TERMS AND CONDITIONS IN RESPECT OF
K11 MUSEA Register Your Spend Promotion
(19 August 2023 – 13 September 2023)

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 ("**Terms and Conditions**").

2 Details of the Activity

Activity Name: K11 MUSEA Register Your Spend Promotion
Activity Period: 19 August 2023 – 13 September 2023

During the Activity 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**"), subject to these Terms and Conditions, may redeem the following rewards ("**Rewards**") on the date of transaction upon reaching the designated same-day spending at K11 MUSEA:

2.1 Reward

During the Activity Period, Members may Receive:

Same-day Spending Amount	Reward
HK$50 or above	(1) 1 x HK$200 I.T Group (OFF-WHITE c/o VIRGIL ABLOH™ & Palm Angels & Stone Island) e-voucher; (2) 1 x HK$100 MoMA e-voucher; (3) 1 x HK$100 SUNION e-voucher; (4) 1 x HK$100 CANVAS e-voucher; (5) 1 x HK$100 181 at Fortnum & Mason e-voucher (Please refer to the Appendix 1 for the list of Selected Merchants) (the "**E-vouchers**")

3. Redemption Restrictions

3.1. Same-day Spending Amount is calculated based on a maximum of 1 Eligible Receipt, which each Eligible Receipt must contain a minimum spending of HK$50, excluding spending by K Dollar(s) and/or K11 physical / electronic gift voucher(s).
3.2. During the entire Activity Period, each Member is entitled to redeem the Reward once only.
3.3. Participants must register their spending within 7 days after the date of Eligible Transaction by the Eligible Receipt and the corresponding original electronic payment slip on the "K11 App" or at the K11 Koncierge, G/F, K11 MUSEA.
3.4. Members of the "K11 Selected Member Program" are not eligible to redeem the Rewards.

4. Usage of E-vouchers

After the Eligible Transaction is verified and confirmed by KLUB 11 (in any case no later than 12 October 2023), he E-vouchers will be automatically credited to the Member's KLUB 11 account. The use of the E-voucher(s) is subject to the terms and conditions as stated on the respective E-vouchers and the relevant terms and conditions of the merchants who accept such E-voucher(s).

5. Special Terms and Conditions applicable to the Activity

5.1. **Terms Used**

5.1.1. "**Eligible Receipt**" means 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.

5.1.2. "**Eligible Transaction**" shall mean a consumer transaction paid by Electronic Payment methods and/or the Designated Settlement Methods between the Member and a merchant at K11 MUSEA, excluding the below transactions:

a) Any spending by cash;
b) Any single spending below HK$50;
c) Purchase of any kinds of membership(s);
d) Purchase of pre-paid items, cash vouchers, gift cards (including K11 MUSEA Gift Card) 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 and Lai Ching Heen;
k) Any transactions at D Mind & the Prince in K11 MUSEA;
l) Any transactions on K11 ESHOP, Food Ordering via 'K11 HK' Mobile App or any online platform of any merchants of K11 MUSEA;
m) Any bank transactions;
n) Charity donations;
o) Any bill payment (including but not limited to payment of telecommunication or utility bills);
p) Any activity or course provided or hosted by K11 Kulture Academy; and
q) 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).

5.1.3. "**Electronic Payment**" means transaction by credit cards, debit cards, EPS, Android Pay, Apple Pay, BoC Pay, PayMe, Samsung Pay, WeChat Pay, Tap & Go, Alipay payment slip, Quick Pass and Octopus cards.

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

6. Registration of Eligible Transactions

6.1.1. 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.

6.1.2. 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.

6.2. **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.

6.3. **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 gifts or privileges from other promotions, except for the “Visa Card Promotion 2023”, “KLUB 11 New Member Exclusive Reward” and “K11 MUSEA Tourist Privileges”.

6.4. **Verification of Identity**

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

6.5. **Limited Stock**

The Reward is offered on a first-come-first-served basis while stocks last.

6.6. **No Exchange**

The Rewards cannot be exchanged for cash, other gifts or privileges.

6.7. **No Liability**

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

nature to pursue against KLUB 11.

6.8. **No Warranty**

KLUB 11 is not the provider of the Rewards 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.

6.9. **Termination of the Activity**

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

7. General Terms and Conditions applicable to the Activity

7.1. **Amendment**

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

7.2. **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.

7.3. **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.

7.4. **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 19 August 2023.

KLUB 11

K11 MUSEA 即登分即有賞禮遇

之條款及細則

(2023 年 8 月 19 日至 9 月 13 日)

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(「**條款與條件**」)。

2. 活動詳情

活動： **K11 MUSEA 即登分即有賞禮遇**

推廣期： **2023 年 8 月 19 日至 2023 年 9 月 13 日**

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（「**會員**」），在活動期內於任何 K11 MUSEA 商户同日消費滿以下指定金額，即可在交易當日兌換以下獎賞（「**獎賞**」）。獎賞受以下條款及細則約束。

2.1 獎賞

於活動期內會員可享：

同日消費金額	獎賞
港幣 50 元或以上	(1) I.T Group (OFF-WHITE c/o VIRGIL ABLOH™ & Palm Angels & Stone Island) 港幣 200 元電子禮券一張; (2) MoMA 港幣 100 元電子禮券一張; (3) SUNION 港幣 100 元電子禮券一張; (4) CANVAS 港幣 100 元電子禮券一張; (5) 181 Fortnum & Mason 港幣 100 元電子禮券一張 (請參閱附表 1 的商戶名單) （「**電子禮券**」）

3. 獎賞之換領限制

3.1 消費金額（「**消費金額**」）是根據合資格收據計算。每張合資格收據金額最少為港幣

50 元，以 K Dollar 及/或 K11 實體/電子禮券作消費之金額除外。

3.2 在整個活動期間，每位會員只有權兌換一次獎賞。

3.3 參加者必須在合資格交易日期後的 7 天內，通過合資格收據及相對應的電子付款單據，在"K11 App"或兌換地點註冊消費。

3.4 「K11 特選客戶計劃」之參加者不可換領獎賞。

4. 使用電子禮券

合格交易被 KLUB 11 認證後(在任何情況下不遲於 2023 年 10 月 12 日)，電子禮券將自動存入會員的 KLUB 11 帳戶內。使用電子禮券受相關電子禮券上及收取該電子禮券的商戶的條款及細則約束。

5. 適用於活動的特別條款及細則

5.1 定義

5.1.1「**合格收據**」是指 K11 MUSEA 商戶於合格交易當日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。

5.1.2「**合格交易**」是指任何會員與 K11 MUSEA 的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) 賺買任何會籍；

d) 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；

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) 或香港瑰麗酒店進行的任何交易；

j) 在 Victoria Playpark 或麗晶軒進行的任何交易；

k) 在 D Mind & the Prince (K11 MUSEA 分店)進行的任何交易；

l) 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；

m) 任何銀行交易；

n) 慈善捐款；

o) 任何帳單支付（包括但不限於電訊或公用事業帳單支付）；

p) 任何 K11 Kulture Academy 所提供或主辦的課程或活動；及

q) 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）。

5.1.3 「**電子貨幣**」指信用卡、借記卡、EPS 、Android Pay 、Apple Pay 、BoC 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。

5.2 其他沒有在本條款和條件中定義的條款與 KLUB 11 會員獎賞計劃條款及條件所作的定義具有相同的涵義。

6. 合格交易登記

6.1.1 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。

6.1.2 會員在任何交易中獲得/兌換的福利 (已在 KLUB 11 的條款及細則說明) /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。

6.2 複製合格收據

KLUB 11 有權將每張提交予 KLUB 11 作換領獎賞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。

6.3 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。(「Visa 卡獎賞 2023」，「KLUB 11 新會員專享禮遇」及「K11 MUSEA 旅客禮遇」獎賞除外)。

6.4 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。

6.5 數量有限

獎賞數量有限，先到先得，換完即止。

6.6 不可兌換

獎賞不可兌換現金、其他禮品或禮遇。

6.7 不承擔責任

KLUB 11 不對獎賞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）。

6.8 不作保證

獎品或活動換領的產品及/或服務並非由 KLUB 11 提供（K Dollars 除外），KLUB 11 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。

6.9 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。

7. 適用於活動的一般條款及細則

7.1 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。

7.2 釋義

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。

7.3 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。

7.4 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 2023 年 8 月 19 日發布。

Appendix 1

附件 1

List of Selected Merchants

指定商戶名單

Floor 樓層	Merchant 商戶	Shop No. 位置
GF	181 at Fortnum & Mason	022 & 122
GF (MUSE EDITION)	Stone Island	028
GF (MUSE EDITION)	Palm Angels	030
GF (MUSE EDITION)	Off White	032
1F (MUSE EDITION)	MoMA Design Store	135
2F	CANVAS	213A
4F	SUNION	403