



## Gamer Pack Terms and Conditions

### 1. Service Provider

This Gamer Pack Service is provided to you by us, Hong Kong Telecommunications (HKT) Limited, subject to your Application, the HKT General Conditions and such other applicable terms and conditions as we may post on the Gamer Pack Website from time to time (collectively, "**Contract**").

### 2. Eligibility

The Service is only available to designated customers of NETVIGATOR Fiber-to-the-Home broadband services.

### 3. Game Providers

Any online games and their related servers which you access or use in association with the Service are provided and/or operated by Game Providers who are not associated with us or our Affiliates, unless we specify otherwise. You agree that we and our Affiliates are not responsible or liable for:

- (a) any act, negligence or omission of such Game Providers;
- (b) your access or use of any online games, their related servers or other services provided by such Game Providers; and
- (c) any transaction or any dispute between you and such Game Providers.

### 4. Latest Offers

You may be entitled to discounted offers for certain game peripherals at our HKT online shop ([www.HKTShop.com](http://www.HKTShop.com)) or other channels as we may designate from time to time. To ensure you will receive our latest offers, you are advised to opt-in to receive notices of any promotional gifts, discounts, products, services, benefits, offers or materials related to your NETVIGATOR services (including the Service) for direct marketing.

### 5. Money-Back Guarantee

- (a) The Money-Back Guarantee is only applicable for the Round-trip Latency measured from your NETVIGATOR Broadband Line using your Computing Equipment for access to our specified server location(s) of the relevant Game Provider, published on the NETVIGATOR's list of benchmark destinations as set out in the Gamer Pack Website. The specified server location(s) of the relevant Game Provider will be the farthest reachable server along the connection path that can respond to the Round-trip Latency measurement using tools with ICMP (Internet Control Message Protocol) (e.g. ping, traceroute).
- (b) You will be entitled to the Money-Back Guarantee if you can provide to us documentary proof as set out in the Gamer Pack Website supporting the followings to our satisfaction:
  - (i) that with the use of your Computing Equipment, the captured Round-trip Latency (with other measurement data, such as the date and time, clearly stated) to any designated Game Server is consistently greater than the slower end of the Guaranteed Round-trip Latency within at least two (2) consecutive hours, with (AA) one measurement captured at the start of that period; (BB) one measurement captured at the end of that period; and (CC) such number of measurement(s) captured in between during that period, with each of such measurement(s) captured at 60 minutes or shorter from the last measurement; and
  - (ii) the Ethernet cable connecting your Computing Equipment to our network CPE that is used for the Round-trip Latency measurement must be in good condition, meet the Category 5 enhanced (Cat5e) or above cable specifications and free of cable fault or interference, and the total cable length for the Ethernet cable must not exceed 100 metres, with no repeaters in between.

- (c) The Round-trip Latency must be measured with your Computing Equipment connected directly to our network CPE via a wired connection, without any third party router or like equipment in between.
- (d) Only one (1) claim under the Money-Back Guarantee may be made in any 24-hour period. For example, if you are making a claim in relation to the 2-hour period from 11 pm to 1 am on Day 1, you will not be entitled to make the next claim until 11 pm or after on Day 2.
- (e) To make a claim under the Money-Back Guarantee, you are required to complete and submit to us via the Gamer Pack Website a designated claim form (available on the Gamer Pack Website), together with documentary proof as required under Clause 5(b), within seven (7) Business Days from the date when your captured Round-trip Latency was measured. We aim to respond your claim within 10 Business Days. You may be required to submit further documents in support of your claim to our satisfaction.
- (f) If we are satisfied that your submitted claim is valid, we shall refund to you double the amount of the monthly service fee for the Service for one (1) day for each claim, calculated pro-rata based on a 30-day per month for each claim (rounded up to the nearest 10 Hong Kong cents after doubling). For example, if your monthly service fee for the Service is HK\$68, you will be entitled to HK\$4.60 (being HK\$68 / 30 day x 2, rounded up to the nearest 10 cents) money-back amount for any one valid claim.
- (g) While you may make multiple claims within any one month (one month based on your monthly billing period), the total money-back amount in any such one month shall not exceed the monthly service fee of the Service payable for that month. The money-back payment shall be credited to your subsequent monthly bill.
- (h) The Guaranteed Round-trip Latency does not cover the following circumstances in which the results of Round-trip Latency are affected by :
  - (i) outages or other incidents, such as server busy, overcrowded, network congestion, links down etc., on the Game Server of our designated Game Provider and/or third party network outside the control of us or our Affiliates or business partners;
  - (ii) outages or other incidents caused by unavoidable accidents, such as any Force Majeure Event, riots, crime or as result of the negligence or malfeasance of a third party outside the control of us or our Affiliates or business partners;
  - (iii) any inaccessibility to Game Server of our designated Game Provider caused by the Game Provider's owned IP address being blocked by third parties;
  - (iv) performance measurements captured for access to servers which are not our designated Game Providers'; and/or
  - (v) performance measurements captured on broadband services other than under your NETVIGATOR Broadband Line.
- (i) The Guaranteed Round-trip Latency and our designated Game Servers under the Service are published on the Gamer Pack Website and are subject to change by us from time to time.

## 6. Termination

- (a) Except in cases where you have breached any provision of the Contract and entitling us to stop providing the Service and/or terminate the Contract immediately, we may suspend, restrict or terminate the Service or terminate the Contract by giving you not less than 30 days' advance written notice.
- (b) Once we have provided the Service, you may notify us to stop providing it or terminate the Contract at any time by giving us not less than 30 days' advance written notice.
- (c) If the Service is subject to any commitment period and you choose to terminate the Service or the Contract (i) by giving us less than 30 days' advance written notice; or (ii) within the commitment period, you will have to pay us early termination charges and any other charges for the terminated Service or



Contract in accordance with the relevant provisions of your Application (such as the prices of any premium you so received at the time of subscription of the Service).

- (d) Your NETVIGATOR services and the Service are non-severable services. If you terminate your NETVIGATOR services, the Service will also be terminated at the same time. If the Service is terminated within the commitment period of the Service, you will have to pay us early termination charges and any other charges in accordance with the relevant provisions of your Application.

## 7. General

- (a) We reserve the right to unilaterally change any terms and conditions of the Service and/or your Contract. The latest version of these Terms and Conditions are available on the Gamer Pack Website, and any changes to these Terms and Conditions will take effect at the time of posting on that website. We will notify you of any material changes by publishing an updated version of these Terms and Conditions and/or other material changes on the Gamer Pack Website, or by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).
- (b) The provisions of your Contract are subject to Hong Kong laws.

## 8. Definitions and Interpretations.

- (a) Unless otherwise defined below, defined terms used in these Terms and Conditions shall have the same meaning as those defined in the HKT General Conditions:
  - (i) **Application** means a written or an online application and, where expressly allowed by us, a non-written application made by you to us requesting the provision of the Service to you.
  - (ii) **Computing Equipment** means personal computer and Mac with configurations which meet the system requirements as set out in our relevant PC Requirements or Mac Requirements for your NETVIGATOR Fiber-to-the-Home broadband services, available at [http://netvigator.com/eng/pages.php?url=download\\_page](http://netvigator.com/eng/pages.php?url=download_page). For the avoidance of doubt, Computing Equipment does not include any game console, such as PlayStation or Xbox.
  - (iii) **Contract** has the meaning set out in Clause 1.
  - (iv) **CPE** means customer premise equipment.
  - (v) **Game Provider** means the provider or operator of any online games and their related servers and other services which you access and use in association with the Service.
  - (vi) **Game Server** means the game server of a Game Provider.
  - (vii) **Gamer Pack Website** means the website for the Service at <http://gamer.netvigator.com> or such other website(s) as we may designate from time to time.
  - (viii) **Guaranteed Round-trip Latency** means the guaranteed range of Round-trip Latency of our designated Game Servers so designated by us from time to time, published on the Gamer Pack Website, and subject to the exceptions under Clause 5(h).
  - (ix) **HKT General Conditions** means the Hong Kong Telecommunications (HKT) Limited General Conditions of Service (available at [www.hkt.com/Terms+of+Use](http://www.hkt.com/Terms+of+Use)), as amended from time to time.
  - (x) **Money-Back Guarantee** means the money-back policy on Round-trip Latency guarantee available as part of the Service.
  - (xi) **NETVIGATOR Broadband Line** means the broadband line under your NETVIGATOR Fiber-to-the-Home broadband service provided by us.
  - (xii) **Round Trip Latency** means the length of time it takes for a signal or data packet to be sent plus the length of time it takes for an acknowledgment of that signal or data packet to be received.



- (xiii) **Service** means this Gamer Pack service we provide as an extra service under our NETVIGATOR services.
- (xiv) **We** means Hong Kong Telecommunications (HKT) Limited, the service provider for the Service.
- (xv) **You** means the customer who subscribes to the Service.
- (b) The interpretations of these Terms and Conditions and all other terms and conditions applicable to the Service (including but not limited to the Money-Back Guarantee) shall be at our sole discretion and decisions, which decision shall be final, binding and conclusive. In the event of any dispute in connection with the aforesaid terms and conditions, our decisions will be final, binding and conclusive.
- (c) In the event of any discrepancy between the English version and any translated version of the provisions of your Contract, the English version will prevail.