

TERMS AND CONDITIONS OF NEW WORLD CLUB

These Terms and Conditions are binding on all Members of the New World CLUB ("Club") operated by New World Loyalty Programme Limited ("NWLP"). Members shall include but not limited to DIAMOND Members, VIVA Members, CIRCLE Members and such other kinds of members as may be specified by NWLP from time to time. By applying for membership and becoming a Member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may be in force from time to time) upon becoming a Member of the Club.

1. Definitions

"Benefit" means any reward, service, benefit, promotion, privilege, offer or the like offered or to be offered to the Members by the Club or any third party (including but not limited to the Designated Partners) under the Programme from time to time.

"Card" means an electronic membership card (including but not limited to a DIAMOND Electronic Membership Card, VIVA Electronic Membership Card, CIRCLE Electronic Membership Card and such other kinds of electronic membership cards as may be specified by the Club from time to time) issued to a Member for enjoyment of the Benefits.

"Club" means New World CLUB and NWLP operating New World CLUB.

"Designated Partner" means any partner who offers or will offer rewards, services, benefits, promotions, privileges, offers or the like to the Members under the Programme subject to the applicable terms and conditions, whether specified herein or otherwise. A list of Designated Partners is set out at www.newworldclub.com.hk and may be amended and updated by the Club at its sole discretion from time to time without any prior notice.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"K Dollar" means the reward under the K Dollar Program. Please refer to the KDP T&C for details.

"K Dollar Program" or "KDP" means the loyalty program "K Dollar Program" that is managed and operated by Missions Points Network Company Limited ("MPNCL"). Please refer to the KDP T&C for details.

"KDP Member(s)" means a person admitted by MPNCL to be a member under the K Dollar Program.

"KDP T&C" means the K Dollar Program Terms and Conditions, which can be found at: <https://hk.krewards.com/program-terms-and-conditions/>.

"K Point(s)" means the point(s) granted to KDP Members under the K Dollar Program. Please refer to the KDP T&C for details.

“Member” means any member of the Club which include DIAMOND Member, VIVA Member, CIRCLE Member and other classes of members as may be designated by the Club from time to time.

“Membership” means membership of the Club of whatever class.

“NWLP” or “新世界尊尚客戶有限公司” means New World Loyalty Programme Limited (新世界尊尚客戶有限公司), a company incorporated in Hong Kong with registered office at 30/F, New World Tower 1, 18 Queen’s Road Central, Hong Kong.

“Programme” means the programme operated under the name of “New World CLUB” which is owned and managed by NWLP.

“DIAMOND Member” means a person admitted by the Club to be a DIAMOND member under the Programme subject to such terms and conditions as the Club may think fit.

“VIVA Member” means a person admitted by the Club to be a VIVA member under the Programme subject to such terms and conditions as the Club may think fit.

“CIRCLE Member” means a person admitted by the Club to be a CIRCLE member under the Programme subject to such terms and conditions as the Club may think fit.

“Transaction” means any transaction which is one of the conditions for Membership entry requirements as specified by the Club from time to time.

“Website” means the website at www.newworldclub.com.hk

Unless the context otherwise requires, (i) a reference to one gender includes a reference to all genders; and (ii) words in the singular includes the plural and vice versa.

2. Enrolment

- (a) Eligibility – Any person who is aged 18 or above and satisfies the Membership entry requirements as may be specified by the Club from time to time is eligible for application for Membership.
- (b) All applicants for Membership shall provide correct and valid mobile phone number and email address for Membership application. An applicant must be the legitimate owner of a registered mobile phone number in Hong Kong to receive an SMS authentication code and, where applicable, incentive notification MMS message. The Club shall take no responsibility for any undelivered SMS, MMS, push notifications or emails.
- (c) Each individual person shall only be eligible for one New World CLUB Membership, and shall apply for New World CLUB Membership by authentic and valid mobile phone number and email address. Duplicate application with the same mobile phone number and/or email address, or the holding of more than one membership account by the same individual will not be accepted by the Club. The Club may at any time require Members to undertake account verification by providing information and/or documents as the Club deems appropriate. The Club reserves the right to suspend or terminate a Member’s Membership, his/her account, or where applicable forfeit any entitlements to any incentives or other privileges, for failure of a

Member to complete a verification process as required. Should there be any dishonest, fraudulent conduct or abuse of Membership or misconduct in Membership application, the Club reserves the right to take further action.

- (d) Applicants shall ensure that all information provided is true, correct and accurate. Should there be any errors, omissions or unrecognizable information, the submission may be deemed invalid and void automatically.
- (e) Personal Basis Only – Application for Membership shall be on personal basis and the Club does not accept application on a company or corporate basis. If the Owner or Tenant of the relevant eligible property is a company, only one of its shareholders or directors is eligible to apply for Diamond or Viva Membership.
- (f) Expiration of Membership — The Club is entitled to prescribe expiration date for any Membership.
- (g) Discretion to Decline – The Club is entitled to decline any application for Membership at its absolute discretion without giving any reason.

3. Electronic Membership Card

- (a) Card – The Club will issue an Electronic Card to a Member upon his successful application for Membership. Member may be required to download a mobile application to download and maintain the Card.
- (b) Use of Card – The Club and the Designated Partners are entitled to request a Member to produce his Card when he claims for any Benefits or make any request in relation to his Membership, the Card and the Benefits. The Club and the Designated Partners are entitled to assume without proof that the bearer of a Card is the Member named thereon.
- (c) Misuse – Misuse of the Card by a Member may result in termination or suspension of his Membership or withdrawal of Benefits from the Member by the Club and the Designated Partners without prejudice to any accrued right and remedy that the Club and the Designated Partners may have against the Member.

4. Non-Transferability

The Membership, the Card and the Benefits are not transferable by the Member and may only be used or enjoyed by the Member to whom the Membership, the Card and the Benefits are granted or issued.

5. DIAMOND and VIVA Membership

- (a) Eligibility – An applicant for Membership or a Member, as the case may be, may apply for DIAMOND and VIVA membership subject to fulfillment of transaction requirements as prescribed by the Club from time to time.

- (b) Cancelled Transactions and Membership Cancellation – If a Member becomes a DIAMOND Member or a VIVA Member by way of a Transaction but the Transaction is subsequently cancelled or reversed for whatever reasons, the Membership will be terminated automatically upon the cancellation or reversion of the Transaction. The Club reserves the right to require such Member to return or refund any incentives provided by reason of acquiring the DIAMOND or VIVA Membership.
- (c) If the application of DIAMOND or VIVA membership is not accepted by the CLUB, the applicant will be enrolled as CIRCLE member automatically.

6. Proof of Eligibility

An applicant of Membership or a Member, as the case may be, is required to provide supporting documents for proof of his eligibility to Membership or upgrade thereof (whichever shall be applicable) as may be specified by the Club from time to time.

7. Keeping Records

The Club is entitled to make copies of the supporting documents produced by the applicants or Members to the Club and retain the same for audit purpose.

8. Website

The Website and its use by any person are subject to the applicable terms and conditions and the Privacy Policy Statement published on such website, which may be amended by the Club from time to time.

9. Enjoyment of Benefits

- (a) Additional Terms – The Club is entitled to impose additional terms and conditions in respect of the Membership, the Card and the Benefits from time to time without prior notice. However, the Club shall use its best efforts to announce the additional terms and conditions as soon as practicable. Should there be any inconsistency between these terms and conditions and those additional terms and conditions, those additional terms and conditions shall prevail.
- (b) Limitation – All Benefits offered are subject to availability and are offered only while stocks last (if applicable).
- (c) Eligibility – The Club is entitled to grant Benefits to a Member only when the Membership account of this Member remains valid and in good standing as recognized by the Club.
- (d) Verification of Identification – The Club and the Designated Partners are entitled to request a Member to present his Card and, if necessary, other identification documents for verification of identity of the Member when the Member claims for any Benefits.

- (e) Different Benefits – The Club is entitled to grant different Benefits to different Members subject to different terms and conditions at the absolute discretion of the Club.
- (f) Birthday Benefits – Birthday Benefits are available for DIAMOND, VIVA and CIRCLE Members during their birthday month. Birthday Benefits are only available for Members who have (i) consented to direct marketing under the relevant data privacy documents of the Club, and (ii) provided their month of birth to New World CLUB either upon enrollment or by subsequent written notification. A birthday Benefit will only be available if the DIAMOND / VIVA / CIRCLE membership of a Member is approved or subsequent written notification of the month of birth is received by the Club (as the case may be) at least 45 working days ahead of such Member's birthday month. Otherwise, the birthday Benefit will not be available for such Member in the year of enrollment or notification. The birthday Benefit can only be redeemed after login at the Artisanal Living App. Any redemption via phone, email or other channels will not be accepted. The Club reserves the right to revoke or change birthday Benefits at its sole discretion at any time.

10. No voting right

Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club.

11. Termination or Suspension of Membership

- (a) Right to Terminate or Suspend – The Club is entitled to forthwith terminate or suspend the Membership of any Member in case the Member breaches any term and condition herein or does not follow the instruction of the Club from time to time. In addition, the Club reserves the right to forthwith terminate or suspend the Membership of any Member at any time at the sole discretion of the Club without giving any prior notice, reasons and compensation to such Member. The Club shall not be liable for any loss or damage resulting therefrom to any party in any event.
- (b) Not affecting Other Rights – Termination or suspension of Membership of the Member for whatsoever reasons by the Club shall be without prejudice to the accrued rights and remedies that the Club and the Designated Partners may have against such Member.
- (c) Death – Upon death of a Member, his Membership shall be automatically terminated without any compensation.

12. Disclaimers and Exclusion of Liabilities

- (a) Exclusion and Limitation of Liability – All liability, if any, on the part of the Club, its employee, affiliates, agents, suppliers and partner organizations as set out in these Terms and Conditions, expressed or implied by statute or otherwise, are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the maximum liability of the Club to any Member shall not exceed HKD100 in aggregate in any event.

- (b) Waiver of rights – A Member is hereby deemed to have read, understood and agreed to these Terms and Conditions, and agreed that he does not rely on any statement, representation, assurance or warranty made by the Club, its representatives, employees or agents and shall waive all of his rights, if any, against the Club in relation thereto.
- (c) Quality and responsibility of the Benefits – Without prejudice to sub-clause (b) of this clause, the Club does not give any warranty for the quality or fitness of any of the Benefits and accepts no responsibility in respect of the following: (a) refusal by the Club and any Designated Partners to offer the Benefits or accept the Card; (b) non-availability of any of the Benefits; and (c) refusal by the Club and any Designated Partners to replace or change any of the Benefits or pay compensation or reward thereof.

13. K Dollar Program

- (a) If and when applicable, all Members are entitled to earn K Points and use K Dollars (subject to conversion) upon successful registration as KDP Members. KDP Members under the K Dollar Program shall be subject to the KDP T&C.
- (b) Members may download and login the Artisanal Living App by their registered mobile number to use K Dollars and check their K Dollar balance.
- (c) K Points and K Dollars (converted from K Points) are non-exchangeable, non-transferable and cannot be sold, purchased, exchanged for cash, coupons or other items.
- (d) K Points earned will be credited to the KDP account by MPNCL.
- (e) The expiry date of K Points varies, and the K Dollars converted from such K Points have to be used prior to the relevant expiry date.
- (f) NWLP and the Club are not the awarder or provider of K Points / K Dollars, and take no responsibility and assume no liabilities whatsoever in relation to any obligations and liabilities related to the registration for a KDP account, the grant of K Points or the conversion to K Dollars, and the eligibility to use K Points or K Dollars (whether or not under any campaign, promotion, event and/or offer). In case of disputes, please contact MPNCL directly.
- (g) For enquiries related to the K Points or the usage of K Dollars, please contact K Dollar Program Hotline at (852) 3892 3998 (Service hours: 11:00am – 8:00pm) or email to enquiry@krewards.com.

14. Disputes and resolution

In case of any dispute between the Member and the Designated Partners in relation to these Terms and Conditions or the Benefits, both parties shall resolve the disputes themselves.

15. Terms of the Designated Partners

The Designated Partners may impose additional terms and conditions in respect of the Benefits available to the Member. The Member agrees to be bound by such additional terms and conditions in respect of the Benefits.

16. Right of Modification etc.

- (a) Right to Modify – The Club is entitled to, at any time, modify the structure, contents and other features of the Program, including but not limited to the conditions for joining the Programme or implementing other programs for customer rewards and targeted offers.
- (b) Right to Terminate – The Club is entitled to amend, suspend and terminate the Programme and/or cease operation of the Club at any time for any considerations including commercial considerations as it deems fit without any reason or compensation. The Club shall not be liable for any loss or damage resulting therefrom to any party in any event.

17. Miscellaneous

- (a) Right to Transfer – The Club is entitled to transfer, assign, charge, sub-contract or otherwise dispose of any of the rights or obligations under these Terms and Conditions and the Programme on such terms and conditions as the Club may at its sole discretion think fit at any time without any prior notice to the Member.
- (b) Right to Amend – The Club is entitled to revise and amend these Terms and Conditions at any time without any prior notice.
- (c) Right to Interpret – The right to interpret these Terms and Conditions is vested in the Club. In case of any dispute, the decision of the Club shall be final and binding on all parties concerned.
- (d) English Version Prevails – The Chinese version of these Terms and Conditions is for reference only. In case of discrepancies between the English version and the Chinese version, the English version prevails.

18. Entire Agreement

These Terms and Conditions and any provision or document expressly referred to herein constitute the entire agreement between the Club and a Member and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between the Club and a Member relating to the subject matter.

19. Governing Law

These Terms and Conditions shall be governed by the laws of Hong Kong and shall be subject to non-exclusive jurisdiction of the courts of Hong Kong.

Dated 28 November 2023

Issued by New World Loyalty Programme Limited.