

Terms and Conditions of Removal Service

- (1) You may request for a free removal service (the “**Removal Service**”) for the same type and quantity of unwanted item of the regulated electrical equipment (the “**REE**”) as listed below, if you purchase any of the following REE under the Producer Eco-Responsibility Ordinance (Chapter 603 of the Laws of Hong Kong):

a	Air Conditioner:	Including single package type and split type air conditioners, air-cooled or air heated (or both), with a rated cooling capacity not exceeding 7.5 kilowatts (3HP)
b	Washing Machine:	With a rated washing capacity not exceeding 10kg
c	Refrigerator:	With a total storage volume not exceeding 500 liters
d	Television:	The size of its display screen not exceeding 100 inches (measured diagonally)
e	Computer:	Generally including personal computer, desktop computer, tablet computer, laptop computer and notebook computer
f	Printer:	Not exceeding 30 kg in weight; one that can also be used as a photocopier, facsimile transmitter or scanner is also regarded as a printer
g	Scanner:	Not exceeding 30kg
h	Monitor:	Not having the function of storing electronic data or computing, the size of the display screen is not smaller than 5.5 inches (measured diagonally) but not exceeding 100 inches (measured diagonally)

- (2) The Removal Service will be arranged by Hong Kong Telecommunications (HKT) Limited (“**HKT**”) upon your request and provided by the collector and/ or recycler authorized by HKT, subject to the policy of such collector and/or recycler. References to “**we**”, “**us**” and “**our**” are references to HKT and/ or its affiliates (being the HKT Limited and its subsidiaries) (“**Affiliates**”).
- (3) The Removal Service is only applicable to premises in Hong Kong.
- (4) If you choose the Removal Service or an upgraded removal service upon you purchase of REE, any request for change of date, time and /or premises for removal of the unwanted item of REE must be provided with not less than two (2) working days’ notice to us. Such request can only be made once only. If you choose an upgraded removal service, you will be charged for a fee for the upgraded removal service. For details, please contact our sale representatives.
- (5) You have an option to choose whether or not you require for the Removal Service within three (3) days after the date of payment of the REE you purchased from us. You can request for a change of choice once only by contacting us within such 3-day period.
- (6) You will, as soon as possible, inform us of any change of address or any other particulars provided to us which may affect our arrangement of this Removal Service to you.
- (7) All unwanted item of REE at your premises will be removed on the agreed date and time. It will not be returned after removal.

- (8) The unwanted item of REE must stand-alone and be free from other connections or obstacles.
- (9) The collector and/or recycler may, at its sole discretion, refuse to remove the unwanted item of REE for any reason whatsoever, including but not limited to hygiene issues (e.g. rancid foods, presence of cockroaches and ants etc.).
- (10) No Removal Service will be provided on Sundays and public holidays. In the event of a Black Rainstorm Warning / Tropical Cyclone Warning Signal No. 8 or above, the Removal Service will be suspended and rescheduled to a date and time agreed between you and the collector and/or recycler.
- (11) Your use of Removal Service is at your own risk. We and our agent shall not be liable to for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control, including, without limitation, accident, weather conditions and traffic conditions.
- (12) Except in the case of our gross negligence or willful misconduct, we and our agents will have no liability for any damage to, or loss of any of your property while we are engaged in removing the REE from any cause whatsoever.
- (13) Except as expressly provided in this terms and conditions, we disclaim any representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions, or other terms of fitness for a particular purpose or reasonable care and skill.
- (14) Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with the Removal Service:
 - (i) consequential, indirect or special loss or damage;
 - (ii) any loss of goodwill or reputation;
 - (iii) loss of data; and/or
 - (iv) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred.
- (15) To the extent permissible by law, we will not pay you more than the fees payable for the upgraded removal service in compensation for all our liabilities under these terms and conditions for this Removal Service.
- (16) You will indemnify, hold harmless, and defend us, our agents and employees, from all claims, suits, demands, actions, proceedings or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with the Removal Service of the REE, other than claims based upon the gross negligence or willful misconduct of us, our agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any REE.
- (17) Save for HKT's Affiliates, no other person who is not a party to these terms and conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce and/or benefit any of these terms and conditions.
- (18) We may amend, edit, or make any changes to these terms and conditions at any time without prior notice.
- (19) In case of any dispute, our decisions are final.

(20) These terms and conditions are governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China.

Personal Information Collection Statement

The personal data and other information (collectively, "**Data**") that you provided as a result of or in connection with this Removal Service are collected, used and retained by the relevant service provider(s) of this Removal Service, being one or more of the members of the Group (being, HKT Limited and PCCW Limited and their respective subsidiaries, affiliates and associated companies), including but not limited to Hong Kong Telecommunications (HKT) Limited, CSL Mobile Limited, PCCW Media Limited, MOOV (Hong Kong) Limited, PCCW OTT (Hong Kong) Limited, eSmarthealth Limited, HKT Education Limited, Club HKT Limited, HKT CSP Limited, HKT Payment Limited, HKT Financial (IA) Services Limited and Club Services (HKT) Limited (as the case maybe), in accordance with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), other applicable laws, rules and regulations relating to data privacy and the Privacy Statement of the HKT Group (www.hkt.com/legal/privacy.html) and that of the PCCW Group (www.pccw.com/legal/privacy.html) (collectively, the "**Privacy Statement**"). The applicable terms and conditions of the Removal Service, the Privacy Statement, and this Personal Information Collection Statement all apply to and govern our collection, use and disclosure of your Data.

Your Data is collected, may be used or maintained by and/or disclosed, at all times to the extent permitted under applicable laws, rules, regulations and licence requirements, to affiliates and/or related companies of the Group, their respective agents (including debt collection agent) and business partners, and/or applicable regulatory bodies or governmental authorities for purposes in connection with the Services, including without limitation processing your application, providing the Removal Service to you, enabling your access and retrieval of account information in relation to the Removal Service, and complying with applicable laws, rules, regulations and licence requirements.

Please note that in the event you do not provide the Data marked with asterisks we may not be able to provide you with the Removal Service.

Data not marked with asterisks is provided by you on a voluntary basis. In the event you choose not to provide such Data, your user experience may be affected if the requested Data is used to enhance or personalise the Removal Service offered or provided to you.

Where cookies are used to collect Data about visitors: Our websites and apps use cookies or similar tracking tools on your machine or device in order for us to, for example, personalise your user experience and/or maintain your identity across multiple webpages and/or Internet sessions. Our websites and apps are initially set up to accept cookies. You can opt-out of or delete historical cookies by changing the settings on your web or mobile browsers; however, if you do so, you may find that certain features on our websites and/or our apps do not work properly.

You are entitled to access, correct or enquire about the Data held by us about you. If you wish to access, correct or enquire about any Data held by us about you, you can do so by writing to the HKT Group's Privacy Compliance Officer (GPO Box 9896 or via email to: privacy@pccw.com) or the PCCW Group's Privacy Compliance Officer (GPO Box 9872 or via email to: privacy@pccw.com).

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除舊服務的條款及細則

- (1) 若你購買以下列明之任何《產品環保責任條例》（香港法例第 603 章）所指定的受管制電器（「**受管制電器**」），均可要求我們免費移走相同類別及數量的擬丟棄的受管制電器（「**本除舊服務**」）：

a	空調機：	包括獨立式及分體式空調機、屬氣冷式或氣暖式（或兩者），其額定製冷量不超過 7.5 千瓦（即 3 匹）
b	洗衣機：	其額定洗衣量不超過 10 公斤
c	電冰箱：	其總容積不超過 500 升
d	電視機：	其顯示屏幕的尺寸不超過 100 吋（以對角斜角量度）
e	電腦：	一般包括個人電腦、桌上電腦、平板電腦、手提電腦及筆記簿電腦
f	列印機：	其重量不超過 30 公斤；如同時用作影印機、圖文傳真機或掃描器，仍視作列印機
g	掃描器：	其重量不超過 30 公斤
h	顯示器：	不具備儲存電子數據或運算的功能；其顯示屏幕的尺寸為 5.5 吋至 100 吋內（以對角斜角量度）

- (2) 一經你要求，本除舊服務將由 Hong Kong Telecommunications (HKT) Limited（「**HKT**」）安排，並由 HKT 授權的收集商及／或回收商根據其各自政策提供。凡提述「**我們**」及「**我們的**」之處均為提述 HKT 及／或其聯屬公司（為香港電訊有限公司及其附屬公司）（「**聯屬公司**」）。
- (3) 本除舊服務僅適用於香港處所。
- (4) 如你於購買受管制電器時選取本除舊服務或升級除舊服務，任何要求更改移走受管制電器的日期、時間及／或地點，請於至少兩 (2) 個工作日內通知我們。該要求僅可提出一次。若你選擇升級除舊服務，你將會被收取升級除舊服務的費用，詳情請向我們的銷售員查詢。
- (5) 若你選擇考慮是否需要除舊服務，可於本公司購買受管制電器後三 (3) 日內聯絡我們，要求更改選項一次。
- (6) 若向本公司提供的地址或任何其他詳情有任何變動，可能影響本公司為你安排本除舊服務，你應盡快通知本公司。
- (7) 你的處所內擬丟棄的所有受管制電器將在議定的日期及時間被移走。一經移走，恕不退回。
- (8) 擬丟棄的受管制電器必須獨立放置，脫離任何連接或有障礙的存放位置。
- (9) 收集商及／或回收商可全權酌情決定因任何原因拒絕移走擬丟棄的受管制電器，包括但不限於衛生問題（例如：有餿汁殘渣、蟑螂及螞蟥等）。
- (10) 星期日及公眾假期不設本除舊服務。若遇上黑色暴雨警告／八號或以上熱帶氣旋警告信號，本除舊服務將會暫停，並由你與收集商及／或回收商另行議定除舊的日期和時間安排。

- (11) 你須自行承擔使用本除舊服務的風險。如因超出本公司合理控制範圍的原因（包括但不限於意外事故、天氣情況及交通情況）導致任何延遲或無法履行任何義務，本公司及本公司的代理概不承擔任何責任。
- (12) 除本公司嚴重疏忽或故意不當行為外，在安排移走受管制電器時因任何原因導致你的財產遭受任何損害或損失，本公司及本公司的代理概不承擔任何責任。
- (13) 除非本條款及細則明確規定，本公司概不作出法規（以附帶或其他方式）明示或默示的任何聲明、保證、條件或其他條款，包括但不限於是否適合特定目的或採取合理謹慎及技能方面的默示保證、條件或其他條款。
- (14) 除下文另有規定外，就本除舊服務而言，本公司對以下各項概不負責且不承擔合約、侵權（包括但不限於疏忽）或與本除舊服務有關而引起的其他方面的任何責任：
- (i) 相應而生的、間接或特別損失或損害；
 - (ii) 商譽或聲譽的任何損失；
 - (iii) 數據丟失；及／或
 - (iv) 任何經濟損失（包括但不限於收入、利潤、合約、業務或預期的節省），而在各種情況下，即使本公司已被告知可能出現相關損失或損害亦然，且不論其如何招致。
- (15) 在法律允許的範圍內，本公司不會就本除舊服務的條款及細則下本公司的所有義務，向你支付超出升級除舊服務應付費用的任何金額作為賠償。
- (16) 就其他人提出或作出的由受管制電器本除舊服務引致或在任何方面與之相關的所有申索、控訴、要求、訴訟、法律程序或訴訟因由（不論任何種類），你將對本公司、本公司的代理及員工作出彌償、使之免受損害並為之抗辯，但不包括因本公司、本公司的代理或員工的嚴重疏忽或故意不當行為所致的申索。此彌償義務特別延伸至任何政府機構就任何受管制電器作出或提起的任何訴訟、命令、處罰或強制程序。
- (17) 除 HKT 的聯屬公司外，非本條款及細則締約方的其他人概不享有《合約（第三者權利）條例》（香港法例第 623 章）下的任何權利，以強制執行本條款及細則及／或從中獲益。
- (18) 本公司可隨時修訂、編輯或更改本條款及細則，恕不提前通知。
- (19) 若有任何爭議，本公司保留最終決定權。
- (20) 本條款及細則受中華人民共和國香港特別行政區法律管轄。

個人資料收集聲明

閣下就本除舊服務或與其有關而提供的個人資料和其他資料（統稱「資料」）是由本集團（即香港電訊有限公司和電訊盈科有限公司以及其各自的附屬公司、聯營公司和關聯公司）一家或多家成員公司，包括但不限於Hong Kong Telecommunications (HKT) Limited、香港移動通訊有限公司、電訊盈科媒體有限公司、Moov (Hong Kong) Limited、PCCW OTT (Hong Kong) Limited、e體健有限公司、HKT Education Limited、Club HKT Limited、HKT CSP Limited、HKT Payment Limited、HKT Financial (IA) Services Limited及Club Services (HKT) Limited（視情況而定），根據香港法例第486章《個人資料（私隱）條例》、與資料私隱相關的其他適用法律、規則及規例以及香港電訊集團及電訊盈科集團各自的《私隱聲明》（分別載於www.hkt.com/legal/privacy.html及www.pccw.com/legal/privacy.html）（統稱「《私隱聲明》」）的規定所收集、使用及保留。本除舊

服務的適用條款及細則、《私隱聲明》及此個人資料收集聲明均適用於及監管我們對閣下資料之收集、使用和披露。

所收集有關閣下的資料可能由本集團聯營公司及／或關連公司、其各自的代理（包括債務追收代理）和業務合作夥伴及／或適用監管機構或政府機關使用或保存及／或向其披露（任何時候均在適用法律、規則、規例及牌照規定容許的範圍內），以處理有關本除舊服務的事項，包括但不限於處理閣下的申請、向閣下提供本除舊服務、使閣下能接入及檢索有關本除舊服務的帳戶資料，及履行適用法律、規定、規例及牌照規定。

請注意，如閣下不提供註明 (*) 號的資料，我們可能無法為閣下提供本除舊服務。

無註明 (*) 號的資料是由閣下自願提供。如閣下選擇不提供該等資料，而所要求提供的資料是用於提升本除舊服務或向閣下提供個人化的本服務，則閣下在使用本除舊服務時的體驗或會因此而受到影響。

如使用「曲奇」（cookies）收集有關訪客的資料：我們的網站和應用程式會在閣下的電腦或裝置中使用「曲奇」或類似的追蹤工具，以便我們（例如）為閣下提供個人化的服務及／或於閣下瀏覽不同網頁及／或互聯網期間進行身份識別。我們的網站和應用程式在最初會設定為接受「曲奇」。閣下可以透過更改閣下網頁或手機瀏覽器的設定選擇拒絕或刪除「曲奇」的歷史記錄；但是，閣下在更改有關設定後，可能無法如常使用我們網站及／或應用程式的某些功能。

閣下亦有權查閱、修正或查詢我們所持有有關閣下的資料。如閣下有意查閱、修正或查詢我們所持有有關閣下的資料，請以書面方式致函以下地址：香港電訊集團私隱條例事務主任（香港郵政總局信箱 9896 號或電郵至：privacy@pccw.com）或電訊盈科集團私隱條例事務主任（香港郵政總局信箱 9872 號或電郵至：privacy@pccw.com）。

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