



會員可填妥表格並經電郵 (motorclub@dch.com.hk) 、傳真 (2753 6600) 或郵寄至九龍灣啓祥道二十號大昌行集團大廈九樓香港車主會收  
Members can fill in the form and send to Hong Kong Motor Club by email (motorclub@dch.com.hk) , by fax (2753 6600) or  
by post to Hong Kong Motor Club , 9/F , DCH Building , 20 Kai Cheung Road , Kowloon Bay

## Esso Discount Card Terms & Conditions

The use of the Discount Card (the “Card”) issued by ExxonMobil Hong Kong Limited (“EMHK”) is subject to the following terms and conditions (the “Terms and Conditions”). By using the Card, you are deemed to agree to be bound by these Terms and Conditions.

1. The Card is, and will be at all times, the property of EMHK.
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 EMHK from time to time (“Service Stations”) at a discount from the prices of the Products shown at the Service Stations from time to time (the “Discount Card Programme”). EMHK shall not, under any circumstance 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 EMHK 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 valid vehicle license to EMHK 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, EMHK may, at its sole discretion, offer to the Customer from time to time a discount for such purchases on such terms as EMHK deems fit and EMHK reserves the right to revise or cancel such 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 EMHK 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, EMHK may verify the vehicle number when the Card is presented to the attendant at the Service Stations. EMHK 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 requests. 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 case 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. EMHK reserves the right to impose on the Customer a fee EMHK may determine for the issuance of a replacement card as a result of the Card having been lost or stolen.
12. EMHK may collect personal data and information from the Customer. The personal data and information collected by EMHK 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. EMHK may at its discretion and without giving any reason therefor 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 EMHK.
14. The Customer may terminate the use of the Card at any time by returning the Card to EMHK. Returned Card shall be cut in two.
15. The Customer shall notify EMHK promptly in writing of any change in the Customer's contact details.
16. EMHK 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 EMHK to the Customer if it is posted to the latest address of the Customer held by EMHK 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 EMHK immediately.
17. EMHK reserves the right not to accept the Card if the Customer commits a breach of any of the terms stated in these Terms and Conditions and/or if there is a breach of the Discount Card Agreement (if applicable). Under no circumstance shall EMHK be responsible for any loss if the Card is not honoured for any reason whatsoever.
18. EMHK 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, EMHK's appointed agents, contractors and/or suppliers including without limitation, any refusal to honour or accept the Card. Any dispute or claim the Customer may have with or against any of the operators of the Service Stations, EMHK'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.
20. Without limiting any other provisions of these Terms and Conditions, EMHK 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 EMHK.
21. These Terms and Conditions shall enure for the benefit of EMHK and its successors and assigns and shall be binding upon the Customer and its successors and personal representatives.
22. EMHK 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.
23. All the rights, interests and powers of EMHK hereunder shall remain in force notwithstanding any neglect, forbearance, partial exercising, or delay in the enforcement or exercising thereof and EMHK 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.
24. 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.
25. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

## Esso折扣咭條款及條件

埃克森美孚香港有限公司（「埃克森美孚香港」）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，折扣咭均屬埃克森美孚香港所有。
2. 獲發折扣咭及/或持有已列印車牌號碼折扣咭之人士或實體（「客戶」），有權按下文第5段的規定，在埃克森美孚香港不時指定之加油站（「加油站」）購買所銷售之指定石油產品（「產品」）時，按加油站不時顯示的產品價格享有折扣（「折扣咭計劃」）。在任何情況下，埃克森美孚香港均毋須以任何方式確保產品之供應量充足或提供產品或因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. 按照埃克森美孚香港與客戶及/或現在或曾是該人士或實體之顧客、會員、主管人員或僱員並按此獲發折扣咭之客戶及/或提供客戶車牌號碼和有效行車證副本予埃克森美孚香港用作簽發折扣咭的人士或實體之間不時書面同意的折扣率和條款（「折扣咭協議」），客戶於加油站購買產品可享有適用折扣。在沒有折扣咭協議或折扣咭協議已過期或終止的情況下，埃克森美孚香港可根據其酌情權，按其認為適當的條款不時向客戶提供購買折扣，埃克森美孚香港並保留權利可隨時更改或取消任何折扣而毋須知會客戶。倘若適用折扣咭協議的條款與本條款及條件有任何歧異，一概以折扣咭協議所載條款為準。
6. 客戶確認，若折扣咭上未列印車牌號碼，則向加油站之服務人員出示折扣咭之任何人士均可使用該咭，且埃克森美孚香港沒有義務核實使用者身份。
7. 客戶確認，若折扣咭上已列印車牌號碼，埃克森美孚香港可在加油站之服務人員獲出示折扣咭時，核實車牌號碼。倘若在加油站出示折扣咭時，折扣咭上列印的車牌號碼與車輛的車牌號碼不符，埃克森美孚香港有權拒絕接受該折扣咭。
8. 客戶僅可在加油站使用折扣咭。任何時候，若客戶擬購買產品及享有折扣，均應向加油站之服務人員出示折扣咭。服務人員會將折扣咭及若客戶要求當時所購產品之收據交還客戶。除非客戶在離開加油站之前提出異議，否則應視為客戶已認可收據上所列之資料屬正確。若客戶未索取收據，應自動視為客戶已認可交易資料屬正確。
9. 客戶必須以現金或信用咭結賬，折扣咭不能與其他優惠同時使用。
10. 若折扣咭遺失或被竊，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被竊而須補辦折扣咭，埃克森美孚香港保留向客戶收取其釐定之費用之權利。
12. 埃克森美孚香港可收集持咭人之個人資料。埃克森美孚香港將按照個人資料（私隱）條例（第486章）的規定和印在背頁上的收集個人資料聲明使用其收集到的個人資料。收集個人資料聲明構成本條款及條件之一部份。
13. 埃克森美孚香港可根據其酌情權及毋須給予任何理由，隨時透過在加油站張貼通知或向客戶發送書面通知及/或按照折扣咭協議之條款（如適用）之其他渠道，取消折扣咭之使用及/或終止折扣咭計劃。在此情況發生後，客戶應立刻將折扣咭退還埃克森美孚香港。
14. 客戶可隨時透過向埃克森美孚香港退還折扣咭，以終止折扣咭之使用。退還的折扣咭應剪為兩截。
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森美孚香港。
16. 埃克森美孚香港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。若通知是寄至埃克森美孚香港保存的客戶的最新地址或張貼在油站內，即視為埃克森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之生效日期後使用折扣咭，即構成接受該等更改。如客戶不接受提出之更改，必須立即將其折扣咭退還埃克森美孚香港。
17. 若客戶違反本條款及條件所規定之任何條款及/或折扣咭協議被違反（若適用），埃克森美孚香港保留不接受折扣咭之權利。如折扣咭因任何原因不獲接受，埃克森美孚香港毋須在任何情況下就此而引致之任何損失負責。
18. 埃克森美孚香港對於任何由於加油站的經營商、埃克森美孚香港的指定代理、承包商及/或供應商的任何行動或遺漏的行動（包括但不限於拒絕承認或接受任何折扣咭）而導致客戶的任何損失或損害，毋須承擔任何責任。客戶如與或對任何加油站的經營商、埃克森美孚香港的指定代理、承包商或供應商產生任何爭議或申索，該等爭議或申索概不影響客戶在本條款及條件下應承擔的責任。
19. 在法律許可之範圍內，與產品之狀況、適用性、品質、性能或安全有關之所有明示或暗示及根據任何法律、規則或其他規定引致之所有條件及保證均將被明確排除。
20. 在不限制本條款及條件之任何其他條文之情況下，埃克森美孚香港毋須就客戶因延遲或未能補辦折扣咭及/或因任何機器、系統或處理器之故障或失靈、行業爭議、戰爭、天災、系統故障及超出埃克森美孚香港控制範圍之任何事情而遭受之任何損失或損害承擔法律責任。
21. 本條款及條件對埃克森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. 埃克森美孚香港可向客戶發送書面通知但不需獲得客戶同意之情況下，將其在本條款及條件下之所有或任何部份之權利及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義務轉讓予其繼承人或受讓人。
23. 儘管有任何疏忽、不行使、局部行使或延誤執行或行使的情況，埃克森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，埃克森美孚香港不應被視為撤銷或放棄其任何權利或本條款及條件下之任何規定或發出之任何通知，除非該撤銷以書面作出。
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例所管轄，並按其詮釋。

更新：2021年10月

Update: October, 2021

香港車主會會員熱線 Hong Kong Motor Club Member Hotline：2216 8268