

**TERMS AND CONDITIONS IN RESPECT OF
KLUB 11 Spend Stimulation Program
(From 11 Nov 2021 to 31 Dec 2021)**

1 Applicable Activity

By participating in the activity organized by K11 Loyalty Program Limited (“**KLUB 11**”) as set out in clause 2 below (the “**Activity**”), a participant is deemed to have read, understood and agreed to the terms and conditions applicable to the Activity.

2 Details of the Activity

Activity: KLUB 11 Spend Stimulation Program

Activity Period: 11 Nov 2021 - 31 Dec 2021

Offer:

During the Activity Period, KLUB 11 Members (“**Members**”), may redeem the following rewards (“**Rewards**”) on the date of transaction upon reaching the designated same-day spending at K11 Art Mall.

Same-day spending is calculated based on 1 - 4 Eligible Receipts issued by merchant(s) of K11 Art Mall. If 2 or more eligible receipts are used, they must be issued by at least 2 different merchants.

Members must register their spending by presenting their original electronic payment slips at the K11 Koncierge, G/F, K11 Art Mall to redeem the Rewards.

Spending Tier (HKD)	Reward
1,500	60 K Dollars
7,000	200 K Dollars

3 Redemption Restrictions

- During Promotion Period, each eligible member is only entitled to enjoy the offer once per day from each tier.
- Available while stocks lasts. The availability of gifts will vary during the promotion.

4 Redemption of Goods and Services

The redemption of the goods and/or services is subject to the terms and conditions.

5 KLUB Points validity period

The validity period of the KLUB Points of this campaign is December 31, 2022.

6 Special Terms and Conditions applicable to the Activity

6.1 Terms Used

6.1.1 "Eligible Receipt" means an original machine-printed receipt issued by a merchant at K11 Art Mall on the date of redemption for an Eligible Transaction. KLUB 11 does not accept any

photocopies or hand-written receipts and reserves the right not to accept any receipts that KLUB 11 suspects to be invalid, forged or issued not for genuine transactions or on other grounds without any need for explanation.

6.1.2 “**Eligible Transaction**” shall mean a consumer transaction paid by Electronic Payment methods between the Member and a Participating Merchant at K11 Art Mall, excluding the below transactions:

- a) Any spending by cash;
- b) Any single spending below HK\$50;
- c) Purchase of pre-paid items, cash vouchers, gift cards or coupons, stored value cards or pre-paid cards;
- d) Purchase of show/event/exhibition tickets;
- e) Payments using K11 gift vouchers;
- f) Adding value to Octopus cards, stored value cards or pre-paid cards;
- g) Currency exchange;
- h) Any transaction at Hyatt Regency Hotel, K11 ARTUS, K11 Atelier (including Victoria Dockside & King’s Road) and Rosewood Hong Kong;
- i) Any transactions at Victoria Playpark and Yan Toh Heen;
- j) Any transactions at D Mind & the Prince in K11 ART MALL;
- k) Any transactions on K11 ESHOP, Food Ordering via ‘K11 HK’ Mobile App or any online platform of any merchants of K11 ART MALL;
- l) Any bank transactions;
- m) Charity donations;
- n) Any bill payment (including but not limited to payment of telecommunication or utility bills);
- o) Any activity or course provided or hosted by K11 Kulture Academy; and
- p) Any other transaction between the Member and any merchants of K11 Art Mall as specified by KLUB 11 from time to time (with or without prior notice).

6.1.3 “**Electronic Payment**” means transaction by credit cards, debit cards, EPS, Android Pay, Apple Pay, PayMe, Samsung Pay, WeChat Pay, Tap & Go, Alipay payment slip, Quick Pass and Octopus cards.

6.1.4 Other terms not defined in these Terms and Conditions shall have the same meanings as defined in the KLUB 11 Program Terms and Conditions.

6.2 Place of Redemption

The Redemption of the Gift sets out above shall be redeemed at K11 Koncierge on G/F of K11 Art Mall.

6.3 Copying Eligible Receipts

KLUB 11 has the right to make an electronic copy of each Eligible Receipt presented to KLUB 11 in the course of redemption and keep the electronic copies for audit purpose.

6.4 Marking on Eligible Receipts

KLUB 11 has the right to make any marks on each Eligible Receipt presented to KLUB 11 in the course of redemption.

6.5 Verification of Identity

Member shall present his or her original valid Black Card or Gold Card or General Member Card for inspection at the time of redemption.

6.6 Limited Stock

The Redemption gift is offered on a first-come-first-served basis while stock lasts.

6.7 No Exchange

The Redemption gift cannot be exchanged for cash or other gifts.

6.8 Quality of Goods and Services

Goods and services to be redeemed by under the Activity are not provided by KLUB 11. KLUB 11 and K11 Concepts Limited are not liable for the quality of such goods and services and any replacement or refund thereof.

6.9 No Liability

KLUB 11 does not warrant that the products and services offered by the individual merchants or redeemed by the participants in the Activity are of any merchantable quality or fit for any purpose, KLUB 11 disclaims all liability in relation to such products and services. The participants in the Activity shall waive all his/her rights and interest, if any, of any natures to pursue against KLUB 11.

6.10 Termination of the Activity

KLUB 11 has the right to suspend, terminate or cancel the Activity at any time without any prior notice.

7 General Terms and Conditions applicable to the Activity

7.1 Amendment

KLUB 11 has the right to amend any these terms and conditions at any time without any prior notice.

7.2 Interpretation

KLUB 11 has the right to interpret these terms and conditions. In case of disputes, the decision of KLUB 11 will be final and binding on all parties concerned.

7.3 English Version Prevails

The Chinese version of these terms and conditions are for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version will prevail.

7.4 Governing Laws

These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region.

Issued by K11 Loyalty Program Limited on 10 November 2021.

有關 KLUB 11 Spend Stimulation Program 推廣活動

條款及細則

(2021 年 11 月 11 日至 2021 年 12 月 31 日)

1 適用活動

透過參與下文第 2 條中所載由 K11 Loyalty Program Limited (「KLUB 11」) 組織的活動 (「活動」)，參與者即被視為已閱讀、理解並同意適用於活動的條款及細則。

2 活動詳情

活動：KLUB 11 Spend Stimulation Program 推廣活動

活動期：2021 年 11 月 11 日至 2021 年 12 月 31 日

優惠：

KLUB 11 會員 (「會員」) 於活動期內於 K11 Art Mall 同日消費滿指定金額，即可在交易當日兌換以下獎勵 (「獎勵」)。

同日消費是根據於 K11 Art Mall 內之商戶發出 1 至 4 張的合資格收據計算。如使用 2 張或以上合資格收據，必須由至少 2 間不同商戶發出。

會員必須在 K11 Art Mall 地下 K11 禮賓部出示合資格信用卡連同電子貨幣付款存根正本，登記消費，以兌換獎勵。

指定消費金額 (港幣)	禮品
1,500	60 K Dollar
7,000	200 K Dollar

3 兌換限制

- 活動期間，每位會員每日可換領同一消費額度的獎賞一次。
- 禮品數量有限，換完即止。禮品將於推廣期內不定期轉換。

4 換領產品及服務

指定之產品及服務換領受有關條款及細則約束。

5 KLUB 積分之有效期

該活動兌換的 KLUB 積分之有效期為 2022 年 12 月 31 日。

6 適用於活動的特別條款及細則

6.1 定義

6.1.1 “合格收據”是指 K11 購物藝術館商戶於換領日就當天合格交易發出的一張機印收據正本及相關之電子付款存根。KLUB 11 不接受任何影印或手寫的收據或支付憑據。KLUB 11 有權拒絕接受任何懷疑是無效的、偽造的或虛假交易產生等原因的收據或支付憑據，且毋須作任何解釋。

6.1.2 “合格交易”是指任何人與 K11 的商戶之以電子貨幣付款的交易，但不包括：

- (a) 單筆支出低於港幣 50 元；
- (b) 購買任何種類的會籍；
- (c) 購買預付產品、現金券、禮品卡或優惠券、儲值卡或預付卡(Ruby Tuesday 除外)；
- (d) 購買表演/活動/展覽入場券；
- (e) 以 K Dollar(s)和/或 K11 禮券/現金券支付的消費交易；
- (f) 為八達通卡、儲值卡或預付卡增值；
- (g) 貨幣兌換；
- (h) 在凱悅酒店、K11 ARTUS、K11 Atelier (包括 Victoria Dockside 及 King' s Road)和香港瑰麗酒店進行的任何交易；
- (i) 在 Victoria Playpark、D Mind & the Prince 和欣圖軒進行的任何交易；
- (j) 在 K11 ESHOP, K11 GO HK、「K11 HK」流動應用程式內食品訂購及與任何 K11 Art Mall 參與商戶的網上購物平台進行的任何交易；
- (k) 任何銀行交易；
- (l) 慈善捐款；
- (m) 任何帳單支付 (包括但不限於電訊或公用事業帳單支付)；
- (n) 會員與任何參與商戶之間的由 KLUB 11 不時指定的任何其他交易 (不論事先通知與否)；或
- (o) 任何由 KLUB 11 決定為不合資格交易或銀行將其歸類為不合資格交易的任何交易。

6.1.3 「電子貨幣」指信用卡、借記卡、易辦事、Android Pay、Apple Pay、Samsung Pay、PayMe、WeChat Pay、拍住賞、支付寶、銀聯閃付的支付憑據及八達通卡簽賬。

6.1.4 其他沒有在本條款和條件中定義的條款與 KLUB 11 獎賞計劃條款及細則所作的定義具有相同的涵義。

6.2 換領地點

於 K11 Art Mall 地下 K11 禮賓部進行換領。

6.3 複製合格收據

KLUB 11 有權將每張提交予 KLUB 11 作換領禮品的合格收據複製成電子版本，並保留該電子版本用於審計目的。

6.4 於合格收據上做標記

KLUB 11 有權於每張提交予 KLUB 11 作換領禮品的合格收據上做標記。

6.5 核實身份

KLUB 11 會員於換領時，須出示其有效黑卡或金卡或普通會員卡原件，以核實身份。

6.6 數量有限

禮品數量有限，先到先得，換完即止。

6.7 不可兌換

禮品不可兌換現金或其他禮品。

6.8 產品及服務品質

該些換領的產品及服務品並非由 KLUB 11 提供。KLUB 11 及 K11 Concepts Limited 不對該等產品及服務的品質承擔責任，亦不對產品及服務提供任何更換或退款。

6.9 不承擔責任

KLUB 11 不對由個別商戶提供或參加者就活動所換領的產品及服務為可銷售品質或適合任何目的作保證。KLUB 11 不對該等產品及服務承擔任何責任，而活動的參加者將放棄其追究 KLUB 11 的所有權利及利益（如有）。

6.10 終止活動

KLUB 11 有權隨時終止活動，而毋須事先通知。

7 適用於活動的一般條款及細則

7.1 修改

KLUB 11 有權隨時修改本條款及細則，而毋須事先通知。

7.2 解釋

本條款及細則的解釋權歸 KLUB 11。如有任何爭議，以 KLUB 11 對相關方作出的最終決定為準。

7.3 以英文版本為準

本條款及細則的中文版本僅供參考，若英文版本與中文版本的規定不一致，以英文版本為準。

7.4 適用法律

本條款及細則受香港特別行政區法律管轄。

K11 Loyalty Program Limited 於 2021 年 11 月 10 日發布。