

TERMS AND CONDITIONS IN RESPECT OF

Weekday Surprise (Every Monday to Friday from 21 June – 31 July 2022, excluding Saturdays, Sundays and Public Holidays)

1 Applicable Activity

By participation 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: Weekday Surprise

Activity Period: Every Monday to Friday from 21 to 30 June & 1 to 31 Jul 2022, excluding Saturdays, Sundays and Public Holidays, (i.e. 21-24, 27-30 June, 4-8, 11-15, 18-22 & 25-29 July, 2022)

Place of Redemption: K11 Koncierge, G/F and KLUB 11 Koncierge, 4/F, K11 MUSEA

During the Activity Period, KLUB 11 Membership (“**Members**”), subject to these Terms and Conditions, may redeem the following gift (“**Gift**”) on the date of the Eligible Transaction upon reaching a minimum HK\$1,500 cumulative same-day spending at any 2 merchants at K11 MUSEA:

Cumulative Same-day Spending Requirement	Gift
HK\$1,500 or above	Two (2) MCL K11 Art House 2D e-Gift Voucher* (Valued at HK\$220) *Each voucher can redeem a complimentary K11 Art House 2D Movie Tickets Quota: 1250 OR One (1) redemption letter for a complimentary weekday admission ticket to LEGOLAND® Discovery Centre at K11 MUSEA (Valued at HK\$240) Quota: 3500

Cumulative same-day spending is calculated based on a minimum of two (2) and a maximum of four (4) Eligible Receipts, which each Eligible Receipt must contain a minimum spending of HK\$50 (“**Cumulative Same-day Spending**”), excluding spending by K Dollar(s) and/or K11 physical / electronic gift voucher(s). Eligible Receipts must be issued by at least 2 different merchants at K11 MUSEA.

Members must register their Eligible Transactions with the relevant Eligible Receipts and the corresponding Electronic Payment slips in person at the Place of Redemption the gift on the date of Eligible Transactions.

3 Redemption Restriction

3.1 During the Activity Period, each Member is only entitled to redeem a maximum of one (1) Gift per day. Gift(s) are available in a limited quantity and on a first come, first served basis while

stock lasts.

- 3.2 Participants of the “K11 Selected Member Program” are not eligible to participate in this Activity.
- 3.3 Eligible Receipts marked by KLUB 11 for this Activity cannot be used again for redeeming gifts / rewards from other promotions.
- 3.4 Each Gift may be subject to its respective applicable terms and conditions.

4 Special Terms and Conditions applicable to the Activity

4.1 Terms Used

4.1.1 “Eligible Receipt” means an original machine-printed receipt issued by a Merchant at K11 MUSEA 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.

4.1.2 “Eligible Transaction” means a consumer transaction paid by Electronic Payment between a Member and a merchant at K11 MUSEA but excludes:

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

4.1.3 “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.

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

4.2 Registration of Eligible Transactions

4.2.1 For the purpose of calculating the Eligible Transactions spending, all Eligible Transactions spending is required to be registered in accordance with the KLUB 11 Loyalty Programme

Terms and Conditions.

4.2.2 A Member shall forthwith inform KLUB 11 of any transaction where Benefits (as defined in the KLUB 11 Loyalty Programme Terms and Conditions) / K Dollars 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 K Dollars earned from the said transaction(s) from his/her account. The Member agrees that the aforesaid payment by the Member to KLUB 11 is an agreed liquidated damage but not a penalty.

4.3 Usage of E-Voucher

Gift(s) may be credited into the KLUB 11 member account in the form of e-Vouchers (“E-Vouchers”). The use of the E-Voucher(s) is subject to the terms and conditions as stated on the E-Vouchers and the relevant terms and conditions of the merchants who accept such E-Vouchers.

4.4 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.

4.5 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 redeeming gifts from other promotions.

4.6 Verification of Identity

Member shall present his or her original valid membership card for inspection at the time of redemption.

4.7 Limited Stock

The Gifts are offered on a first-come-first-served basis while stocks last.

4.8 No Exchange

The Gift cannot be exchanged for cash or other gifts.

4.9 No Liability

KLUB 11 does not warrant that the Gift is of any merchantable quality or fit for any purpose, KLUB 11 disclaims all liability in relation to the Gift. The participants in the Activity shall waive all his/her rights and interest, if any, of any natures to pursue against KLUB 11.

4.10 No Warranty

KLUB 11 is not the provider of the Gifts and makes no representation or warranty in relation to the same. KLUB 11 shall not be liable for any loss or damage whatsoever or for personal injury which is suffered or sustained, as a result of taking or using any such services or products, except for any liability which cannot be excluded by law.

4.11 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 shall 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 will 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 June 2022.

Weekday Surprise

之條款及細則

(2022年6月21日至30日及7月1日至31日逢星期一至五, 星期六、星期日及公眾假期除外)

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: Weekday Surprise

活動期: 2022年6月21日至6月30日及7月1日至31日期間逢星期一至五, 星期六、星期日及公眾假期除外 (即 2022年6月21-24, 27-30日, 7月4-8, 11-15, 18-22及25-29日)

換領處: K11 MUSEA 地下 K11 禮賓部及 4 樓 KLUB 11 禮賓尊區

KLUB 11 會員 (「會員」) 在活動期內於任何 2 間 K11 MUSEA 商戶同日累計消費滿以下指定金額, 即可在交易當日兌換以下禮品 (「禮品」(受相關條款及細則約束):

同日指定消費金額要求	禮品
港幣 1,500 元或以上	MCL K11 Art House 2D 電子電影禮券*兩張 (價值港幣 220 元) *每張電子禮券可於 K11 Art House 票房兌換 2D 電影戲票一張 共 1250 份 或 K11 MUSEA 之香港樂高®探索中心平日入場門票換領信乙封 (價值港幣 240 元) 共 3000 份

同日累計消費是根據由不少於2張及不多於4張合格收據計算, 每張合格收據最少金額為港幣50元, 而K Dollar及/或K11實體/電子禮券作消費之金額除外。如合資格收據為兩張或以上, 即須至少由 2 間不同 K11 MUSEA 商戶發出。

會員於合格交易當日須攜同合格收據及相關電子貨幣付款存根到換領處, 以登記合格交易, 方可換領禮品。

3 換領限制

- 3.1 每位會員於活動期內每日最多可換領禮品一次。禮品數量有限，以先到先得形式換領，換完即止。
- 3.2 「K11 特選客戶計劃」之參加者不可參與本次活動。
- 3.3 KLUB 11 標記的合資格收據不能再次用於兌換其他促銷活動禮品/獎賞。每張合資格收據只可以換領獎賞一次。
- 3.4 電子禮券受相關電子禮券上的條款及細則約束。

4 適用於活動的特別條款及細則

4.1 定義

4.1.1 「合格收據」是指指定商戶為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。

4.1.2 「合格交易」是指任何人與 K11 MUSEA 的指定商戶之以電子貨幣付款的交易，但不包括：

- (a) 以現金支付的交易
- (b) 單筆支出低於港幣 50 元；
- (c) 購買任何種類的會籍；
- (d) 購買預付產品、K11 gift cards、現金券、禮品卡或優惠券、儲值卡或預付卡；
- (e) 購買表演/活動/展覽入場券；
- (f) 使用 K11 現金券進行支付；
- (g) 為八達通卡、儲值卡或預付卡增值；
- (h) 貨幣兌換；
- (i) 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；
- (j) 在 Victoria Playpark、D Mind & the Prince 和欣圖軒進行的任何交易；
- (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) 任何 K11 Kulture Academy 所提供或主辦的課程或活動；
- (o) 在 K11 ESHOP、「K11 HK」流動應用程式內食品訂購及 K11 MUSEA 商戶的網上購物平台進行的任何交易；及

- (p) 會員與任何 K11 MUSEA 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) 。

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

4.1.4 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。

4.2 合格交易登記

4.2.1 所有合格交易須根據 KLUB 11 獎賞計劃條款及細則作出登記，方會計算在合格交易的消費金額內。

4.2.2 會員在任何交易中獲得/兌換的福利/K Dollar，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)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；或 (b)KLUB 11 有權從其帳戶中扣除由上述交易所獲得的 K Dollar。會員同意，會員向 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 使用電子禮券

禮品將以電子禮券的形式存入會員的帳戶。電子禮券受相關電子禮券上及其接受商戶的條款及細則約束。

4.4 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。

4.5 於合格收據上做標記

KLUB 11 有權於每張提交予 KLUB 11 作換領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其他推廣換領任何禮品。

4.6 核實身份

KLUB 11 會員於換領時，須出示其有效會員卡，以核實身份。

4.7 數量有限

禮品數量有限，先到先得，換完即止。

4.8 不可兌換

禮品不可兌換現金或其他禮品。

4.9 不承擔責任

KLUB 11 不對禮品為可銷售品質或適合任何目的作保證，KLUB 11 不對獎賞承擔任何責任，而活動的參加者須放棄其追究 KLUB 11 的所有權利及利益（如有）。

4.10 不作保證

KLUB 11 並非禮品供應方以及不對該等產品及/或服務作任何表述或保證。因享用該等產品及/或服務而造成的損失或破壞，或人身傷害，KLUB 11 概不負責，法律規定之責任除外。

4.11 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 2022 年 6 月 21 日發布。