

## 'above' Loyalty Programme

### TERMS AND CONDITIONS

#### 1. The Programme

- 1.1 The **above Loyalty Programme** (the "**Programme**") is offered by **Swire Properties Limited** (the "**Company**") to Members (as defined in paragraph 2.1 below) on the terms and conditions contained herein (such terms and conditions, and as they may be amended by the Company from time to time at its sole discretion, are referred to as these "**Terms**").
- 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 The Programme is open to (i) selected guests by invitation (subject to fulfilment of invitation terms and conditions to be specified by the Company); and (ii) the general public upon reaching a Membership tier specified under paragraph 2.2 below, (together "**Eligible Applicant(s)**"). Eligible Applicants may, subject to paragraph 2.4 below, apply and become a member of the Programme ("**Member(s)**").
- 2.2 For details of the Programme membership ("**Membership**") tiers and their respective eligibility criteria (the "**Eligibility Criteria**"), please contact us at 2844 8988, or [above@pacificplace.com.hk](mailto:above@pacificplace.com.hk), or visit the designated concierge.
- 2.3 There is no joining fee for the Membership. The Eligibility Criteria may be amended by the Company from time to time at its sole discretion. The Company has the sole discretion to decide whether an individual is eligible for Membership and such decision shall be final and conclusive.
- 2.4 During the application process, Eligible Applicants may be required to submit identification documents and other documents as specified by the Company for registration and verification purposes. Failure to do so may result in a delay in the processing or a rejection of the application.
- 2.5 Upon successful registration and verification, a virtual membership card (the "**Virtual Card**") will be issued to you as a Member. You will need to download our virtual card on your mobile device to access your Membership card and review your Membership information (including your Points).
- 2.6 On earning/accumulating points for the Membership ("**Points**"), please refer to Section 4 of these Terms. The Company shall be entitled to deem that the holder of the Virtual Card has the authority to act for the Member in all matters (directly or indirectly) relating to the Programme.

- 2.7 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.
- 2.8 Members should provide up-to-date contact details, including current address, email and phone number to ensure that all Programme communications are being sent to the proper address. Members should notify the Company immediately of any change in such contact details.

### 3. Membership validity, upgrade and renewal

- 3.1 A membership year is valid for a period of 12 months from the date of commencement of your Membership or (as the case may be) your renewed / upgraded Membership according to paragraphs 3.2 below (each a "**Membership Year**").
- 3.2 Please contact us at 2844 8988, or [above@pacificplace.com.hk](mailto:above@pacificplace.com.hk), or visit the designated concierge for any renewal & upgrade details.

### 4. Earning Points

- 4.1 Subject to paragraph 4.2 below, each purchase transaction made by the Member at any of the restaurants, outlets and shops at Pacific Place Mall is eligible to earn Points. Members will be able to earn one Point for every HKD1 spent, subject to the Company's adjustment at its sole discretion from time to time without advance notice. Should there be any decimal place in the payment amount, it will be rounded down to the nearest dollar. Reward points (including any earned under the Bonus Point Reward Programme(s)) earned from Van Cleef & Arpels will be capped at 3 million reward points in every membership period. Transactions on Membership fee/Service Plan from PURE Yoga are not eligible to earn Points.
- 4.2 Points will be credited to member's account **within 48 hours** upon registration of eligible receipts.
- 4.3 Eligible Receipts
- 4.3.1 To earn Points, you must present electronic payment receipt(s) and receipt(s) issued by the relevant Qualifying Tenant and which are **Eligible Receipt(s)** (as defined under sub-paragraph 4.3.2 below) at the designated concierge or VIP Lounge at Pacific Place Mall **within FOURTEEN (14) days** of the purchase date as shown on the receipts. The Company may, at its sole discretion, offer additional bonus Points through specified promotions or other benefits to Members.
- 4.3.2 "**Eligible Receipt**" means a receipt:

- recording any purchase or spending by a Member at a Qualifying Tenant which is HKD100 (or more) and is settled by electronic payment (including credit card and EPS), and
  - which is in its original form and machine-printed, and
  - recording payment by the credit cards/debit cards/ EPS/UnionPay stating the same name as the Member's name as registered with the Programme (Note: the Company reserves the right to request the Member to present the relevant card for verification purposes).
- 4.3.3 Each receipt can only be used once to earn Points and the amount shown on the receipt cannot be split.
- 4.3.4 All Eligible Receipts will be stamped upon presentation. Stamped receipts cannot be used for refund at the relevant shops.
- 4.4 The following purchases or spending cannot be used to earn Points:
- 4.4.1 Purchases of gift certificates, merchant vouchers or cash coupons are not eligible.
- 4.4.2 Any purchases or spending relating to banking services, telecommunications services, car parking, hotels, charity donations, exchange or refund receipts, stored-value cards or any value added to stored-value cards, deposits on merchandise and meals, reloading of Octopus Card at any tenants, and private or corporate functions at restaurant, outlets or shops at Pacific Place Mall or One Pacific Place, Two Pacific Place, Three Pacific Place or Starstreet Precinct.
- 4.4.3 Tips will not be counted towards any spending or purchases.
- 4.5 In the case of dispute, the Company reserves the right to request the Member to submit further documents or evidence of the spending in relation to an Eligible Receipt for verification.
- 4.6 Points are not transferable to another Member.
- 4.7 For the avoidance of doubt, the following receipts shall be considered invalid:
- 4.7.1 Reprinted or copied or duplicated receipts, standalone credit card receipts, hand-written receipts, or deposit receipts.
- 4.7.2 Receipts for purchase of any gift vouchers or coupons.
- 4.7.3 Receipts using credit notes, deposit notes, credit vouchers or payments on account in settling payments.
- 4.7.4 Receipts issued in respect of a transaction that has subsequently been refunded or withdrawn.
- 4.7.5 Receipts showing only a payment or deposit or partial payment.
- 4.7.6 Receipts showing purchases settled by gift vouchers.

- 4.8 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.
- 4.9 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.
- 4.10 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 any updated notice to be issued by the Company through various communication channels from time to time.

## 5. Redemption of Rewards

- 5.1 Members may use their Points to redeem vouchers, goods or services as specified by the Company from time to time ("**Reward(s)**"), subject to availability on a first-come first-served basis. Requests for redeeming Rewards are subject to the Company's acceptance. If such request is accepted by the Company, the required Points for the Reward will be deducted from the Member's account. Requests will be cancelled automatically in the event of insufficient Points.
- 5.2 For Rewards in the form of Vouchers, they shall be collected by Members at the designated redemption counter / VIP lounge. For Rewards in the form of physical goods or services, they shall be collected or used by Members at the shops of the merchants responsible for the supply of such goods or services ("**Merchants**").
- 5.3 Rewards cannot be exchanged for cash, and requests for redeeming Rewards submitted by Member cannot be revoked or cancelled.
- 5.4 For Rewards which are issued or supplied by Merchants, the Company shall not be liable for any loss or damage as a result of the use of, or arising from, any such Rewards.
- 5.5 Collection of the Rewards 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 Reward concerned. For the avoidance of doubt, the Points used in the redemption of the Reward will not be returned or credited back to the Member notwithstanding the failure to collect the Reward or in the case of Vouchers, if the Redemption notification letter was undeliverable for any reason attributable to the Member's own fault (e.g. furnishing an incorrect delivery address to the Company) or negligence.
- 5.6 The Company shall not be responsible for the condition of the Reward, the operation of the Reward or any damage, loss or bodily injury arising from usage of the Reward. All queries (including product warranties) regarding the Reward redeemed shall be raised with the relevant Merchant directly. Any dispute concerning the Rewards (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.

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

## **6. Expiry or deduction of Points**

- 6.1 Points will remain valid for 12 months within the Membership Year.
- 6.2 The Company may, at its sole determination, deduct from Member's remaining Points in the following situations:
- 6.2.1 Any Points suspected to be fraudulently recorded or earned by Member;
  - 6.2.2 Any Points recorded in error; and
  - 6.2.3 Any Points relating to a transaction which has been cancelled.

## **7. Programme Website and Virtual Card**

- 7.1 The Virtual Card is for the sole and exclusive use by the Member. The Member shall not use or knowingly allow any other person to use the Virtual Card (or any related information).
- 7.2 You acknowledge that there may be a time lag in transmission of instructions, information or communication relating to the Programme.
- 7.3 You shall act in good faith, exercise reasonable care and diligence in keeping your Virtual Card (and its related information).
- 7.4 You shall be fully responsible for any accidental or unauthorised disclosure of your Virtual Card (or any related information) and shall bear the risks of your Virtual Card (and any related information) being used by unauthorised persons or for unauthorised purposes.
- 7.5 Upon notice or suspicion of your Virtual Card (or any related information) being disclosed to any unauthorised person or for unauthorised 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 Virtual Card by unauthorised persons or for unauthorised purposes.
- 7.6 The welcome email shall be deemed to have been received by you after registration. If you have not received such email, it is your duty to enquire with the Company.

7.7 None of the Company or any information provider warrants or represents that the Virtual Card and related information is free from virus or other destructive features which may adversely affect the Member's devices, including its hardware, software and/or equipment.

## 8. **above members only VIP lounge**

- 8.1 Only eligible **above Black** members are allowed to access the above members only VIP lounge (the 'lounge').
- 8.2 Each member must present a valid membership card in order to access the Lounge.
- 8.3 Each **above Black** member may bring a maximum of one guest for every visit to the Lounge. The guest must be accompanied by the Member at all times in the Lounge. Definition of a guest is any adult aged 18 or above.
- 8.4 The one official registered additional person on each **above Black** member's account is allowed unaccompanied access to the lounge. Privileges for this additional member are limited to lounge services only.

## 9. **Data Privacy and Security Policy**

We are committed to protecting the privacy of the personal data we hold. Our Data Privacy and Security Policy, as amended from time to time, may be accessed at [www.swireproperties.com/en/pics.aspx](http://www.swireproperties.com/en/pics.aspx)

## 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 above.pacificplace.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 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.