

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

- 1.1 "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 Program from time to time.
- 1.2 "Card" means a membership card (including but not limited to a DIAMOND Membership Card, VIVA Membership Card, CIRCLE Membership Card and such other kinds of membership cards as may be specified by the Club from time to time) issued to a Member for enjoyment of the Benefits.
- 1.3 "Club" means New World CLUB and NWLP operating New World CLUB.
- 1.4 "Designated Partner" means any partner who offers or will offer rewards, services, benefits, promotions, privileges, offers or the like to the Members under the Program 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.
- 1.5 "Hong Kong" means the Hong Kong Special Administrative Region.
- 1.6 "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.
- 1.7 "Membership" means membership of the Club of whatever class.
- 1.8 "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.
- 1.9 "Program" means the programme operated under the name of "New World CLUB" which is owned and managed by NWLP.
- 1.10 "DIAMOND Member" means a person admitted by the Club to be a DIAMOND member under the Program subject to such terms and conditions as the Club may think fit.
- 1.11 "VIVA Member" means a person admitted by the Club to be a VIVA member under the Program subject to such terms and conditions as the Club may think fit.

- 1.12 "CIRCLE Member" means a person admitted by the Club to be a CIRCLE member under the Program subject to such terms and conditions as the Club may think fit.
- 1.13 "Transaction" means any transaction which is one of the conditions for Membership entry requirements as specified by the Club from time to time.
- 1.14 "Website" means the website at www.newworldclub.com.hk
- 1.15 A reference to one gender includes a reference to all genders.
- 1.16 Words in the singular includes the plural and vice versa.

2 Enrolment

- 2.1 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.
- 2.2 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.
- 2.3 Discretion to Decline – The Club is entitled to decline any application for Membership at its absolute discretion without giving any reason.

3 Membership Card

- 3.1 Card – The Club will issue a Card to a Member upon his successful application for Membership.
- 3.2 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.
- 3.3 Replacement – If a Member requests for replacement of a Card due to loss or damage, the Club is entitled to charge the Member an administration fee for replacement at HKD100.00 or such other fee as may be specified by the Club from time to time.
- 3.4 Return of Card – The Card remains the property of the Club and shall be returned to the Club immediately by a Member upon termination of his Membership or upon request of the Club from time to time.
- 3.5 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

- 4.1 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 Cancelled Transactions

- 5.1 Membership Cancellation – If a Member becomes a DIAMOND Member, a VIVA Member or a CIRCLE 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.

6 Proof of Eligibility

- 6.1 Proof- 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.
- 6.2 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.

7 Website

- 7.1 Use – The Website and its use by any person are subject to the applicable terms and conditions and the Privacy Policy Statement of such website.

8 Enjoyment of Benefits

- 8.1 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.
- 8.2 Limitation – All Benefits are offered subject to availability and are offered only while stocks last (if applicable).
- 8.3 Eligibility – The Club is entitled to grant Benefits to a Member only when the Membership accounts of this Member are valid and in good standing as recognized by the Club.
- 8.4 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 identities of the Member when the Member claims for any Benefits.
- 8.5 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.
- 8.6 Birthday Benefits – Birthday benefits “Birthday Delights/Offers” are available for DIAMOND and VIVA Members during their birthday month. The birthday delight/offer is only available for DIAMOND and

VIVA members who have provided their dates of birth to New World CLUB upon enrollment or by subsequent written notice. The birthday delight/offer will only be available if the DIAMOND / VIVA membership of a member is approved or subsequent written notification, as the case may be, is received by New World CLUB 45 working days ahead of his/her birthday. Otherwise, the Birthday Delights/Offer will not be applicable for such Member in the year of enrollment or notification. The birthday delight/offer can only be redeemed after login at New World CLUB website. Any redemption via phone, email or other channels will not be accepted. NWLP reserves the right to revoke the Birthday Delights at its sole discretion at anytime.

- 8.7 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.

9 Termination or Suspension of Membership

- 9.1 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.
- 9.2 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.
- 9.3 Death – Upon death of a Member, his Membership shall be automatically terminated without any compensation.

10 Disclaimers and Exclusion of Liabilities

- 10.1 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 HKD100.00 in aggregate in any event.
- 10.2 Waiver of rights – A Member hereby is 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.

- 10.3 Quality and responsibility of the Benefits – Without prejudice to sub-clause 2 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.
- 10.4 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.
- 10.5 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.

11 Right of Modification etc.

- 11.1 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 Program or implementing other programs for customer rewards and targeted offers.
- 11.2 Right to Terminate – The Club is entitled to amend, suspend and terminate the Program 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.

12 Miscellaneous

- 12.1 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 Program 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.
- 12.2 Right to Amend – The Club is entitled to revise and amend these Terms and Conditions at any time without any prior notice.
- 12.3 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.
- 12.4 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.
- 12.5 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.

12.6 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.

13 If the application of DIAMOND or VIVA membership is not accepted by the CLUB, the applicant will be enrolled as CIRCLE member automatically.