。埃克索美孚香港並保留權利可隨時更改或取消任何折扣咭而毋須知會客戶，倘若適用折扣咭協議的條款與本條款及條件有任何抵觸，一概以折扣咭協議所載條款為準。

6. 客戶確認，若折扣咭上未印車牌號碼，則向加油站之服務人員出示折扣咭及任何人士均可使用該咭，且埃克索美孚香港沒有義務核實使用咭者身份。

7. 客戶確認，若折扣咭上已印車牌號碼，埃克索美孚香港在加油站之服務人員提出示折扣咭時，該車牌號碼，倘若與加油站出示折扣咭時，折扣咭上印列的車牌號碼與車牌號碼不符，埃克索美孚香港有權拒絕接受折扣咭。

8. 客戶儘可在加油站使用折扣咭，任何時候，若客戶欲購買產品及享有折扣，均向加油站之服務人員出示折扣咭。服務人員會將折扣咭及客戶要求購買時所需產品之收據交還客戶，倘若客戶在離開加油站之前提出異議，否則應視客戶已認可收據上所列之資料屬正確。若客戶不索取收據，應自動視爲客戶已認可交易資料屬正確。

9. 客戶必須以現金或信用卡結賬，折扣咭不能與任何其他優惠同時使用。

10. 若折扣咭遺失或報廢，客戶應立即致電客戶服務中心，電話3197-8188，進行報失。

11. 若客戶因折扣咭遺失或報廢而需補發折扣咭，埃克索美孚香港將保留向客戶收取其補發之費用之權利。

12. 埃克索美孚香港可收集持咭人之個人資料。埃克索美孚香港將按個人資料（私隱）條例（第486章）的規定和印在背頁上之個人資料保護政策內列明之個人資料處理、收集、個人資料管理或成本條款及條件之一部份。

13. 埃克索美孚香港將根據其酌情權，毋須給予任何理由，隨時透過加油站張貼通知或向客戶發書面通知及/或按照折扣咭條款之條款（如適用）之其他渠道，取消折扣咭之使用及廢止折扣咭計劃，在此情況下發生後，客戶應立即將折扣咭退還埃克索美孚香港。

14. 客戶可隨時透過向埃克索美孚香港遞交折扣咭，以終止折扣咭之使用，相關的折扣咭應歸埃克索美孚香港。

15. 若客戶的聯絡資料有任何變更，客戶應立即以書面方式通知埃克索美孚香港。

16. 埃克索美孚香港有權保留更改本條款及條件之任何部份之權利，但須將有關更改通知客戶。若通知是寄至埃克索美孚香港指定的客戶聯絡地址或電郵地址或張貼在加油站，即屬埃克索美孚香港已向持咭人發出通知。如客戶在本條款及條件之任何更改生效日期後使用折扣咭，即構成接受更改。如客戶不接受提出之更改，必須立即將折扣咭退還埃克索美孚香港。

17. 若客戶違反本條款及條件所規定之任何條款及/或折扣咭協議違反（若適用），埃克索美孚香港將保留不接受折扣咭之權利，如折扣咭因任何原因不被接受，埃克索美孚香港發出須在任何情況下終止而引致之任何損失或費用，18. 埃克索美孚香港對任何因折扣咭協議違反而引致之任何損失或費用，埃克索美孚香港將保留追討之權利，而埃克索美孚香港之指定代理、承包商及/或僱員在進行任何行動或遺漏的行動（包括但不限於追討或承認或接受或支付折扣咭），而埃克索美孚香港之任何損失或費用，皆須由持咭人負責。客戶如與或對任何因折扣咭協議違反，埃克索美孚香港之指定代理、承包商或僱員產生任何爭議或申索，該等爭議或申索應由埃克索美孚香港在本條款及條件下應承擔之責任。

19. 埃克索美孚香港之權利、與產品之供應、適用性、品質、性能或安全有關之所有明示或暗示及相關如何法律、條例或其他規例或法例之所有條件及保證均將被排除。

20. 在限於本條款及條件之任何其他條款之情況下，埃克索美孚香港必須就客戶因折扣咭或未能補發折扣咭及/或任何何種爭議、系統或處理程序之故障或失誤、行業爭議、戰爭、天災、系統故障及退出埃克索美孚香港控制範圍之任何何事而產生之任何損失或損害承擔法律責任。

21. 本條款及條件對埃克索美孚香港及其繼承人及受讓人之利益有效，及對客戶及其繼承人及遺產代理人具有約束力。

22. 埃克索美孚香港可向任何客戶發給通知通知但不需獲得客戶同意之情況下，將其在在本條款及條件下之所有或任何部份之權利和利益轉讓予其繼承人或受讓人，或將其在本條款及條件下之所有或任何部份之權利和利益轉讓予其繼承人或受讓人。

23. 儘管有任何前述，不行使、局部行使或延誤執行或行使的情況，埃克索美孚香港在本條款及條件下的所有權利、利益和權力均維持有效，埃克索美孚香港不應視為放棄其任何權利或本條款及條件下之任何指定或發出之任何通知，除非該通知以書面作出。

24. 本條款及條件以英文及中文編製，若英文版本與中文版本之間出現任何不一致，應以英文版本為準。

25. 本條款及條件受香港之法律所管轄，並按其詮釋。



保良局員工 / 學生家長 / 捐款人 / 助善人等有優惠

Esso 誠意為您獻上入油優惠，繼續推出 Esso 折扣咭(即保良局加油折扣咭)，憑咭到全港任何 Esso 或東方石油加油站入油除可尊享入油優惠外，閣下每購買 1 公升汽油或柴油，埃克索美孚香港有限公司更會捐贈 \$0.60 給予保良局作慈善用途。

由 2016 年 9 月 1 日至 2018 年 8 月 31 日期間，憑 Esso 折扣咭於任何一間 Esso 或東方石油加油站入油(Synergy 汽油/柴油)，即可享有最少每公升 \$1.80 汽油折扣或 \$3.50 柴油折扣，其他優惠將陸續推出。閣下只須安坐車中即可完成付款程序，盡享精彩優惠。

Esso 的加油站網絡強大，提供更多選擇和方便，給您入油新體驗。請即填妥背頁表格並交回保良局教育事務部或屬下單位，尊享入油優惠之餘，更可行善積德。

\*此優惠不能與其他折扣優惠同時使用(如信用卡優惠或 Smiles 等)

