

TERMS AND CONDITIONS IN RESPECT OF K11 EXPERIENCE EARN POINTS ARRANGEMENT

1 Applicable Transactions

By entering into any transaction on this platform known as “K11 Experience” (or such other name as Globo Travel Agency Limited may designate from time to time) (the “**Platform**”) as set out in clause 2 below (the “**Arrangement**”), a participant is deemed to have read, understood and agreed to the terms and conditions applicable to the Arrangement.

2 The details of Arrangement

Arrangement Period: From 30th September, 2021 until further notice

During the Arrangement Period, participants who are both KLUB 11 Members and K Dollar Program Members and have bound their KLUB 11 Membership with their corresponding K Dollar Program account (“**Members**”), and who spend at the Platform, are subject to these Terms and Conditions:

All spending on any Eligible Transaction(s) (excluding spending by K Dollars and K11 gift voucher(s) and/or e-voucher(s) (including K11 MUSEA Gift Card)) at the Platform will earn a Corresponding K Points Rate in accordance to the participants Klub 11 membership tier.

3. General Redemption Restrictions

3.1. The K Points earned under this Arrangement cannot be used in conjunction with other promotions of K11 MUSEA.

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

4. Special Terms and Conditions applicable to the Arrangement

4.1. Terms Used

- 4.1.1. Klub11 members will earn different amounts of K Points according to their membership tiers. “Corresponding K Points Rate shall mean a total of: (1) 0.75 times the amount of the K Points for Klub11 General Members; (2) 1.125 times the amount of K Points for Klub11 Gold Card Member; and (3) 1.5 times the amount of K Points for Black Card Members.

Example: A Customer who spends HK\$200(excluding spending by K Dollars and K11 gift voucher(s) and/ or e-voucher(s) (including K11 MUSEA Gift Card)) at the Platform will earn the following Corresponding K Points Rate for each tier of membership. IF he or she is a: -

- General Member – he or she will earn 150 K Points in total (which is equivalent to 150/200, i.e. 0.75 times the amount of the K Points.);
- Gold Card Member – he or she will earn 225 K Points in total ((which is equivalent to 225/200, i.e. 1.125 times the amount of the K Points.);
- Black Card Member – he or she will earn 300 K Points in total ((which is equivalent to 300/200, i.e. 1.5 times the amount of the K Points.).

4.1.2. “**Eligible Transaction**” shall mean a consumer transaction paid by Electronic Payment methods between the Member and Globo Travel Agency Limited via the Platform, excluding the following transactions:

- (a) Any spending by cash;
- (b) Any single spending below HK\$50;
- (c) Purchase of pre-paid items, cash vouchers, gift cards (including K11 MUSEA Gift Card) 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 MUSEA;
- (k) Any transactions on K11 ESHOP, Food Ordering via ‘K11 HK’ Mobile App or any online platform of any merchants of K11 MUSEA;
- (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 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, 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 Programme Terms and Conditions.

4.2. Credit and Expiration of K Points and K Dollars earned

4.2.1. K Points earned thereunder will be automatically credited to Members’ K Dollar Program account after the Eligible Transaction is verified and confirmed by K11 Loyalty Program Limited (“**KLUB 11**”).

4.2.2. For details on usage of K Dollars, please refer to the K Dollar Program Terms and Conditions at <https://www.krewards.com/program-terms-and-conditions/>.

4.3. Registration of Eligible Transactions

4.3.1. 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.

4.3.2. 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 damages but not a penalty.

4.4. No Exchange

K Points earned under the Arrangement cannot be exchanged for cash, other gifts or privileges.

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 Arrangement, if any, 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 Arrangement shall waive all his/her rights and interest, if any, of any nature to pursue against KLUB 11.

4.6. Termination of the Arrangement

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

5. General Terms and Conditions applicable to the Arrangement

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 17th August, 2022.

有關 K11 EXPERIENCE EARN POINTS 安排 之條款及細則

1. 適用安排

每位於本平台（平台名稱為「K11 EXPERIENCE」或其他 Globo Travel Agency Limited 不時指定的名稱，簡稱「本平台」）進行任何下述第 2 條的交易（簡稱「本安排」）的參與者將被視為已閱讀、理解及同意適用於本安排的條款及細則。

2. 安排詳情

本安排期限: 由 2021 年 9 月 30 日至另行通知

已登記為 KLUB 11 會員和 K Dollar 獎賞計劃會員，並將其 KLUB 11 會籍綁定其相應的 K Dollar 獎賞計劃會籍的參與者（「會員」）於本安排期限內於本平台消費須受此條款及細則約束：

所有在本平台進行的合資格交易（不包括 K Dollar, K11 禮券及/或電子禮券(包括 K11 MUSEA Gift Card) 之消費）消費可獲 根據 KLUB11 會員等級的對應 K 積分倍數。

3. 一般換領限制

3.1 會員於本安排下獲得的 K 積分的合資格交易不得於其他 K11 MUSEA 推廣活動同時獲得積分。

3.2 「K11 特選客戶計劃」之參加者不可參與本安排。

4. 適用於本安排的特別條款及細則

4.1 定義

4.1.1 Klub11 會員在本平台消費時將根據會員等級獲得不同的 K Points 獎勵。[對應 K 積分倍數]是指：(1) Klub11 普通會員于本平台消費，將會獲得實際消費金額的 0.75 倍 K 積分；(2) Klub11 金卡會員于本平台消費，將會獲得實際消費金額的 1.125 倍 K 積分；Klub11 黑卡會員于本平台消費，將會獲得實際消費金額的 1.5 倍 K 積分。

例子：一位顧客于本平台消費港幣 200 元（扣除以 K Dollar, K11 禮券及/或電子禮券（包括 K11 MUSEA Gift Card）），各等級 Klub11 會員將獲得以下對應的 K 積分率。如他/她是

- 普通會員 – 將享總共 150 K 積分 (0.75*200=150)
- 金卡會員 – 將享總共 225 K 積分 (1.125*200=225)
- 黑卡會員 – 將享總共 300 K 積分 (1.5*200=300)

4.1.2 「合資格交易」是指任何會員與 Globo Travel Agency Limited 之間透過本平台以電子貨幣付款的交易，但不包括以下交易：

- (a) 以現金支付的交易
- (b) 單筆支出低於港幣 50 元;
- (c) 購買預付產品、現金券、禮品卡(包括 K11 MUSEA Gift Card)或優惠券、儲值卡或預付卡;
- (d) 購買表演/活動/展覽入場券;
- (e) 使用 K11 現金券進行支付;
- (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) 或香港瑰麗酒店進行的任何交易;
- (i) 在 Victoria Playpark 或欣圖軒進行的任何交易;
- (j) 在 D Mind & the Prince (K11 MUSEA 分店)進行的任何交易;
- (k) 在 K11 ESHOP、「K11 HK」流動應用程式作食品訂購或 K11 MUSEA 商戶的網上購物平台進行的任何交易;
- (l) 任何銀行交易;
- (m) 慈善捐款;
- (n) 任何賬單支付 (包括但不限於電訊或公用事業賬單支付);
- (o) 任何 K11 Kulture Academy 所提供或主辦的課程或活動; 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、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 K 積分及 K Dollar 之存入及有效期

4.2.1 會員所獲贈之 K 積分將會於合資格交易被 K11 Loyalty Program Limited 認證後，自動存入會員的 K Dollar 獎賞計劃賬戶

4.2.2 使用 K Dollar 之詳情，請參閱 K Dollar 獎賞計劃條款及細則 <https://www.krewards.com/zh-hk/program-terms-and-conditions>。

4.3 合資格交易登記

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

4.3.2 會員在任何交易中獲得/兌換的福利(定義請參考 KLUB 11 獎賞計劃條款及細則)，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。

4.4 不可兌換

本安排下獲得的 K 積分不可兌換現金或其他禮品。

4.5 不承擔責任

KLUB 11 不對由個別商戶提供或參加者就本安排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，而本安排的參加者將放棄其追究 KLUB 11 的所有權利及利益（如有）。

4.6 終止本安排

KLUB 11 有權隨時終止本安排，而毋須事先通知。

5. 適用於本安排的一般條款及細則

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 8 月 17 日發布。