

**TERMS AND CONDITIONS IN RESPECT OF
Christmas Pass**

1 Applicable Program

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

2 Details of the Program

Program: Christmas Pass

Program Period: 17 December 2020 – 3 January 2021

2.1 KLUB 11 members (“**Members**”) may redeem the following Bonus K Dollar Reward on the date of spending (“**Reward**”) once per day upon reaching the below designated same-day spending threshold at K11 MUSEA and successfully registering the relevant Eligible Receipts and the corresponding Electronic Payment slips at KLUB 11 Koncierge on G/F or 4/F of K11 MUSEA (or via the on-site Sales Ambassadors or the Member’s Elite Client Manager (if any)) on the date of the Eligible Transaction, subject to these Terms and Conditions.

Designated Same-day Spending Threshold (HK\$)^	Bonus K Dollar Reward*
≥HK\$10,000 – HK\$19,999	1,000 K Dollars (in the form of KLUB Points)
≥HK\$20,000	2,000 K Dollars (in the form of KLUB Points)

^ Same-day spending is calculated based on a maximum of four (4) Eligible Receipts from a Participating Merchant (as defined in the KLUB 11 Program Terms and Conditions) at K11 MUSEA (but excluding any purchase of Apple iPhone products at MetroSix, Sunion, TechLife by fortress and 1010 & The Club and any purchase of pure gold pallets from Chow Tai Fook) excluding any spending by K Dollar(s) and/or K11 gift voucher(s), and if there are two (2) or more Eligible Receipts they shall be issued by at least 2 different Participating Merchants of K11 MUSEA. Each corresponding Eligible Receipt should contain a minimum spending of HK\$50 (excluding spending by K Dollar(s) and/or K11 gift voucher(s)).

*The KLUB Points distributed under the Reward will expire on 31 March 2021. Each Member is only entitled to redeem a maximum of 2,000 bonus K Dollars under the Program once per day during the Program Period.

3 Special Terms and Conditions applicable to the Program

3.1 Terms Used

3.1.1 “Eligible Receipt” means an original machine-printed receipt issued by a Participating 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.

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

- (a) any single spending below HK\$50;
- (b) payment using offers or benefits under the “K11 Selected Members Program”, K Dollar(s) and/or K11 gift voucher(s);
- (c) any purchase of cash vouchers, gift cards or coupons, stored value cards or pre-paid cards;
- (d) any purchase of show/event/exhibition tickets;
- (e) adding value to Octopus cards, stored value cards or pre-paid cards;
- (f) installment, partial payment, deposit, or advance payments;
- (g) any spending at K11 Art Mall, Hyatt Regency Hotel, K11 ARTUS, K11 Atelier (including Victoria Dockside & King’s Road) and Rosewood Hong Kong ;
- (h) any spending at Victoria Playpark, D Mind & the Prince and Yan Toh Heen;
- (i) charity donations;
- (j) any purchase of membership;
- (k) currency exchange;
- (l) any bill payment (including but not limited to payment of telecommunication or utility bills)
- (m) any bank transactions;
- (n) EPS cash withdrawal, credit card withdrawal; and
- (o) any other transaction as specified by KLUB 11 from time to time (with or without prior notice).

3.1.3 “Electronic Payment” means transaction by credit cards, debit cards, Android Pay, Apply Pay, Samsung Pay, WeChat Pay, Tap & Go, Alipay payment slip, Quick Pass and Octopus cards.

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

3.2 Registration of Eligible Transactions

- 3.2.1 For the purpose of calculating the Eligible Transactions spending, all Eligible Transaction spending is required to be registered on the date of the Eligible Transaction at KLUB 11 Koncierge on G/F or 4/F of K11 MUSEA (or via the on-site K11 MUSEA Sales Ambassadors or the Member's Elite Client Manager (if any)) and in accordance with other requirements under the KLUB 11 Loyalty Program Terms and Conditions.
- 3.2.2 If any registered spending of Eligible Transactions is subsequently cancelled or reversed for whatever reasons, KLUB 11 reserves the right to request the relevant Member to refund to KLUB 11 the full or pro-rated amount of the received Reward.

3.3 Crediting and Use of the Reward

- 3.3.1 The Reward shall be credited to the relevant Members' account in the form of KLUB Points within 7 days from the date of successful registration of the relevant Eligible Transaction. The relevant amount of KLUB Points shall be credited to the Member's account based on his/her membership tier in his/her current membership year. The K Dollar to KLUB Points conversion rate shall be based on the relevant KLUB 11 Membership tier's designated rate at the time of conversion. KLUB 11 shall not be responsible for any loss of K Dollar value due to possible change of the KLUB 11 Membership tier in his/her current membership year.
- 3.3.2 Use of K Dollar is subject to the applicable KLUB 11 Loyalty Program Terms and Conditions.

3.4 No Liability

KLUB 11 does not warrant that the products and services offered by the Participating Merchants in the Program are of any merchantable quality or fit for any purpose, and KLUB 11 disclaims all liability in relation to such products and services. Members shall be deemed to have waived all his/her rights and interest, if any, of any nature to pursue against KLUB 11.

3.5 No Exchange

The Reward cannot be exchanged for cash or other gifts or privileges.

3.6 Termination of the Program

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

4 General Terms and Conditions

4.1 Amendment

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

4.2 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.

4.3 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.

4.4 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 17 December 2020.

Christmas Pass

條款及細則

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與條件。

2 活動詳情

活動： Christmas Pass

推廣期： 2020 年 12 月 17 日至 2021 年 1 月 3 日

2.1 KLUB 11 會員 (「會員」) 在 K11 MUSEA 於推廣期內同日簽賬滿指定金額並於消費當日攜同合格收據及電子貨幣付款存根於 K11 MUSEA 地下或 4 樓 KLUB 11 禮賓尊區 (或經 K11 MUSEA 在場流動禮賓大使或有關會員的專貴客戶經理(如有))登記合資格交易消費, 可享以下額外 K Dollar 獎賞 (「獎賞」)。每位會員每天只可獲取獎賞一次。獎賞受以下條款及細則約束。

指定同日消費金額門檻(港幣)	額外 K Dollar 獎賞*
≥10,000 至 19,999 元	1,000 K Dollar(以 KLUB 積分的形式發出)
≥20,000 元	2,000 K Dollar(以 KLUB 積分的形式發出)

^同日簽賬是根據不多於 4 張由 K11 MUSEA 參與商戶(定義見 KLUB 11 獎賞計劃條款與細則)發出的合格收據計算, 以 K Dollar 及/或 K11 禮券作消費之金額除外, 如合資格收據為兩張或以上, 須至少由 2 間不同 K11 MUSEA 參與商戶發出(但於 1010 & The Club, MetroSix, Sunion, TechLife by fortress 購買 Apple iPhone 的任何消費及在周大福購買足金黃金金粒金條不計算在內) (每張金額為最少港幣 50 元, 以 K Dollar 及/或 K11 禮券作消費之金額除外)。

*獎賞下分發出的 KLUB 積分有效期至 2021 年 3 月 31 日。會員於推廣期內每天只能獲得最多 2,000 額外 K Dollar 獎賞。

3 活動適用的特別條款與細則

3.1 用語定義

3.1.1 「合格收據」是指 K11 MUSEA 參與商戶於換領日就當天合格交易發出的一張機印收據正本。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。

3.1.2 「合資格交易」是指會員與於 K11 MUSEA 的參與商戶以電子貨幣付款的消費交易，但不包括：

- (a) 單筆支出低於港幣 50 元；
- (b) 使用「K11 特選客戶計劃」之優惠或折扣或以 K Dollar(s)和/或 K11 禮卷/現金卷支付的消費交易；
- (c) 購買現金券、禮品卡或優惠券、儲值卡或預付卡；
- (d) 購買表演/活動/展覽入場券；
- (e) 八達通卡、儲值卡或預付卡充值；
- (f) 分期付款、部分付款、定金或預付款；
- (g) 在 K11 購物藝術館、凱悅酒店、K11 ARTUS、K11 Atelier (包括 Victoria Dockside 及 King' s Road) 和香港瑰麗酒店的任何消費；
- (h) 在 Victoria Playpark、D Mind & the Prince 和欣圖軒的任何消費；
- (i) 慈善捐款；
- (j) 購買會籍；
- (k) 貨幣兌換；
- (l) 任何帳單繳付 (包括但不限於繳付通訊費或水電等公用設施的費用)
- (m) 任何銀行交易；
- (n) EPS 現金支取收據、信用卡支取收據；及
- (o) 由 KLUB 11 不時指定的任何其他交易 (不論事先通知與否)。

3.1.3 「電子貨幣」指信用卡、借記卡、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。

3.1.4 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。

3.2 合資格登記

3.2.1 所有合資格交易須於合資格交易消費當日於 K11 MUSEA 地下或 4 樓 KLUB 11 禮賓尊區 (或經 K11 MUSEA 在場流動禮賓大使或有關會員的專責客戶經理(如有))以及根據 KLUB 11 獎賞計劃其他條款及細則進行登記，方會計算在合資格交易的消費金額內。

3.2.2 如因任何原因已登記合資格交易被隨後被取消或撤銷，KLUB 11 保留要求相關會員退還全部或部分獎賞的權力。

3.3 獎賞存入和使用

3.3.1 獎賞將成功登記合資格交易後 7 日內以 KLUB 積分的形式存入相關會員的帳戶。等額 KLUB 積分將在獎賞兌換時基於會員該會員年度的會籍等級入帳。K Dollar 對 KLUB 積分轉換率將以 KLUB 11 會籍等級在轉換時的指定比率為基礎。KLUB 11 對會員年度中會籍等級的可能變化而產生的任何 K Dollar 價值損失概不負責。

3.3.2 K Dollar 的使用受 KLUB 11 獎賞計劃條款及細則約束。

3.4 無責任

KLUB 11 不保證在本次活動中參與商戶提供的產品和服務具有任何可銷售品質或適合任何用途，並且 KLUB 11 不承擔與該等產品和服務有關的所有責任。活動參與者應放棄對 KLUB 11 追究任何性質的所有權利和利益 (如有)。

3.5 不退換

獎賞不能退換現金或其他禮品或禮遇。

3.6 活動的終止

KLUB 11 有權隨時暫停、終止或取消活動，恕不事先通知。

4 一般條款與細則

4.1 修訂

KLUB 11 有權隨時修訂任何此等條款及細則，恕不事先通知。

4.2 釋義

KLUB 11 有權解釋此等條款及細則。如有爭議，KLUB 11 的決定應為最終決定，並對所有相關方均具有約束力。

4.3 以英文版本為準

此等條款及細則的中文版本僅供參考。倘若中、英版本的規定有任何不符之處，以英文版本為準。

4.4 管轄法律

此等條款及細則受香港特別行政區法律管轄。

由 K11 Loyalty Program Limited 於 2020 年 12 月 17 發佈。