

**TERMS AND CONDITIONS IN RESPECT OF
VISA PROMOTION 2022
(30 April 2022 – 19 June 2022)**

1 Applicable Activity

By participating in the activity organized by K11 Loyalty Program Limited (“**KLUB 11**”) as set out in paragraph 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:** Visa Promotion 2022
- **Activity Period:** Every Saturday, Sunday and Public Holidays from 30 April 2022 to 19 June 2022
- **Redemption Hours:** From 10:00am to 10:00pm of every day during the Activity Period
- **Redemption Location:** K11 Koncierge on B2, K11 MUSEA

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 fulfilment of the following requirements at merchants of K11 MUSEA with the same Eligible Credit Card:

Requirements	Rewards by spending with an Eligible Visa Credit Card
Cumulative Same-Day Spending of HK\$1,000 or Above AND Take a physical or digital photo of Visa Cryptopunk #7610 digital screen (the “ Photo ”) located at B1, K11 MUSEA (Near Givenchy Beauty, Shop [B126], B1, K11 MUSEA)	50 K Dollars [^]

[^] Subject to a daily quota of 74 sets of Rewards and are available for redemption on a first-come-first-served basis while stocks last.

Each Eligible Credit Card holder shall first become a KLUB 11 Member and a K Dollar Program Member, and bind their KLUB 11 Membership with their corresponding K Dollar Program account to redeem the Rewards, provided that he or she is not a current KLUB 11 Member and a K Dollar Program Member.

Cumulative Same-day spending is calculated based on a maximum of four (4) Eligible Receipt(s) with minimum HK\$50 spending (excluding K Dollar(s) and/or K11 physical / electronic gift voucher(s)) issued by merchants in K11 MUSEA, using the same Eligible Credit Card. If two (2) or more Eligible Receipts are used, they must be issued by at least 2 different merchants at K11 MUSEA.

Members must register their Eligible Transactions with the relevant Eligible Credit Card, Eligible Receipts and the corresponding original electronic payment slips and present the Photo at the Redemption Location to redeem the Rewards during the Redemption Hours on the date of the relevant Eligible Transaction.

3 Redemption Restriction

3.1 During the Activity Period, each Member is entitled to redeem the Rewards once only per day.

3.2 Use of K Dollars is limited to Participating Merchants. The full list of Participating Merchants can be viewed at <https://klub-11.com/k-dollar/>.

3.4 KLUB 11 reserves the right not to accept any Photo that KLUB 11 suspects to be invalid or forged or on other grounds without any need for explanation.

4 Usage of K Dollars

K Dollars earned under the Rewards will be credited to the Member's K Dollar Program account in the form of K Points. The K Points credited are valid until 31 December 2022. For details on the usage of K Dollars, please refer to the K Dollar Program Terms and Conditions at <https://www.krewards.com/program-terms-and-conditions/>.

5 Special Terms and Conditions applicable to the Activity

5.1 Terms Used

5.1.1 **"Participating Merchants"** shall mean the merchants at K11 MUSEA which accept the use of K Dollars as payment or part payment for their transactions. The full list of Participating Merchants can be found at <https://klub-11.com/k-dollar/>.

5.1.2 **"Eligible Credit Card"** refers to any Visa Credit Cards.

5.1.3 **"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.

5.1.4 **"Eligible Transaction"** means a consumer transaction paid by an Eligible Credit Card between an Eligible Credit Card holder 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 K11 MUSEA Gift Cards, pre-paid items, cash vouchers, gift cards or coupons, stored value cards or pre-paid cards
- (e) Purchase of show/event/exhibition tickets;
- (f) Payments using K Dollars/K11 physical or electronic gift vouchers
- (g) Reload of Octopus cards, stored value cards or pre-paid cards;
- (h) Currency exchange;
- (i) Any transactions 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 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, spending at travel agent, insurance transactions and transactions at short-term promotion booth;
- (m) Charity donations;
- (n) Any bill payment (including but not limited to payment of telecommunication or utility bills); and
- (o) Any activity or course provided or hosted by K11 Kulture Academy; and
- (p) Any transaction which K11 or Visa in Hong Kong (and its successors and assigns) classifies as ineligible transaction.

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

5.2 Registration of Eligible Transactions

5.2.1 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.

5.2.2 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 damages but not a penalty

5.3 Keeping of Information

KLUB 11 has the right to record the full name of each Eligible Credit Card holder, the last 4 digits of their Eligible Credit Card number and the spending amount of each Eligible Receipt in the course of redemption for audit purpose.

5.4 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.

5.5 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. Eligible Receipts marked by KLUB 11 cannot be used again for redeeming gifts / rewards from other promotions.

5.6 Verification of Identity

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

5.7 Limited Stock

The Rewards are offered on a first-come-first-served basis while stock lasts.

5.8 No Exchange

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

5.9 No Liability

KLUB 11 does not warrant that the products and services offered by individual merchants or redeemed by the participants in the Activity are of any merchantable quality or fit for any purpose, and disclaims all liability in relation to such products and services. Any participant in the Activity shall waive all his/her rights and interests, if any, of any natures to pursue against KLUB 11.

5.10 Termination of the Activity

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

6 General Terms and Conditions applicable to the Activity

6.1 Amendment

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

6.2 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.

6.3 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.

6.4 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 30 April 2022.

Visa 信用卡獎賞 2022
條款及細則
(2022 年 4 月 30 日至 6 月 19 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及細則。

2 活動詳情

- **活動：**Visa 信用卡獎賞 2022
- **活動期：**2022 年 4 月 30 日至 6 月 19 日，逢星期六、日及公眾假期
- **換領時間：**活動期內每日上午 10 時至晚上 10 時
- **換領處：**K11 MUSEA 地庫 2 樓 K11 Koncierge

活動期內，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」) 在活動期內於任何 K11 MUSEA 指定商戶 (「指定商戶」) 以同一張合資格信用卡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」)：

換領條件	以合資格 Visa 信用卡簽賬的獎賞
即日累積簽賬金額滿港幣 1,000 元或以上 及 拍攝一張位於 K11 MUSEA 地庫 1 樓，電子屏幕上 Visa Cryptopunk #7610 的實體或數碼照片 (「照片」) (近 Givenchy Beauty, K11 MUSEA 地庫 1 樓 B126 號舖)	50 K Dollar [^]

[^]每日獎賞名額上限為 74 個，先到先得，換完即止。

每位合資格信用卡持卡人必須先登記為 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，方可享以上獎賞 (假設該參與者並不是當前的 KLUB 11 會員和 K Dollar 獎賞計劃會員)。

即日累積簽賬金額是根據不多於 4 張的合資格收據計算。每張合資格收據金額最少為港幣 50 元，以 K Dollar 及/或 K11 實體或電子禮券作消費之金額除外。如合資格收據為兩張或以上，即須至少由兩間不同 K11 MUSEA 商戶發出。

會員必須於合資格交易當日在換領處出示合資格信用卡連同合資格收據及相應電子貨幣付款存根正本登記消費並出示照片，以兌換獎賞。

3 兌換限制

3.1 活動期內，會員每日只限換領獎賞一次。獎賞只可在有關合資格交易當日兌換。

3.2 K Dollar 之使用須以參與商戶之條款及細則為準。參與商戶之名單可參閱

<https://klub11.com/k-dollar/>。

3.3 KLUB 11 保留不接受任何 KLUB 11 懷疑無效、偽造的照片，或因任何原因不接受任何照片而不作解釋之權利。

4 K Dollar 的使用

獎賞下的 K Dollar 將以 K 積分的形式存入會員的帳戶。有關之 K 積分有效期至 2022 年 12 月 31 日。請參閱 K Dollar 獎賞計劃條款及細則 <https://www.krewards.com/program-terms-and-conditions/> 以瞭解 K Dollar 的使用詳情。

5 活動適用的特殊條款與細則

5.1 用語定義

5.1.1 「參與商戶」是指於 K11 MUSEA 接受使用 K Dollars 作為交易付款或部分交易付款的商戶，參與商戶名單可參閱 <https://klub-11.com/k-dollar/>。

5.1.2 「合資格信用卡」是指任何 Visa 信用卡。

5.1.3 「合資格收據」是指 K11 MUSEA 商戶在兌換日期所簽發之合格交易的機印單據正本。KLUB 11 不接受任何影印本或手寫收據，並保留權利拒不接受其懷疑為無效、偽造或非針對真實交易簽發的任何收據或基於其他理由拒不接受任何收據，而無需作出任何解釋。

5.1.4 「合資格交易」是指任何合資格信用卡持卡人與 K11 MUSEA 商戶之間透過合資格信用卡支付的消費交易，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、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) 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；旅行社消費；保險交易；短期促銷攤位交易；
- (m) 慈善捐款；
- (n) 任何帳單支付 (包括但不限於電訊或公用事業帳單支付)；

- (o) 任何 K11 Kulture Academy 所提供或主辦的課程或活動；及
- (p) 任何被 K11 或 Visa (及其繼承人及受讓人) 歸類為不合格交易的任何交易。

5.1.5 此等條款與條件中未定義的其他術語應具有與 KLUB 11 獎賞計劃條款及細則中定義的相同含義。

5.2 合資格交易登記

5.2.1 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。

5.2.2 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)/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，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。會員同意向 KLUB 11 支付上述款項為約定的違約賠償金，而並不是罰款。

5.3 保留資訊

KLUB 11 有權在兌換過程中記錄每位合資格信用卡持卡人的全名、合資格信用卡號碼的最後 4 位數字以及每張合資格收據的消費金額，以供審計之用。

5.4 複製合資格收據

KLUB 11 有權在兌換過程中對出示給 KLUB 11 的每張合資格收據製作並保留一份電子副本，以供審計之用。

5.5 在合資格收據中作標記

KLUB 11 有權在兌換過程中在出示給 KLUB 11 的每張合資格收據上作任何標記。KLUB 11 標記的合資格收據不能再次用於兌換其他促銷活動的禮品/獎賞。

5.6 身份核實

會員在兌換時須出示其有效會員卡原本以供檢查。

5.7 名額有限

獎賞名額有限，先到先得，換完即止。

5.8 不可兌換

獎賞不能用作交換現金或其他禮品。

5.9 不承擔責任

KLUB 11 不保證在本次活動中商戶提供或參與者兌換的產品和服務具有任何可銷售品質或適合任何用途，並且不承擔與該等產品和服務有關的所有責任。活動參與者須放

棄對 KLUB 11 追究任何性質的所有權利和利益 (如有)。

5.10 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。

6 活動適用的一般條款與細則

6.1 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。

6.2 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。

6.3 以英文版本為準

此條款與條件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。

6.4 管轄法律

此條款及細則受香港特別行政區法律管轄。

由 K11 Loyalty Program Limited 於 2022 年 4 月 30 日發佈。