

Terms & Conditions: T&C-T26

Terms and Conditions of “Birdie-Get-Birdie” Rewards

1. The Referrer (the “**Referrer**”) must be an existing paid customer of the Company’s mobile telecommunications service and must be subscribing to a designated Monthly Plan (basic monthly fee HK\$90 or above).
2. The Referrer can refer a new customer (the “**Referee**”) to subscribe to a designated monthly plan of the Company (basic monthly fee HK\$120 or above). For a referral to be valid, the following conditions must be met:
 - i. The Referee must successfully activate a new mobile number or port-in to the Company;
 - ii. At the time of service registration, the Referee must enter a valid referral code. No amendments or re-issuance of rewards will be accepted for any incorrect or missing referral code;
 - iii. Each referral code can be used to refer the same mobile number once and each mobile number is eligible to receive the Birdie-Get-Birdie Referee Reward once only; and
 - iv. The Referee must successfully make the specified number of monthly fee payments as set out under Clause 3.

3. The Referrer and the Referee will receive their referrer rewards (the “**Referrer Rewards**”) and referee rewards (the “**Referee Rewards**”) (collectively, the “**Rewards**”) according to these terms and conditions. Referrer Rewards and Referee Rewards will be issued in two phases. Reward details are as follows:

Phase	Reward Issued to “Gift Box”	Referrer Reward	Referee Reward
1	Within 7 working days after the Referee successfully makes the 2 nd pre-payment of their designated monthly fee	HK\$50	HK\$50 monthly fee coupon + extra 2GB local data
2	Within 7 working days after the Referee successfully makes the 4 th pre-payment of their designated monthly fee	HK\$50	HK\$50 monthly fee coupon + extra 2GB local data

4. A maximum of 100 in total successful referrals per Referrer applies to each calculation period (calculated by aggregating the total number of successful referrals across all referral codes held by that Referrer, regardless of whether such referral was initiated prior to or after the effective date of these terms and conditions). A “**Successful Referral**” is deemed to occur only when the Referrer receives the Phase 1 Referrer Rewards. The “**Calculation Period**” is defined as each full calendar year running from 1 January to 31 December. The count of Successful Referrals resets to zero each year on 1 January of each subsequent year.
5. If a Referrer reaches the maximum limit of 100 Successful Referrals for the applicable Calculation Period, the Referrer will cease to earn Referrer Rewards for any subsequent referrals within that period, while Referees will remain eligible to receive Referee Rewards.
6. To be eligible to participate in Birdie-get-Birdie programme, the Referrer and the Referee must be aged 16 or above. Rewards will not be given to any person aged under 16.

7. The customer is required to claim Rewards within 3 months of issuance. Any Rewards not claimed within such period will be forfeited without prior notice.
8. While waiting to receive or claim Rewards, both the Referrer and the Referee must continuously maintain active, paid service with the Company and successfully settle their monthly fees. If the service is terminated or suspended by the customer or by the Company for any reason, all Rewards will be immediately forfeited without any form of refund or compensation.
9. For the Referrer to receive any Rewards, he/she must provide a valid Hong Kong bank account. The Company does not accept changes to the bank account during the redemption process of the Referrer Rewards. If the Referrer declines to claim their Referrer Rewards or is unable to receive Referrer Rewards due to providing incorrect information, the Company reserves the absolute right to refuse the issuance of Referrer Rewards. The Company has the right to ask Referrer who claim rewards to present documents for the purpose of verifying their identity. The Company reserves the right not to grant rewards when the identity of the person who claims rewards is different from that of the applicant (customer) for using the mobile service plan.
10. All Rewards are non-exchangeable. The Company can replace the Rewards with other rewards without prior notice.
11. In order to protect customers' privacy, the Company will not disclose the personal data of any party to the Referrers or the Referees, including but not limited to name, phone number and email address.
12. Participation in the referral programme is subject to there being no abuse/non-compliance by the Referrers or Referees, otherwise the Company will deduct the rewards without notice and/or take action to reclaim the redeemed rewards.
13. Terms and Conditions of Birdie Mobile Service Plans apply. For details, please refer to T&C-T02.
14. The promotion is subject to change from time to time without prior notice and with limited availability given on first-come-first-served basis.
15. **The Company may, with or without prior notice, terminate or suspend the referral programme or the entitlement thereto if (a) it is necessary for the Company to comply with any applicable laws, regulations, order, instruction, determination or direction of a judicial body, government or regulatory authority; or (b) SmarTone reasonably believes that the customer involves in or allows any act or content that is abusive, illegal, fraudulent, improper, obscene, indecent, immoral, defamatory, dishonest, misleading, discriminatory, constitutes incitement of hatred, or involves sedition or secession, or that endangers public order or national security.**
16. The Company reserves the right to make the final decision relating to offers and any dispute thereof and may change the terms and conditions without prior notice. **Any revised version shall be effective as at the date of publication or such other date specified in the notice, as the case may be. Any redemption of Rewards, or the continued use by the**

Customer of any of the Company's services after the posting of such changes or after the effective date indicates the Customer's unequivocal acceptance of such changes.

17. These terms and conditions have been translated into Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

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