

**TERMS AND CONDITIONS IN RESPECT OF
K11 ART MALL FREE PARKING OFFER**

1. Applicable Activity

By participating in the activity organized by K11 Concepts Limited (“K11”) as set out in clause 2 below (the “Activity”), each participant (the “Participant”) is deemed to have read, understood and agreed to the terms and conditions applicable to the Activity.

2. The Details of the Activity

(1) Free Parking at K11 Art Mall

(a) Mondays to Thursdays

Starting from today, every Monday to Thursday a Participant who uses Octopus card or credit card to enter K11 Art Mall Car Park by presenting the following materials to K11 (the “Registration”):

- (i) the Octopus card or credit card used for entering K11 Art Mall Car Park; and
- (ii) no more than two Eligible Receipts from different merchants with a total amount of not less than HKD500 can register for two hours of free parking on the same day (the “Weekday Offer”).

KLUB 11 Gold Card Members can enjoy one extra hour of free parking on the same day, i.e. total three hours of free parking. KLUB 11 Black Card Members can enjoy two extra hours of free parking on the same day, i.e. total four hours of free parking. KLUB 11 Black Card & Gold Card Members need also to present the relevant receipt(s) showing successful registration of the equivalent amount of KLUB Points to enjoy the extra free parking.

- (iii) no more than two Eligible Receipts from different merchants with a total amount of not less than HKD300 can register for one hour of free parking on the same day (the “Weekday Offer”).

KLUB 11 Gold Card Members can enjoy one extra hour of free parking on the same day, i.e. total two hours of free parking. KLUB 11 Black Card Members can enjoy two extra hour of free parking on the same day, i.e. total three hours of free parking. KLUB 11 Black Card & Gold Card Members need also to present the relevant receipt(s) showing successful registration of the equivalent amount of KLUB Points to enjoy the extra free parking.

(b) Fridays, Saturdays, Sundays and Hong Kong Statutory Holidays

Starting from today, every Friday, Saturday, Sunday and a Hong Kong Statutory Holiday a Participant who uses Octopus card or credit card to enter K11 Art Mall Car Park by presenting the following materials for Registration:

- (iv) the Octopus card or credit card used for entering K11 Art Mall Car Park; and
- (v) no more than two Eligible Receipts from different merchants with a total amount of not less than HKD800 can register for two hours of free parking on the same day (the “Weekend Offer”).

KLUB 11 Gold Card Members can enjoy one extra hour of free parking on the same day, i.e. total three hours of free parking. KLUB 11 Black Card Members can enjoy two extra hours of free parking on the same day, i.e. total four hours of free parking. KLUB 11 Black Card & Gold Card Members need also to present the relevant receipt(s) showing successful registration of the equivalent amount of KLUB Points to enjoy the extra free parking.

- (vi) no more than two Eligible Receipts from different merchants with a total amount of not less than HKD500 can register for only one hour of free parking on the same day (the “Weekend Offer”).

KLUB 11 Gold Card Members can enjoy one extra hour of free parking on the same day, i.e. total two hours of free parking. KLUB 11 Black Card Members can enjoy two extra hour of free parking on the same day, i.e. total four hours of free parking. KLUB 11 Black Card and Gold Card Members need also to present the relevant receipt(s) showing successful registration of the equivalent amount of KLUB Points to enjoy the extra free parking.

(the “Weekday Offer” and the “Weekend Offer”, collectively referred as the “Free Parking Offers”.)

(2) Private Cars Only

The Free Parking Offers are applicable only to private cars that enter K11 Art Mall Car Park according to our time records, but are inapplicable to any vehicles that K11 considers to have a dominant commercial purpose (e.g. taxis and vans).

(3) Overtime Parking

(a) Mondays to Thursdays

A Participant whose parking exceeds the time limit of the applicable Free Parking Offer would have to pay a parking fee of HKD35 per hour.

(b) Fridays, Saturdays, Sundays and Hong Kong Statutory Holidays

A Participant whose parking exceeds the time limit of the applicable Free Parking Offer would have to pay a parking fee of HKD37 per hour.

3. Special Terms and Conditions applicable to the Activity

(1) Terms Used

(a) Eligible Receipt

An “**Eligible Receipt**” means a machine-printed receipt issued by a merchant in K11 Art Mall and/or K11 MUSEA on the day of the Registration for an Eligible Transaction. K11 does not accept any photocopies or hand-written receipts and reserves the right not to accept any receipts that K11 suspects to be invalid, forged, issued not for genuine transactions or on other grounds without any explanation.

(b) Eligible Transaction

An “**Eligible Transaction**” means a consumer transaction between anyone and a merchant at K11 Art Mall and/or K11 MUSEA but excludes:

- i. any single spending below HKD50 (excluding spending by K Dollar(s));
- ii. any cash payment(s) (meaning any non-electronic payment (including transactions not settled by credit card, EPS, octopus card and e-payment via mobile device));
- iii. any purchase of cash vouchers, gift cards or coupons, stored value cards or pre-paid cards;
- iv. payments using rebate promotion (coupons) and New VIP cash vouchers provided and issued by the Participating Merchants;
- v. adding value to Octopus cards, stored value cards or pre-paid cards;
- vi. currency exchange;
- vii. Any spending in Hyatt Regency Hotel, Rosewood Hong Kong, K11 ATELIER, K11 ARTUS, Intercontinental Hotel Hong Kong & Avenue of Stars;
- viii. charity donations; and
- ix. any bill payment (including but not limited to payment of telecommunication or utility bills).
- x. any spending by K Dollar(s);
- xi. any spending by gift voucher(s)

(c) Other Terms and Conditions

The Participants shall strictly comply with all the other terms and conditions relating to K11 Art Mall Car Park.

(2) Time and Place of the Registration

(a) G/F Koncierge or 3/F KLUB 11 Koncierge

The Registration shall take place from 10:00 to 22:00 at the Koncierge on G/F or at the 3/F KLUB 11 Koncierge of K11 Art Mall or any other counter as K11 may designate from time to time.

(b) Self-served kiosk

The Registration shall take place from 10:00 to 24:00 at the 24 hours kiosk located on B4/F.

(3) Copying Eligible Receipts

K11 has the right to make an electronic copy of each Eligible Receipt presented to K11 in the course of the Registration and to keep the electronic copies for audit purposes.

(4) Marking on Receipts

K11 has the right to make any marks on each Eligible Receipt presented to K11 in the course of the Registration. The Eligible Receipt marked by K11 cannot be used for the Registration or redeeming any other gifts or privileges in other promotional activities being held in K11 Art Mall again.

(5) Verification of Identity

A KLUB 11 Gold/ Black Card Member shall present his or her valid e-membership card for inspection at the time of the Registration.

(6) Staff of Tenant

Staff of tenants of K11 Art Mall and K11 MUSEA are not able to enjoy Free Parking Offers.

(7) No Exchange

The Free Parking Offers cannot be exchanged for cash or other gifts.

(8) Cancelled Transactions

If any one of the transactions relating to the receipt used for the Registration is subsequently cancelled or revoked for whatever reasons, and the actual spending amount under the Eligible Receipt falls below the requisite amount for the Registration, such Participant is required to pay the corresponding parking fee to K11 at the Concierge counter on the first floor of K11 Art Mall (For any cancellation of parking services or payment issue, please go to the counter at B4). Before the Participant has paid the corresponding parking fee to K11, the relevant merchant is entitled to refuse any refund to the Participant.

(9) Power to Terminate

K11 is entitled to terminate or cancel the Activity at any time without any prior notice.

4. General Terms and Conditions applicable to the Activity

(1) Amendment

K11 has the right to amend any Terms and Conditions at any time without any prior notice.

(2) Interpretation

K11 has the right to interpret these Terms and Conditions. In case of disputes, the decision of K11 shall be final and binding on all parties concerned.

(3) English Version Prevails

The Chinese version of these Terms and Conditions is for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version shall prevail.

(4) Governing Laws

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

Issued by K11 Concepts Limited on 16 October 2019.