

**TERMS AND CONDITIONS IN RESPECT OF
WeChat Pay HK Summer Shopping Rewards - 10X K Dollars
(26 July – 26 September 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 The details of Activity

Activity: WeChat Pay HK Summer Shopping Rewards - 10X K Dollars

Activity Period: 26 July – 26 September 2021

During the Activity Period, KLUB 11 Members (“**Members**”) who use WeChat Pay HK to pay for the entire Eligible Transaction(s)^ at merchants of K11 MUSEA and/or K11 Art Mall (“**Merchants**”) will be rewarded with 10X KLUB Points for such Eligible Transactions, subject to these Terms and Conditions.

Members must register their Eligible Transaction(s) with the relevant Eligible Receipt(s) and the corresponding WeChat Pay HK payment record to redeem the 10X KLUB Points in accordance with the KLUB 11 Programme Terms and Conditions.

^By way of example, if a Member makes a transaction of HK\$100, of which HK\$50 is paid by WeChat Pay HK and the other HK\$50 is paid by e.g. credit card, this is not an Eligible Transaction, and will not be eligible to participate in the Activity.

3. Redemption Restrictions

3.1. During the entire Activity Period, each Member is entitled to earn from the Activity a maximum of 45,000 Bonus KLUB Points from each of K11 MUSEA and K11 Art Mall, regardless of his/her membership tier.

3.2. Participants of the “K11 Selected Member Program” are not eligible to participate in the Activity.

4. Special Terms and Conditions applicable to the Activity

4.1. Terms Used

4.1.1. “10X KLUB Points” shall mean the amount of the basic KLUB Points and an extra 9 times the amount of the basic KLUB Points.

Example: A Member, who makes a HK\$1,000 entire Eligible Transaction via WeChat Pay HK at one of the Merchants during the Activity period, by successfully registering the Eligible Receipt(s) and the corresponding WeChat Pay HK payment record, will earn 1,000 basic KLUB Points and 9,000 Bonus KLUB Points (which is 10,000 KLUB Points in total). This is equivalent to 10,000/1,000, i.e. 10 times the amount of the basic KLUB Points.

4.1.2. “Bonus KLUB Points” shall mean the amount of the bonus KLUB Points awarded to Members beyond the basic KLUB Points.

4.1.3. “Eligible Receipt” shall mean an original machine-printed receipt issued by any of the Merchants 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.

4.1.4. "Eligible Transaction" shall mean a consumer transaction entirely paid for by WeChat Pay HK between the Member and a Merchant, excluding the below transactions:

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

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

4.2. Credit of Bonus KLUB Points

4.2.1. Bonus KLUB Points earned under the Activity will be automatically credited to Members' accounts after the Eligible Transaction is verified and confirmed by KLUB 11 with an expiry date of 31 December 2021.

4.2.2. A Member shall forthwith inform KLUB 11 of any transaction where Benefits/ KLUB Points have been earned/obtained/redeemed but such transaction is subsequently cancelled, refunded or reversed for whatever reasons. In such circumstances, or if the Member fails to inform KLUB 11 but it has come to the knowledge of KLUB 11 of those cancelled, refunded or reversed transaction(s), then either: (a) the Member shall pay to KLUB 11 forthwith upon notice from KLUB 11 for the value of the Benefits, which value shall be determined by KLUB 11 in its sole and absolute discretion; or (b) KLUB 11 shall be entitled to deduct the KLUB Points earned from the said transaction(s) from his/her account (including any Bonus KLUB Points earned from the said transaction(s) during this Activity). The Member agrees that the aforesaid payment by the Member to KLUB 11 is an agreed liquidated damages but not a penalty.

4.3. 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 to keep the electronic copies for audit purpose.

4.4. 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. The Eligible Receipt marked by KLUB 11 cannot be used again for participating in the Activity or for redeeming any other gifts or privileges in other promotional activities being held in K11 MUSEA and/or K11 Art Mall.

4.5. 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 nature to pursue against KLUB 11.

4.6. Termination of the Activity

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

5. General Terms and Conditions applicable to the Activity

5.1. Amendment

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

5.2. 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.

5.3. 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 shall prevail.

5.4. 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 21 July 2021.

**有關 WeChat Pay HK 盛夏購物獎賞 - 10 倍 K Dollar 消費推廣活動
之條款及細則
(2021 年 7 月 26 日至 9 月 26 日)**

1 適用活動

每位參與 K11 Loyalty Program Limited (「**KLUB 11**」) 舉辦下述第 2 條的活動(「**活動**」)的參與者將被視為已閱讀、理解及同意適用於活動的條款及細則。

2 活動詳情

活動: WeChat Pay HK 盛夏購物獎賞 - 10 倍 K Dollar 消費推廣活動

活動期: 由 2021 年 7 月 26 日至 9 月 26 日

KLUB 11 會員(「**會員**」)於活動期內於 K11 MUSEA 及/或 K11 Art Mall 商戶(統稱「**商戶**」)以 WeChat Pay HK 作出整筆合格交易[^]，該合格交易的消費可享 10 倍 KLUB 積分(受有關條款及細則限制)。

會員須按照 KLUB 11 會員獎賞計劃條款及細則，憑相關合格收據及 WeChat Pay HK 付款證明成功登記合格交易方可換領 10 倍 KLUB 積分。

[^]舉例來說，如會員進行港幣 100 元的交易，其中港幣 50 元由 WeChat Pay HK 支付，另外港幣 50 元由信用卡支付，這個交易並不是合格交易，且將沒有資格參與活動。

3 換領限制

3.1 整個活動期內，每位會員可從活動中於 K11 MUSEA 及 K11 Art Mall 各獲取最多 45,000 額外 KLUB 積分。

3.2 「K11 特選客戶計劃」的參與者不可參與本次活動。

4 適用於活動的特別條款及細則

4.1 定義

4.1.1 「10 倍 KLUB 積分」是指基本的 KLUB 積分及額外 9 倍 KLUB 積分。

例子: 會員在活動期於其中一間商戶以 WeChat Pay HK 付款作整筆合格交易，並憑相關合格收據及 WeChat Pay HK 付款證明成功登記積分，可享 1,000 基本

KLUB 積分及 9,000 額外 KLUB 積分，總共 10,000 KLUB 積分。這等於 10,000/1,000 即 10 倍基本 KLUB 積分。

- 4.1.2 「額外 KLUB 積分」是指會員於是次活動中除基本 KLUB 積分外，額外獲得的 KLUB 積分。
- 4.1.3 「合格收據」是指商戶於合格交易發出一張機印收據正本。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。
- 4.1.4 「合格交易」是指會員與商戶整筆消費以 WeChat Pay HK 付款的交易，但不包括以下交易：
- (a) 單筆支出低於港幣 50 元；
 - (b) 購買任何種類的會籍 (PURE FITNESS at K11 MUSEA 除外)；
 - (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) 使用 K Dollar 及/或 K11 電子或實體禮券進行支付；
 - (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) 任何銀行交易；
 - (k) 慈善捐款；
 - (l) 任何賬單支付 (包括但不限於電訊或公用事業帳單支付)；及
 - (m) 任何 K11 Kulture Academy 的網上課程；
 - (n) 在 K11 ESHOP, K11 GO HK、「K11 HK」流動應用程式內食品訂購及商戶的網上購物平台進行的任何交易；及
 - (o) 會員與任何商戶之間的由 KLUB 11 不時指定的任何其他交易 (不論事先通知與否)。

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

4.2 額外 KLUB 積分存入

4.2.1 於活動所獲得之額外 KLUB 積分，將會於 KLUB11 確認合格交易後自動存入會員之帳戶內，而 KLUB 積分之到期日為 2021 年 12 月 31 日。

4.2.2 會員在任何交易中獲得/兌換福利/KLUB 積分，而該交易隨後由於任何原因被取消、退款或撤銷，會員應立即通知 KLUB 11。在這種情況下，或如果會員沒有通知 KLUB 11 但 KLUB 11 知悉該等被取消、退款或撤銷的交易，則：(a) KLUB 11 有權從其帳戶中扣除由上述交易所獲得的 KLUB 積分（包括在本活動中獲得的額外 KLUB 積分）；或 (b) 會員須在收到 KLUB 11 的通知時立即就該福利向 KLUB 11 支付有關價值，而 KLUB 11 擁有唯一及絕對酌情權決定該福利之價值。會員同意，會員其向 KLUB 11 支付上述款項為約定的違約賠償金，而並不是罰款。

4.3 複製合格收據

KLUB 11 有權將提交予 KLUB 11 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。

4.4 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。該等已標記的合格收據不可再次用於本活動或 K11 MUSEA 及/或 K11 Art Mall 之其他推廣換領任何禮品。

4.5 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）。

4.6 終止活動

KLUB 11 有權隨時終止活動，而毋須事先通知。

5 適用於活動的一般條款及細則

5.1 修改

KLUB 11 有權隨時修改本條款及細則，而毋須事先通知。

5.2 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。

5.3 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。

5.4 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 7 月 21 日發布。