

FWD MAX Travel Shop -- 條款及細則	FWD MAX Travel Shop -- Terms and Conditions
<p><b>1. FWD MAX Travel Shop 網站</b></p> <p>FWD MAX Travel Shop 網站 (「本網站」) 是由 Hutchison Travel Limited (「和記旅遊」) 營運。閣下對本網站的使用受以下使用條款 (「條款及細則」) 及生活易之條款及細則規範。</p> <p>閣下使用本網站前，請細心詳閱以下條款及細則。如閣下使用及/或取閱本網站或本網站的任何部分，即代表閣下已閱讀本條款及細則並同意接受其約束。富衛或會按其全權酌情權不時更改本條款及細則而無須事先通知。閣下確認已閱讀、理解並同意本網站的私隱政策及免責聲明 (經不時修訂)。</p> <p>有關和記旅遊之條款及細則，請細心詳閱 <a href="https://www.hutchgo.com.hk/en/company/terms-and-conditions">https://www.hutchgo.com.hk/en/company/terms-and-conditions</a>，如有任何疑問，請透過 <a href="mailto:customerservice@hutchgo.com.hk">customerservice@hutchgo.com.hk</a> 與和記旅遊聯絡。</p> <p><b>2. 會員帳戶</b></p> <p>本網站是為符合我們訂立的相關要求並透過 <a href="https://fwdmax.fwd.com.hk">fwdmax.fwd.com.hk</a> 或 FWD MAX 應用程式登記而成為會員 (「會員」) 的公眾人士而設。無論在任何情況下，富衛均可全權決定是否接納任何會員登記。本網站將會為會員開設會員帳戶。</p> <p><b>2.1</b> 閣下承認及同意會員帳戶只適用於本網站，不可在 Hutchgo 上登入。</p> <p><b>2.2</b> 若閣下提供失實、不準確、過時及不完整的任何其他資料或個人識別資料，或富衛有合理理由懷疑該等有關資料失</p>	<p><b>1. FWD MAX Travel Shop Site</b></p> <p>FWD MAX Travel Shop Site (the "Site") is powered and operated by Hutchison Travel Limited ("Hutchgo"). Your use of this Site is governed by these terms of use set out herein ("Terms of Use") and the Terms and Condition of Hutchgo.</p> <p>Please read these Terms of Use carefully before using this Site. By using and/or accessing this Site or any part of it, you agree that you have read these Terms of Use and that you accept and agree to be bound by them. These Terms of Use may be amended by FWD from time to time at its sole discretion without prior notice. You confirm that you have read, understood and agreed with the terms of the Privacy Policy and the Disclaimer of this Site, which may be amended from time to time.</p> <p>For the Terms and Condition from Hutchgo, please read <a href="https://www.hutchgo.com.hk/en/company/terms-and-conditions">https://www.hutchgo.com.hk/en/company/terms-and-conditions</a> carefully, and, in case of any query, please contact Hutchgo at <a href="mailto:customerservice@hutchgo.com.hk">customerservice@hutchgo.com.hk</a>.</p> <p><b>2. User Account</b></p> <p>This Site is open to members of the public who meet the requirements set by us by registering at <a href="https://fwdmax.fwd.com.hk">fwdmax.fwd.com.hk</a> or FWD MAX Application ("Member"). Membership is granted based on the sole discretion of FWD and FWD may refuse the registration. A user account will be created for Members ("User Account") on this Site.</p> <p><b>2.1</b> You acknowledge and agree that User Account is for use on this Site only, and cannot be accessed on Hutchgo.</p> <p><b>2.2</b> If you provide any other information or personally identifiable information that is untrue, inaccurate, not current, or</p>

實、不準確、過時或不完整，富衛有權暫停或終止閣下的會員帳戶，並拒絕閣下使用本網站，包括但不限於任何目前或將來本網站提供的服務（或其任何部份）。

2.3 閣下須自行確保閣下會員帳戶的密碼已獲嚴格保密，以防止任何未經授權的使用，並須定期更新密碼。如閣下合理地懷疑閣下的會員帳戶曾被未經授權登入或使用及/或其會員帳戶密碼曾被未經授權披露，閣下須即時更改閣下的會員帳戶密碼並通知我們。

2.4 閣下的登入名稱及密碼是我們辨認閣下身份的方法。閣下同意就任何人士於或通過閣下會員帳戶進行的所有活動負責，並允許我們假設任何通過閣下的會員帳戶使用本網站的都是閣下本人、經授權代替閣下使用或經閣下授權使用的。閣下同意就每一項在閣下會員帳戶下進行的訂購付款，並同意就任何由於任何人士使用閣下會員帳戶或與之相關的行為(不論是否獲閣下授權)而導致任何第三方提出或產生的申索、損失及損害，向富衛作出彌償。閣下須負責保管閣下向富衛提供的會員帳戶及登記資料，包括閣下信用卡或支付帳戶的資料等。閣下的記錄如有任何變更或閣下信用卡或支付帳戶如發生任何損失、盜竊或未經授權使用，閣下須負責自行通知閣下的銀行或相關的支付工具營運商。

2.5 我們保留權利在無須作出事先通知的情況下，進入閣下的會員帳戶，或觀察及記錄閣下進入及使用本網站的情況，以確定閣下是否遵守本條款及細則。

### 3. 產品/服務展示

incomplete, or FWD has reasonable grounds to suspect that such is untrue, inaccurate, not current or incomplete, FWD has the right to suspend or terminate your User Account and refuse your use of this Site, including but not limited to any and all the services provided on this Site currently or in future (or any portion thereof).

2.3 You shall ensure that your password to your User Account is kept strictly confidential to prevent unauthorized use, and shall regularly update your password. You shall immediately change your User Account password and notify us if you reasonably suspect that there has been any unauthorized access to or use of your User Account and/or disclosure of your User Account password.

2.4 Your login name and password are the means by which we identify you. You agree that you are responsible for all activities carried out on or through your User Account, and you authorize us to assume that any person using this Site with your User Account is either you or is authorized to act for you or by you to do so. You agree to pay for every order made under your User Account and agree to indemnify FWD for all claims, losses and damages whatsoever made by any third party arising from or in connection with the use of your User Account (whether or not authorized by you). You shall be responsible for safeguarding your User Account and registration information including your credit card or payment account details etc., provided to FWD. You shall be responsible for notifying the bank or the relevant operator of the payment facility of any changes to your records, or loss, theft or unauthorized use of your credit card or payment account.

2.5 We reserve the rights, without prior notice, to access your User Account or to observe and record your access to and use of this Site to determine if you are complying with these Terms of Use.

<p>3.1 本網站由和記旅遊營運，富衛沒有就本網站資料的準確性、可用性、適用性、可應用性或完整性作出任何保證、陳述或承諾。</p> <p>3.2 在本網站上展示的服務及價格僅供參考，以實際交易時的更改或變更為準。</p> <p>3.3 富衛將因應每一服務的供應庫存量或供應量設定、調整或限制每個會員帳戶(包括註冊電郵及/或登記電話)單日訂單(包括訂單數目、產品/服務數量及/或訂單總額)之最高上限。所有訂購均須經富衛按其全權酌情決定作出的接納並須視存貨供應情況及相關優惠條款及細則之規定，方可作實。</p> <p>3.4 我們會盡力滿足閣下透過本網站提出的訂購，但倘若我們基於任何理由拒絕或未能滿足任何訂購，我們無須向任何人士承擔責任。</p> <p>3.5 我們並不是產品的供應商。因此，假如產品牽涉任何侵權、盜用或侵犯他人權利(包括但不限於知識產權)的行為，我們概不負責。</p> <p><b>4. 第三方供應商產品/服務</b></p> <p>4.1 本網站上的所有服務均由和記旅遊或第三方供應商(「供應商」)提供。和記旅遊或第三方供應商可以隨時撤回或更改服務，而無須事先通知。</p> <p>4.2 閣下或須就本網站上提供的某些服務直接與供應商溝通或約定，富衛不會參與閣下與供應商進行的任何溝通、約定、交易或商議。訂購服務時，閣下應明白閣下須為選擇透過本網站與供應商進行任何溝通、約定、交易或商議之各方面</p>	<p><b>3. Product / Service Listing</b></p> <p>3.1 The Site is powered and operated by Hutchgo. FWD provide no warranties, representations, or undertakings as to the accuracy, availability, suitability, applicability, or completeness of any information on this Site.</p> <p>3.2 Services and prices displayed on this Site are for reference only and are subject to alteration or modification as at the time of actual transaction.</p> <p>3.3 FWD will set, adjust or limit the maximum daily order limit (including the number of orders, the number of services and/or the total amount of orders) per User Account (including registered emails and/or registered phone numbers) based on the inventory or availability of each service. All orders are subject to acceptance by FWD at its sole discretion and are subject to stock availability and the terms and conditions of the relevant offer.</p> <p>3.4 We shall endeavour to fulfil orders placed by you through this Site, but shall not be liable to any person if we shall decline or become unable to fulfil an order for whatever reason.</p> <p>3.5 We are not the supplier of the products. As such, we shall not be responsible or liable for any infringement, misappropriation or violation of other person's rights, including but limited to intellectual property rights, in relation to the product(s).</p> <p><b>4. A Third Party Supplier of Services</b></p> <p>4.1 All services available for purchase / redemption on this Site may be provided by Hutchgo or a third party supplier ("Supplier"). Such services may be withdrawn or varied at any time without prior notice.</p>
---	---

負上全部責任，包括但不限於解決因任何該等溝通、約定、交易或商議而可能引起的任何性質的糾紛、衝突或索賠。

## 5. 服務條款及細則

5.1 閣下於本網站購物後將會收到由本網站寄出的確認通知電郵，轉賬成功後，購物紀錄便會儲存於閣下在本網站的會員帳戶內。閣下可於該服務兌換限期前，依據服務的指示兌換服務。

5.2 閣下授權我們即時從閣下所提供的信用卡帳戶或任何其他支付帳戶中扣除所有到期及應付的費用及收費，及/或從閣下的 FWD MAX 帳戶中扣除或轉移相關的 MAX 積分，並同意我們無須給予額外的通知或取得額外的同意。

5.3 就使用信用卡帳戶及/或任何其他支付帳戶作出支付時，令閣下產生或承受的任何損失，閣下同意並接受閣下為此單獨承擔責任，且在任何情況下，我們不會就該等損失（不論是全部或是部份）承擔任何責任。

除特別聲明外，本網站提供的所有服務均受以下條款及細則規限：

- i. 服務需於指定有效期內享用/兌換;
- ii. 服務不能兌換現金、MAX Point 及找贖;
- iii. 在任何情況下，我們為任何服務的責任將限於根據第 8 條作出退款或換貨; 及
- iv. 富衛將保留更改此條款及細則之權利而毋須作事前通知及保留對此條款及細則之最終解釋權。

4.2 Certain services available on this Site may require you to communicate or deal with a Supplier directly and FWD will not participate in any such communication, dealing, transaction or negotiation which is solely between you and the Supplier. When ordering such services, you should be aware that you are solely responsible (and we cannot be held liable in any way) for all aspects of any communication, dealing, transaction or negotiation in which you choose to participate with a Supplier through the use of this Site, including, without limitation, resolving any disputes, conflicts or claims of any nature which may arise from any such communication, dealing, transaction or negotiation.

## 5. Service Terms and Conditions

5.1 You will receive a confirmation email sent from this Site after the transaction and payment have been successfully completed, all order transactions will be recorded in the User Account you have set up on this Site. You can redeem the purchased service before the expiry date, in accordance with the redemption instructions.

5.2 You authorize us to immediately debit your credit card account or any other payment account provided for all fees and charges due and payable, and/or deduct or transfer the relevant MAX Points from your FWD MAX account and agree that no additional notice or consent is required.

5.3 You agree and accept that you are solely responsible for any losses, incurred or sustained by you, in making payment with credit card and/or any other payment account, and in no event shall any such losses in whole or in part be borne by us.

Unless there is any special declaration, all services available on this Site are provided subject to the following terms and



## 6. 退款

6.1 取消政策各有不同。某些預訂不可撤銷也不可更改。如果您取消預訂，某些訂單會要求您支付罰款。但有部分訂單可全額退還款項。請在預訂時查閱取消政策。只有可取消的訂單可安排退回 MAX 積分。如訂單透過平台網上取消，一般需額外 14 個工作將 MAX 積分退回使用者之帳戶。如有任何更改及取消預訂機票的要求透過客戶服務中心進行取消，機票退款及 MAX 積分處理需要大約 3 到 6 個月退款。若 MAX 積分因取消預訂而過期無法再使用，富衛不負責提醒或延長用戶 MAX 積分有效期限。

6.2 本網站及本網站所有資料及與服務相關資料均以「現狀」形式提供並只供一般參考，我們未有就其準確性或可用性作出任何保證、陳述或承諾，我們亦未有作出保證、陳述或承諾該些資料無誤及/或任何錯誤會被修改。在適用法律及/或法規許可的最大範圍內，富衛未有作出任何本條款及細則未有明確的包括隱含及/或明示的保證、陳述或承諾。在不影響上文的前提下，富衛對於在本網站展示服務所提供的任何意見或資料，概不承擔任何義務或責任；對於任何該等資料的任何不準確或失實陳述亦不負任何責任。

6.3 如有任何爭議，富衛保留最終決定權。

## 7. FWD MAX 積分轉換

conditions:

- i. All services are required to be used/redeemed before the expiry date;
- ii. All services cannot be exchange for cash, MAX Point or other products;
- iii. Our liability to any service, in any event, shall be limited to refund or replacement as set out under Clause 8; and
- iv. FWD reserves its right to amend such terms and conditions without prior notice, and its interpretation on such terms and conditions shall be final.

## 6. Refund

6.1 Cancellation and refund policies vary. Certain reservations or bookings are non-cancellable and non-changeable. Some reservations require you to pay a fee if you cancel but some are fully refundable. Check the cancellation policy when you book. MAX Point can only be refunded if your booking is cancellable. If an order is cancelled through the online platform, it generally takes an additional 14 working days to return the MAX points to the user's account. If there are any changes or requests to cancel the flight booking through the customer service center, the refund for the ticket and MAX points will take approximately 3 to 6 months. If the MAX Points expire and are no longer available due to cancellation, FWD are not responsible for reminding or extending the MAX points' validity to the user.

6.2 This Site and all information on this Site and in relation to the services are provided "as is" and for general reference only. We provide no warranties, representations or undertakings in relation to their accuracy or availability, or that they will be error-free and/or any errors will be fixed. To the fullest extent permitted by applicable law and/or

<p><b>7.1</b> 若會員帳戶有欺詐、濫用或可疑活動跡象，或是由於閣下未能按時支付最低支付額，可能導致積分無法轉換。當轉換積分時，閣下必須在完成交易前接受相關的條款及細則。積分的使用或轉換須受限於本第 9 條的條款及 FWD MAX 的相關條款及細則。</p> <p><b>7.2</b> 積分轉換設有上下限，每項交易積分轉換上限為 10,000 MAX 積分、下限為 500 MAX 積分。</p> <p><b>7.3</b> 富衛有權取消或修改積分轉換的任何或所有部分和/或修改這些條款及細則，恕不事先通知。有關轉換服務引起或與之相關的任何爭議，富衛決定將為最終決定並具有約束力。</p> <p><b>8. 個人資料及資訊</b></p> <p><b>8.1</b> 為了使用本網站、與我們註冊並開立會員帳戶，閣下必須向我們提供在本網站註冊或付款版面中列明為「必須填寫」的個人資料。如果閣下無法或不願意向我們提供在本網站註冊或付款版面中列明為「必須填寫」的完整和正確的個人資料，我們可能無法註冊閣下的會員帳戶或向閣下提供我們的某些服務。</p> <p><b>8.2</b> 閣下明確同意並承認富衛收集的個人資料均按照《個人資料（私隱）條例》（第 486 章）及載於本網站的私隱政策（經不時修訂）管理。</p> <p><b>9. 不可抗力</b></p> <p><b>9.1</b> 倘若由於任何「不可抗力」的原因（包括，但不限於，由於火災、傷亡、意</p>	<p>regulation, FWD shall assume no obligation or liability for any advice or information provided with products/services displayed on this Site and shall not be responsible for any inaccuracy or misstatement of any such information.</p> <p><b>6.3</b> In case of dispute, FWD reserves the right of final decision.</p> <p><b>7. FWD MAX Points Conversion</b></p> <p><b>7.1</b> Points conversion may become unavailable due to fraud, abuse or suspicious activity in your FWD MAX account or due to your failure to make the required minimum payment by the payment due date. When transferring MAX Points, you must accept the relevant terms &amp; conditions before completing the transaction. The use or conversion of MAX Points shall be subject to the terms set out in this Clause 9 and the relevant terms and conditions of FWD MAX.</p> <p><b>7.2</b> Each transaction is subject to a maximum and minimum points conversion amount. The maximum points transfer amount is 10,000 MAX Points per transaction, and the minimum points transfer amount is 500 MAX Points per transaction.</p> <p><b>7.3</b> FWD has the right to cancel or amend any or all parts of the Points Conversion services described herein and/or modify such terms and conditions without prior notice. In case of any dispute arising out of or in connection with the Points Conversion services, the decision of FWD shall be final and binding.</p> <p><b>8. Personal data and information</b></p> <p><b>8.1</b> In order to use this Site or register with us and create a User Account, it is necessary to provide us with the personal data that is</p>
--	--

外、天災、自然災害、流行疾病、任何香港特別行政區政府或其任何機關的法律、命令、宣告、規例、要求或規定、罷工、勞資爭議、勞工短缺或技術工人短缺、產品或原材料短缺或缺乏供應、運輸延誤或任何其他在富衛合理控制範圍以外的理由（不論是否與前述理由相似），導致富衛不能履行其在本條款及細則或本網站下的合理責任（包括，但不限於，訂單的送貨或網購店取服務），富衛在該等妨礙的範圍內無須就此承擔責任。

## 10. 條款及細則的變更

10.1 富衛保留權利，可按其絕對酌情決定，對本條款及細則作出修訂而無需事先向顧客作出通知。閣下應在提交任何訂單前審閱本條款及細則。訂單一經提交或會員帳戶一經開設後，即代表閣下已接納經不時修訂的條款及細則。

## 11. 準據語言

11.1 倘若本條款及細則的中文及英文版本有任何歧義，概以英文版本為準。

## 12. 適用法律

12.1 本條款及細則受香港特別行政區（「香港」）的法律管轄，閣下及富衛同意接受香港法院的司法管轄。

## 13. 一般條款

13.1 假如本條款及細則的任何條文被法庭宣告無效或無法執行，該條文將會與

indicated as “mandatory” on the registration or payment page on this Site. If you are unable or unwilling to provide us with complete and correct personal data that is indicated as “mandatory” on the registration or payment page, we may not be able to register a User Account for you or provide you with some of our services.

8.2 You expressly agree and acknowledge that all personal data collected by FWD shall be managed in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Privacy Policy of this Site, which may be amended from time to time.

## 9. Force Majeure

9.1 FWD shall not be liable for any delay or non-performance of its obligations under the Terms of Use or this Site (including, without limitation, delivery or pick-up of an order), to the extent that such delay or non-performance is due to any circumstances beyond the reasonable control of FWD (which shall include, but not be limited to, fire, casualty, accident, act of God, natural disaster, pandemic, any law, order, proclamation, regulation, demand or requirement of the Government of the Hong Kong Special Administrative Region or of any of its government agencies, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of products or raw materials, delay in transit or other causes whatsoever (whether similar to the foregoing or not) beyond the reasonable control of FWD).

## 10. Variation of Terms of Use

10.1 FWD reserves the right to amend these Terms of Use in its sole discretion and without prior notice to you. You are reminded to review the Terms of Use prior to submitting any order or registering a User

本條款及細則分割。本條款及細則的其他條文將不受此無效或無法執行的條文影響並繼續具有十足效力及作用。

**13.2** 若我們未能或延遲行使在本條款及細則下的任何權利，或未能或延遲就在本條款及細則下的違約行為採取行動，並不表示我們放棄該權利或放棄追究該違約行為。若我們放棄本條款及細則下的任何權利或對違約行為的追究，我們必須以書面形式表明，並且該等放棄僅限於書面所述的特定權利或違約行為。

**13.3** 富衛有絕對酌情權可不時對本條款及細則的任何條文作出修改而毋須事先另行通知閣下。本條款及細則的最新版本載於本網站。

**13.4** 本條款及細則列出了與我們通過本網站向閣下提供服務有關的完整協議，並且取代了雙方之間以前進行的所有談判、代表和協議。

**13.5** 閣下同意遵守有關閣下使用本網站的一切適用法例、法規、條款及規例（「相關法例」），並且知悉互聯網的全球性，明白相關法例可能包括閣下身處的地區以外的司法管轄區的法律。閣下同意須單獨負責遵守相關法例。如閣下未能確定相關法例的範圍，閣下應自行尋求法律意見。

**13.6** 閣下同意如因閣下違反本條款及細則及/或閣下使用本網站，以致富衛及/或富衛的職員、董事、代理及僱員承擔或蒙受任何損失、索償、責任、損害賠償、索求、費用及支出（包括法律費用），閣下會向富衛及/或該等人士作

Account. Once an order is placed or a User Account is registered, you are deemed to have accepted the Terms of Use as amended from time to time.

## **11. Prevailing Language**

**11.1** In the event of any discrepancy in the English and Chinese versions of these Terms of Use, the English version shall prevail.

## **12. Applicable Law**

**12.1** These Terms of Use shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") and you and FWD agree to submit to the exclusive jurisdiction of the Hong Kong courts.

## **13. General**

**13.1** If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, it shall be severed from these Terms of Use and shall not affect the remainder of the Terms of Use which shall continue in full force and effect.

**13.2** A failure or delay by us to exercise any right or to act upon a breach under these Terms of Use will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms of Use must be in writing, and such waiver is limited to the particular right or breach stated in these Terms of Use.

**13.3** We have the absolute discretion to make changes to any of these Terms of Use from time to time without prior notice to you. A copy of the latest version of these Terms of Use is available on this Site.

**13.4** These Terms of Use set out the entire agreement relating to the supply of products/services to you by us via this Site



<p>出彌償及使富衛及/或該等人士免受損失。</p> <p><b>13.7</b> 除了富衛的有聯繫公司外，非本條款及細則當事人的人士或實體無權根據《合約（第三者權利）條例》（第 623 章）執行本條款及細則的任何條款。</p> <p><b>13.8</b> 本條款及細則所使用的標題僅為方便閱讀而設，在任何情況下均不應影響對本條款及細則的詮釋及闡述。</p>	<p>and they supersede all previous negotiations, representations and agreement between the parties.</p> <p><b>13.5</b> You agree to comply with all applicable laws, regulations, ordinances and rules (“Relevant Laws”) regarding your use of this Site. You recognize the global nature of the Internet and you understand that the Relevant Laws may be of a jurisdiction other than your own and you agree that compliance with the Relevant Laws is your sole responsibility. You should seek your own legal advice if you are unsure what Relevant Laws comprise.</p> <p><b>13.6</b> You agree to indemnify and hold us and our officers, directors, agents and employees harmless from and against any losses, claims, liabilities, damages, demands, costs and expenses (including all legal fees), incurred or suffered by us in connection with or arising from your breach of these Terms of Use and/or your use of this Site.</p> <p><b>13.7</b> Save for the associated companies of FWD, any person or entity who is not a party to these Terms of Use has no right to enforce any terms under these Terms of Use in accordance with the Contract (Rights of Third Parties) Ordinance (Cap. 623).</p> <p><b>13.8</b> The headings used in these Terms of Use are for convenience only and shall not in any way affect the construction or interpretation of such Terms of Use.</p>
--	--