

HKT Smart Warranty Terms and Conditions

These HKT Smart Warranty Terms and Conditions (which may include any linked policies and notices, and may be viewed at <http://smartliving.hkt.com/eng/tnc.html>) are applicable to those customers who purchase our HKT Smart Warranty on their eligible product via our Call Centre or otherwise through telephone.

SECTION A TERMS AND CONDITIONS OF THE HKT SMART WARRANTY

Part I – Specific Provisions

1. The HKT Smart Warranty (“**Services**”) you as the customer have agreed to purchase is provided by Hong Kong Telecommunications (HKT) Limited (“**HKT**” or “**we**”, and the terms “**us**” and “**our**” shall be construed accordingly).
2. By purchasing the Services, you are deemed to agree to all the provisions in relation to the Services, including all provisions of these HKT Smart Warranty Terms and Conditions (which may include any linked policies and notices) (“**these Terms & Conditions**”) and all such other terms and conditions we may advise you or agree with you during your purchase of the Services and from time to time (“**your Application**”, together with these Terms & Conditions, as “**Contract**”). If there is any inconsistency between the provisions of these Terms & Conditions and your Application, the provisions of your Application shall prevail, unless we advise you otherwise. The provisions of the Contract govern your purchase and our provision of the Services.
3. The Contract shall cover one piece of eligible product purchased from us (as indicated in your Application or the relevant Sales Memo or other document for your purchase of the Product) or from certain other renowned retail stores in Hong Kong as so designated by us from time to time at our sole discretion (“**Product**”), which Product must be for your domestic and personal use in Hong Kong.
4. The Contract must form and commence within 180 days from the date of your purchase of the Product. For our verification purposes, you must be able to produce the original sales receipt, the relevant application form and/or such other documents so requested by us, indicating your purchase of the Product.
5. The term of the Contract of the Services (“**Term**”) shall be for one (1) / two (2) year(s) (or such other duration as indicated in your Application).
6. The Term of the Services on the Product shall commence from the expiry of the term of the original written warranty (“**Manufacturer’s Original Warranty**”) of the Product so provided by the manufacturer of the Product (“**Manufacturer**”).
7. Notwithstanding any provision herein and other terms of the Contract, the Term of the Services on any embedded battery of the Product shall commence from the expiry of the term of the original written warranty for such embedded battery provided by the Manufacturer and shall end on the same date as the expiry of the Term of the Services on the Product.
8. The Contract provides repairs of and/or one-time replacement of the Product in Hong Kong only, if found defective during the Term. The coverage under the Contract is for mechanical and electrical breakdown of the Product to the extent provided by the Manufacturer’s Original Warranty only, subject to the Maximum Maintenance Balance (which amount is indicated in your Application and which term is as defined below). The Contract is a service contract and not a guarantee or promise in light of the nature of the material, workmanship or performance of the Product.
9. You are only entitled to one replacement of the failed / defective Product during the Term under the Contract. We shall have the option to repair or replace the failed / defective Product with the same model or like kind, specifications and quality at our sole discretion. If we are of the view that the failed / defective Product is beyond repair and should be replaced with a new product, we will advise you to purchase a new product with the same model or like kind, specifications and quality as the failed / defective Product at our designated shops or certain other renowned retail stores in Hong Kong as so designated by us from time to time at our sole discretion, within a designated period of time and may be subject to other conditions we impose. We shall reimburse you the purchase price of the new replacement product upon your production of the original sales receipt and/or such other documents so requested by us, indicating your purchase of the new replacement product, Provided always that the amount of our reimbursement shall be limit to, and shall not in any way exceed, your remaining Maximum Maintenance Balance for the failed / defective Product at the material time. If, at any time during the Term, your remaining Maximum Maintenance Balance is not enough to cover the purchase price of the new replacement product, you shall be liable to pay the difference between the purchase price of the new replacement product and your remaining Maximum Maintenance Balance. The Contract will automatically terminate in the event that the Product is replaced, with the date of such termination to be determined by us. If the failed / defective Product is replaced by us, the original failed / defective Product shall become our property. We recommend that you purchase a new HKT Smart Warranty for the new replacement product for similar protection to be afforded to the new replacement product. Due to technological advances, the replacement product may be of lower retail value than the original Product.
10. The aggregate value for all repairs of the Product for which we are liable for the whole Term under the Contract shall be limited to the purchase price that you paid for the Product or the Recommended Retail Price of the Product as indicated in your Application or other document for your purchase of the Product (as the case may be) (“**Maximum Maintenance Balance**”). After each repair of the Product during the Term under the Contract, your Maximum Maintenance Balance will

- be reduced by the costs for such repair accordingly (our representative will advise you of such repair cost before the repair is carried out). If, at any time during the Term, your remaining Maximum Maintenance Balance is not enough to cover the costs of any repair proposed to be carried out under the Contract, you shall be liable to pay the difference between the costs of that repair and your remaining Maximum Maintenance Balance before that repair will be carried out.
11. For the avoidance of doubt and notwithstanding any provisions of the Contract, the scope of the repair and/or replacement of the Product under the Contract shall not in any way be wider than those provided in the Manufacturer's Original Warranty, and shall exclude any of the followings:
- (a) Product that is still covered by the Manufacturer's Original Warranty, any other repairers warranty or any other warranty in effect;
 - (b) Any defects that are subject to the Manufacturer's recalls;
 - (c) The Manufacturer's recommended routine maintenance, inspection, cleaning, lubrication or external adjustments;
 - (d) Non-operating and cosmetic items, paint, colour or product finish; accessories used in or with the Product; audio and video external cables and cords; glass and lens; add on options incorporated; unauthorised modifications made to the Product; failure to follow the Manufacturer's installation, operation or maintenance instructions; any items not affecting the Product's function;
 - (e) Software (including operating system and any stored data), defects resulting directly from software installation and/or removal, computer virus, virus prevention, and other peripherals; repairs to hardware that has been added after the Product's original purchase;
 - (f) Consumables such as batteries (embedded battery excepted), stylus, bulbs, tapes and diskettes, ribbons, toner and ink cartridges etc.;
 - (g) External faults such as wiring, electrical connection or plumbing, realigning of signal receivers (poor receptions), and consequential loss of any kind;
 - (h) Accidental or intentional physical damage to the Product; burglary or theft of the Product; spilled liquids, corrosion, animal and insect infestation, Fungi (as defined below), wear and tear, gradual deterioration, including but not limited to moisture, oxidation, misuse, abuse or damage to the Product caused by non-authorized repair personnel. For the purpose of the Contract, the term "**Fungi**" shall mean any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas, or substance, including any by-products, produced or released by Fungi;
 - (i) Diagnosis where no defect has been found or noted;
 - (j) Defects and on-site service charges not covered under the Manufacturer's Original Warranty;
 - (k) Shipping or delivery charges (except for courier service charges included in the Door-to-Door Service (as defined below)), express service charges, transportation damage; removal or reinstallation of the Product, and products on loan during repair process;
 - (l) Commercial use, rental, use for profits or Product transfer to retail outlets;
 - (m) Customer's report of the failure of the Product was not reported prior to any repair or a repair is performed by a non-authorized HKT's repairer; and/or
 - (n) Any loss or damage to a person or property for any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss, including but not limited to losses incurred due to any delay in rendering service under the Contract and loss of use during the period that the Product is under repair at an authorised repairer and/or while awaiting parts of the Product.
12. When there is a failure of the Product due to an electrical or a mechanical breakdown during the Term, please promptly call our HKT Smart Warranty Hotline as listed below during office hours and our representatives will assist in meeting your service needs.
13. If the Product under the Services is a tablet or notebook computer, our representative will arrange for a courier service (excluding outlying islands such as Lantau Island, Lamma Island, Cheung Chau and Ma Wan, and remote areas in Hong Kong as designated by us from time to time, such as Lo Wu, Lok Ma Chau and Sha Tau Kok) to collect the failed / defective Product from your designated address in Hong Kong for repair to be carried out and return it to the same address (or such other location as you and us may otherwise agree) after repair ("**Door-to-Door Service**"). The charges for any such courier services will not be deducted from your Maximum Maintenance Balance. For the avoidance of doubt, the Door-to-Door Service is only available if the failed / defective Product is a tablet or notebook computer and is not available in relation to any replacement of the failed / defective Product. The Door-to-Door Service shall only be available during the Term of the Services.
14. The use of the Door-to-Door Service under the Contract will be at your own risk. We will not be liable for any loss or damage to the Product or the replacement product, any person, entity and/or any property which may arise or incur in connection with the Door-to-Door Service, including but not limited to any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss, including but not limited to any loss of use incurred.

Part II – General Provisions

15. In the event when processing your Application that we find that your Application contains any missing or incorrectly entered information or charges, then our representative will contact you as soon as practicable to rectify such discrepancy and we will resume processing your Application when such discrepancy has been rectified. Should there be any circumstances which may affect our approval of your Application, we will contact you accordingly, otherwise, your Contract for the Services shall deem to form at the time when your Application is approved by us.
16. All payments made by you in relation to the Services are not refundable, unless otherwise provided in the Contract.
17. Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire, water, typhoon and/or other natural disaster). In these cases, we regret to advise that we do not accept responsibility for the delay or otherwise not providing you with the services in accordance with the Contract. We or you may choose to end the Contract immediately if such event lasts for a continuous period of 30 days or more.
18. You agree to fully indemnify and hold us, our Affiliates (being any of our holding companies, any of our subsidiaries or any subsidiaries of any such holding companies) and any of their respective employees, representatives, agents and subcontractors harmless from and against any and all their respective claims, suits, actions, proceedings, demands, liability, losses, damages, costs, expenses and charges, including without limitation legal and accounting fees, that we, our Affiliates and/or any of their respective employees, representatives, agents and subcontractors may suffer or incur as a result of, or relating to (a) any breach of any of your obligations under the Contract; and/or (b) any of your wilful, unlawful or negligent act or omission.
19. To the extent permitted by law, we, our Affiliates and any of their respective employees, representatives, agents and subcontractors shall not be subject to any liability or responsibility whatsoever and we, our Affiliates and any of their respective employees, representatives, agents and subcontractors will not accept any liability whatsoever for any indirect, incidental or consequential cost, claim, damage, corruption of data, loss (including but not limited to loss of profits, revenue, goodwill, bargain, opportunity, or anticipated savings or earnings or any other loss) in connection with your purchase or use of the Services, whether based on warranty, contract, tort, negligence, breach of statutory duty or any other legal theory, and whether or not we, our Affiliates and/or any of their respective employees, representatives, agents and subcontractors is/are or should be aware of or has been advised of the possibility of such damage or loss beforehand.
20. To the extent permitted by law, the aggregate liability arising under or in connection with the Contract of us, our Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any event exceed the aggregate charges payable by you under the Contract.
21. The Services are personal to you and may not be assigned, novate or transfer to any party. However, we may at any time assign, novate, sub-contract, transfer or otherwise dispose of any or all of its rights, interests, duties and/or obligations under the Contract to any of our Affiliates or third parties and/or appoint any of our Affiliates or any third parties to perform any or all of our duties and/or obligations, or exercise any or all of our rights and/or interests, under the Contract.
22. If any provisions of the Contract shall be construed to be illegal or invalid, it or they shall not affect the legality, validity and enforceability of the other provisions of the Contract. The illegal or invalid provision shall be deleted from the Contract and no longer incorporated as a term of the Contract but all other provisions of the Contract shall continue.
23. In case of any disputes in relation to the provisions of the Contract, our decision shall be final, binding and conclusive. In case of inconsistencies between the English and Chinese versions of the Contract, the English version shall prevail.
24. The terms and conditions of the Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

HKT Smart Warranty Hotline:	2888 3238	Office Hours:	Monday to Friday:	0900 to 1800
			Saturday:	0900 to 1300
			Sunday and Public Holiday:	Closed
HKT Consumer Service Hotline:	1000	Office Hours:	24 hours, 7 days a week	
www.HKT.com				

SECTION B PERSONAL INFORMATION COLLECTION STATEMENT

The personal data and information ("**Data**") so provided under your Contract is collected, used and retained by Hong Kong Telecommunications (HKT) Limited ("**HKT**") in accordance with the requirements in the Personal Data (Privacy) Ordinance and the Privacy Policy Statement (which can be viewed at <http://www.hkt.com/legal/privacy.html>) which also governs, together with the applicable terms and conditions of the Services in your service application process, how the Data is used and to whom it is disclosed. For the purpose of processing of your Contract and provision of the Services and managing the service account, you agree that the Personal Data provided by you to us may be used and retained by us for the following purposes and for other purposes as may be agreed between you and us or required by law from time to time:

- (a) providing the Services;

- (b) processing of any benefits arising out of or in connection with the Services;
- (c) providing you with regular communications from us with details of the Services and their benefits;
- (d) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (e) prevention or detection of crime; and/or
- (f) disclosure as required by law.

You further agree that we may disclose and transfer (whether in Hong Kong or abroad) to our agents, contractors or any telecommunications operators under a duty of confidentiality to us, any third party collection agencies, any credit reference agencies, any security agencies, any credit providers, banks or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you, to use, disclose, hold, process, retain or transfer such Personal Data for the purposes mentioned above.

Subject to your right indicated in your Application or during your service application process, all the Data, including your contact information, service number and service account number, may be used in sending to you notice of gifts, discounts, privileged offers, benefits and any other promotions related either to the Services or to other kinds of goods and services, including telecommunications network services, computer peripheral, accessories and software, secretarial services, personal assistance services, information services and the latest offers on various kinds of products or services, including gaming, sports, music, beauty products, electronics, technology, e-commerce, cloud services, mobile payment, travelling, banking, investment, entertainment, transportation, household, fashion, food and beverages, alcohol and tobacco, insurance, education, health and wellness, social networking, media and high-end consumer products and services. Request for accessing or correction of personal data or any enquiry about using data for marketing activities can be made in writing to the Privacy Compliance Officer (PO Box 9896, GPO, Hong Kong).

SECTION C CUSTOMER'S AGREEMENT

You, being the Customer named in your Application, apply to HKT for the purchase of the Services as indicated in your Application. By applying for the Services, you are deemed to agree to be bound by all the provisions of the Services, including all provisions set out in your Application, these Terms & Conditions and HKT's Privacy Policy Statement (which can be viewed at <http://www.hkt.com/legal/privacy.html>). You agree to pay for all the charges in connection with your application and purchase of the Services. You are deemed to authorise and instruct FWD General Insurance Company Limited to access on your behalf your relevant service accounts supported by the HKT Group and/or the PCCW Group (including name, contact telephone number, service plan code, plan details and invoice number, product model, purchase date and price, and other necessary information) to complete the registration and manage the Services (without consenting to receive promotional materials from FWD General Insurance Company Limited). To be eligible for the Services, you acknowledge that have attained the age of 18 and that all information provided by you is up-to-date, complete, true and correct.