

Citygate Outlets 'CLUB CG' Programme

TERMS AND CONDITIONS

1. The Programme

1.1 **CLUB CG Programme** (the "**Programme**") is offered by **Swire Properties Management Limited** (the "**Company**") to Programme Members (as defined in Section 2) on the terms and conditions ("**Terms**") contained herein (such terms and conditions, and as they may be amended by the Company from time to time at its sole discretion).

1.2 Upon becoming a Member, you acknowledge and agree to be bound by these Terms, which may be amended by the Company from time to time at its sole discretion.

2. Eligibility and Membership

2.1 Anyone can become a pre-member ("**Pre-member(s)**") of the Programme if they completed the enrolment form at the CLUB CG website. Pre-members are NOT entitled to earning Points ("**Point(s)**", please refer to Section 3 of these Terms), redemption of Rewards, Year-Round Benefits or any other member offers and benefits.

2.2 Anyone can become a member ("**Member(s)**") of the Programme if they:

a. Make a **same-day purchase of HK\$2,000 or more (a maximum of two same-day transaction receipts)** by electronic payment in Citygate Outlets, and register **on the same day in person**, by presenting the eligible machine-printed sales receipt and matching electronic payment slip (**which must show the payment made by the same customer**) at the Concierge Desk on G/F, CLUB CG Member Counter or Customer Care Centre on L2 ("**Designated Concierges**").

b. **Work on Lantau Island with a valid staff card or business card** showing a corresponding Lantau address, and make a **same-day purchase of HK\$1,000 or more (a maximum of two same-day transaction receipts)** by electronic payment in Citygate Outlets, and register **on the same day**, by presenting the eligible machine-printed sales receipt and matching electronic payment slip (**which must show the payment made by the same staff**) at the Designated Concierges.

Eligible Lantau workplaces *include but not limited to*:

1. One Citygate
2. Chek Lap Kok
3. Hong Kong Disneyland
4. AsiaWorld-Expo
5. Ngong Ping 360
6. Discovery Bay
7. Hong Kong-Zhuhai-Macao Bridge Ports

2.4 **Shop staff of merchants in Citygate Outlets are NOT eligible to participate in the Programme.**

2.5 Members must be **aged 18** or above to join the Programme.

2.6 The membership has no renewal requirement.

2.7 The registered Member name must be the same as the one on the related electronic payment receipts. The registered birth month must be the same as on ID card or passport.

2.8 Each Member is entitled to one membership account. Each membership account can only be used by that Member. The information in these accounts cannot be accessed by or through other accounts. Membership accounts are non-transferable.

2.9 Members may be required to submit identification documents and other documents as specified by the Company for membership registration and verification purposes. Failure to do so may result in a delay in the processing or a rejection of the application.

2.10 Upon successful membership registration and verification, a **welcome email** will be sent to you. As a Member, you will need to access the CLUB CG website to set up your account user name and password, activate your membership account, upload your receipts and check your points balance on the CLUB CG website. The welcome email shall be deemed to have been received by you after membership registration. If you have not received such email, it is your duty to enquire with the Company.

2.11 Members should provide up-to-date contact details to ensure that all Programme communications are correctly delivered. Members should notify the Company immediately of any change in such contact details. However, the registered email address cannot be changed.

2.12 If, in the Company's sole opinion, a Member **abuses any of the Programme privileges**, fails to comply with any of these Terms or makes any misrepresentation to the Company, the Company shall be entitled to terminate the Member's membership and/or revoke all the Points that have been earned/accumulated by the Member.

3. Earning Point

3.1 Subject to Section 5 below, each electronic payment transaction made by the Member on or after the date of membership registration at any of the shops, outlets or restaurants at Citygate Outlets ("**Qualifying Tenant**") is eligible to earn Points (**excluding TaSTe, HK JEBN, Havaianas, Andante, Essence, Olea, Eternal East Cross-Border Coach, Exchange Express, HSBC, HSBC ATM, lockers, services at Customer Care Centre, Car Park, Hotel, temporary shops and any shops or outlets at Tung Chung Crescent, the list of temporary shop is subject to change from time to time without prior notice. For details, please contact our Customer Services Officers**). Each receipt generated from each restaurant inside Food Opera is counted as one receipt, member cannot combine receipts of restaurants inside Food Opera as one receipt.

3.2 Members will be able to **earn one Point for every HK\$1 spent**. For electronic transaction made at *Breitling, Chow Sang Sang, Chow Tai Fook, Fortress, Lukfook Jewellery, Mabelle Outlet, Mannings and TSL Jewellery* , Members will be able to **earn one Point for every HK\$10 spent. Receipts with transaction date from 24 October 2020 onwards which purchased gold pellets, grains, bars or deposits for gold saving club are excluded from membership registration or earning points.**

3.3 The Company may, at its sole discretion, offer additional bonus Points or other benefits through specified promotions to Members.

3.4 To enjoy double bonus points for valid transactions that are made during a member's month of birth, member must fill in month of birth on the member registration form. Transaction that is made before providing the month of birth cannot earn double bonus points.

3.5 Should there be any decimal place in the payment amount, it will be rounded down to the nearest dollar.

3.6 Points will be credited to Member's membership account within **5 working days** from the day of registration of eligible receipts.

3.7 There is no upper limit for Point earn per Member.

3.8 Points earned are non-transferable.

3.9 The Company reserves the right to withhold Points (which may otherwise be earned from purchases or spending) if the Company suspects such purpose or spending to be fraudulent. In such case, the Company is also entitled to suspend the Member's membership for assessment until further notice or terminate such membership.

3.10 Points have no cash value and are not exchangeable for cash. Points cannot be sold, purchased, assigned, or transferred, except as specifically provided for in these Terms or as may be permitted by the Company at its sole discretion.

3.11 Terms and conditions on earning Points may be amended by the Company at its sole discretion from time to time and will form parts of these Terms. Please refer to the updated Point balance at CLUB CG website from time to time.

3.12 The Company may, at its sole determination, deduct from Member's Points in the following situations: Any Points suspected to be fraudulently recorded or earned by Member; Any Points recorded in error; And any Points relating to a transaction which has been cancelled.

4. Point Cycle and Point Validity

4.1 The Point validity is counted on a Point Cycle (" **Point Cycle**") basis.

4.2 The 1st Point Cycle will commence from the date of the first registered receipt being approved until the end date stated below:

Date of the first registered receipt being approved	1st Point Cycle End Date
1 January to 31 March	31 March of the following year
1 April to 30 June	30 June of the following year
1 July to 30 September	30 September of the following year
1 October to 31 December	31 December of the following year

4.3 Starting from the 2nd Point Cycle onwards, each Point Cycle will always last for 12 months, i.e. if the 1st Point Cycle ends on 31 March 2021, the 2nd Point Cycle will commence from 1 April 2021 and end on 31 March 2022.

4.4 Points earned from eligible receipts and promotions from designated campaign during the Point Cycle will be valid for redemption of rewards before the Point Cycle ends.

4.5 Point balance of each cycle will be reset to zero after the end date of that cycle, unused Points will not be carried forward to the new Point Cycle.

4.6 Member can check the expiry date of Points at CLUB CG website.

5. Eligible Receipts

5.1 To earn Points, you must register with either one of the following methods **within FOURTEEN (14) days of the purchase date** as shown on the receipts, i.e. if the purchase date is 1 December, the latest eligible upload date of the receipt is 14 December:

a. Visit the Designated Concierges: present the eligible machine-printed sales receipt and matching electronic payment slip **issued by the relevant Qualifying Tenant** and which are **Eligible Receipts** (as defined at 5.2 and 5.5)

b. Via the CLUB CG website: use the "Upload Receipt" function to upload the eligible machine-printed sales receipt and matching electronic payment slip issued by the relevant Qualifying Tenant and which are Eligible Receipts (as defined at 5.2 and 5.5). However, receipts from shops that accept refund can only be handled offline at the Designated Concierges. It is the responsibility of the member to ensure that the person making the purchase must be the member himself. The company reserves the right to require members to present relevant consumption cards for verification purposes. The company has the absolute right to determine whether a member abuses the membership rights of the plan, violates the terms of the plan, or makes misrepresentation to the company, terminates the membership of the member and/or cancels the reward points earned/accumulated by the member.

5.2 "**Eligible Receipt**" means a receipt:

i. recording any purchase or spending by a Member at a Qualifying Tenant which is **HK\$100 (or more)** and is settled by electronic payment including credit card, debit card, EPS, UnionPay card, Alipay, Apple pay, Samsung Pay, Google Pay or WeChat Pay (**payment by Octopus card is not included**); and

ii. which is in its original form and machine-printed; and

iii. which states clearly the date, name of the merchant, address, spending amount and payment method.

iv. recording payment by the credit cards / debit cards / EPS / UnionPay stating the same name as the Member's Programme registered name (Note: The Company reserves the right to request the Member to present the relevant card for verification purposes).

v. recording payment by Alipay / Apple Pay / Samsung Pay / Google Pay / WeChat Pay shown on the mobile phone or uploaded on the CLUB CG website. The payment record must show date & time of transaction, shop name and spending. If members visit the Designated Concierges to earn points, the company has the right to request the member to present the corresponding payment records shown on his/her own mobile phone and the credit card linked with mobile payment account for verification purpose. Payment record in the form of screen capture or photo are not accepted.

vi. **Movie ticket stubs will not be accepted.** Members must present their original machine-printed receipt for their same-day electronic payments at the cinema.

5.3 All Eligible Receipts will be stamped upon presentation at the Designated Concierges. **Stamped receipts cannot be used for refund at the relevant shops.**

5.4 Each receipt can only be **used once** to earn Points and the amount shown on the receipt cannot be split.

5.5 For the avoidance of doubt, the following receipts shall be considered ineligible and cannot be used to register membership and/or earn Points:

- i. Receipt for purchase before the date of membership registration.
- ii. Reprinted, reused, copied or damaged receipts, standalone electronic payment receipts and hand-written receipts.
- iii. Receipts for purchase of any gift certificates, merchant vouchers or cash coupons.
- iv. Receipts of Octopus Card payment.
- v. Receipts issued in respect of a transaction that has subsequently been refunded or withdrawn.
- vi. Receipts showing purchases settled by credit notes, deposit notes, credit vouchers, payments on account in settling payments, merchants' points, merchant gift certificates or cash vouchers, stored-value cards (including Merchants' membership card), Citygate Outlets cash vouchers or mobile payment's cash coupons.
- vii. Receipts showing purchases or spending relating to banking services, telecommunications services, car parking, hotels, charity donations, stored-value cards or any value added to stored-value cards (including Merchants' membership card), topping-up of Octopus cards, deposits on merchandise and meals, banquets and private or corporate functions at restaurant.
- viii. Receipts of tips towards any spending or purchases.
- ix. Receipts of online transaction order from tenants' official channels, e.g. website, mobile application, etc
- x. Receipts of purchase gold pellets, grains, bars or deposits for gold saving club.

6. Redemption of Quarterly Rewards, Year-Round Benefits and Offers

6.1 Members may use their Points to redeem vouchers, goods or services at periods specified by the Company ("Quarterly **Reward(s)**") from time to time, or present their electronic membership card to enjoy Year-Round Benefits ("**Year-Round Benefits** ") or any other rewards and offers as specified by the Company ("**Offers**"), **subject to terms and conditions and the availability is on a first-come first-served basis**. Requests for redeeming Quarterly Rewards are subject to the Company's acceptance. If such request is accepted by the Company, the required Points for the Quarterly Reward will be deducted from the Member's account. Requests will be cancelled automatically in the event of insufficient Points.

6.2 The Quarterly Rewards, Year-Round Benefits and Offers shall be collected by Members at the Designated Concierges, or shall be collected or used by Members at the shops of the merchants responsible for the supply of such goods or services ("**Merchants**") as specified.

6.3 Quarterly Rewards, Year-Round Benefits and Offers must be collected or enjoyed by Members in person by presenting electronic membership card. The Company and participating Merchants have the right to ask members to present other identification documents or registered member personal information (if necessary) to verify their identities. Members will not be able to redeem Quarterly Rewards, Year-Round Benefits and Offers if they fail to present the aforementioned documents or information.

6.4 The Company may issue redemption letters for Quarterly Rewards, Year-Round Benefits and Offers to Members to redeem at the shops of the Merchants. Redemption letters will not be re-issued if lost or damaged. Only original hardcopy of the redemption letters will be accepted by Merchants.

6.5 Quarterly Rewards, Year-Round Benefits and Offers cannot be exchanged for cash, and requests for redeeming Quarterly Rewards, Year-Round Benefits and Offers submitted by Member cannot be changed, revoked or cancelled.

6.6 For Quarterly Rewards, Year-Round Benefits and Offers which are issued or supplied by Merchants, the Company shall not be liable for any damage or loss as a result of the use of, or arising from, any such Rewards.

6.7 Collection or usage of the Quarterly Rewards, Year-Round Benefits and Offers must be done on or before the date as specified on the redemption notification issued by the Company. Any failure on the part of Member to do so for any reason whatsoever will result in the automatic forfeiture of the Quarterly Rewards, Year-Round Benefits and Offers. For the avoidance of doubt, the Points used in the redemption of the Quarterly Rewards will not be returned or credited back to the Member notwithstanding the failure to collect or use the Rewards.

6.8 The Company shall not be responsible for the condition of the Quarterly Rewards, Year-Round Benefits and Offers, the operation of the Quarterly Rewards, Year-Round Benefits and Offers or any damage, loss or bodily injury arising from usage of the Quarterly Rewards, Year-Round Benefits and Offers. All queries (including product warranties) regarding the Quarterly Rewards, Year-Round Benefits and Offers redeemed shall be raised with the relevant Merchant directly. Any dispute concerning the Quarterly Rewards, Year-Round Benefits and Offers (quality or otherwise) shall be settled between the Member and the relevant Merchant. The Company shall not be liable for any product warranty or quality issues.

6.9 All Quarterly Rewards, Year-Round Benefits and Offers are subject to availability and restrictions may apply as to where and when the Quarterly Rewards, Year-Round Benefits and Offers be redeemed. The Company reserves the right, at its sole discretion, to discontinue a Quarterly Rewards, Year-Round Benefits and Offers or to substitute a similar Quarterly Rewards, Year-Round Benefits and Offers of equal value at any time without notice prior to that Quarterly Rewards, Year-Round Benefits and Offers being redeemed.

7. Electronic Membership Card

7.1 Members can retrieve their personal electronic membership card (the “**Membership Card**”) on the CLUB CG website.

7.2 The Membership Card is for the sole and exclusive use by the Member. The Member shall not allow or knowingly allow any other person to use the Membership Card (or any related information).

7.3 Each Member shall act in good faith, exercise reasonable care and diligence in using the Membership Card (and its related information).

7.4 Each Member shall be fully responsible for any accidental or unauthorized disclosure of the Membership Card (or any related information), and shall bear the risks of the Membership Card (and related information) being used by unauthorized persons or for unauthorized purposes.

7.5 Upon notice or suspicion of your Membership Card (or any related information) being disclosed to an unauthorized person or for unauthorized purposes, you should notify the Company in person as soon as practicable (and the Company may ask the Member to confirm in writing on any details given) and, until

the Company's actual receipt of such notification, the Member shall remain responsible for any and all use of the Membership Card by unauthorized persons or for unauthorized purposes.

7.6 The Members acknowledge and agree that they may not receive Programme instructions, information and communications immediately, on time, or in a timely manner.

8. Cancellation and Termination of Membership

8.1 If the Members decide to terminate their memberships in the Programme, they should inform the Citygate Outlets Marketing and Promotions Department in writing via the following email address: clubcg@citygateoutlets.com

8.2 Once a Member's termination of membership is accepted, all of the Member's existing Points and all Points pending approval will be immediately voided, without compensation. Points cannot be transferred to another member.

8.3 If a Member has, or the company has reasons to believe that the Member has, violated the Programme's Terms and Conditions, the Company will suspend or terminate the Member's membership, reserve the right to require the Member to return the redeemed Rewards in original condition, and take action to request compensation for any possible damage or loss caused to the Company due to the Member's violation.

9. Data Privacy and Security Policy

9.1 The Company reserves the right to photocopy and/or take photos of the machine-printed sales receipts and matching electronic payment slips, and to store the photocopies and/or photos for recording and verification purposes.

9.2 Personal data and information provided by members at membership Registration, Point registration or Rewards redemption relating to the Programme may be used by the Company for administration purpose or other purposes specified in the Personal Information Collection (" **PICS** "). Terms may be updated, revised and changed from time to time and will take effect immediately upon being posted on www.swireproperties.com/en/pics.aspx

9.3 We are committed to protecting the privacy of the personal data (" **Personal Data** ") we hold. To ensure that you can make informed decisions and feel confident about providing your Personal Data to us, we outline our practices and the choices you have concerning the collection and use of your Personal Data in the Data Privacy and Security Policy. Terms may be updated, revised and changed from time to time and will take effect immediately upon being posted on <https://www.swireproperties.com/en/data-privacy-and-security-policy.aspx>

9.4 In future, if members would like to update or change any of their personal data, please send the request through any one of the following channels:

E-mail: clubcg@citygateoutlets.com

Address: Suite 505, One Citygate, 20 Tat Tung Road, Tung Chung, Lantau, Hong Kong

9.5 Each Member has the right to opt-out from receiving direct marketing materials and communications from Citygate Outlets. Opt-out Requests should be processed in the following manner:

9.5.1 By email, telephone, fax or letter to:

- Swire Properties Management Limited or Citygate Outlets Marketing and Promotions Department
- Other staff whose contact information is included in any direct marketing materials issued or managed by SPL portfolios or appointed Data Processors.

9.5.2 By approaching our Designated Concierges in person.

10. General

10.1 The Company reserves the right to terminate or suspend the Programme or revise these Terms at any time with or without notice and without having to give any reasons for doing so. The Company may (but shall not be obliged to) give advance notice to Members in the manner it deems appropriate in the event it decides to terminate or suspend the Programme or revise these Terms.

10.2 The Company's failure to enforce a particular term herein does not constitute a waiver of that term by the Company.

10.3 The Company assumes no responsibility for any claims, losses, costs, expenses or damages of whatever nature resulting from the redemption of Rewards.

10.4 Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of Points or redemption of Rewards may result in immediate forfeiture of accumulated Points as well as termination of Member's membership.

10.5 All questions or disputes regarding the eligibility for the Programme or the Points accrual or redemption of Rewards will be determined by the Company at its sole discretion.

10.6 Notices to Members may be sent via email or regular mail or www.citygateoutlets.com.hk/ may also provide notices on changes to these Terms or other matters.

10.7 These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

10.8 The Company reserves the right to amend these Terms at any time without prior notice.

10.9 These Terms are written in English language and may be translated into other languages. In the event of discrepancies between the English and the translated version of these Terms, the English version shall apply and prevail.

11. Disclaimers

11.1 You agree to bear all risks associated with your participation in the Programme and/or the redemption and use of Rewards. The Company and the Company's officers, directors, employees, agents, contractors and affiliates (together, "**Our Representatives**") make no representations or warranties of any kind (whether express or implied):

11.1.1 on the operation, condition or quality performance of the Programme, we make no representations or warranties that the participation in and/or access to the whole or part(s) of the Programme, Programme materials, contents, information and/or functions contained therein will be provided without interruption, timely, secure and error-free.

11.1.2 on the quality of Rewards items redeemed by Member, including its merchantability, suitability or fitness.

11.1.3 that any of content of the Programme is free of virus or other harmful computer codes or components.

11.2 You will be solely responsible for any damages to your device or loss or data that results from the downloading or use of any materials or contents relating to the Programme.

11.3 Limitation of Liability: In no event shall the Company or Our Representatives be liable to you for any property damage, loss of data, computer, mobile or malfunction or force majeure events or losses or costs or any other forms of direct or indirect, special, incidental, consequential or punitive damages (including but not limited to damages for loss of profits, goodwill, data or other intangible losses even if the Company and its partner(s) have been advised of the possibility of such damage(s)) from any causes of action arising out of or relating to your participation in the Programme and/or the redemption and use of Rewards, whether arising in contract, tort (including without limitation, negligence) or otherwise, as a result of or in connection with your participation in the Programme and/or the redemption and use of Rewards, and you hereby waive any right to make such claims.