

'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 only; and (ii) the general public upon reaching a Membership (as defined in later part of paragraph 2.1) tier specified under paragraph 2.4 below, (together "**Eligible Applicant(s)**"). Eligible Applicants may, subject to paragraph 2.4 below, apply and become a Member of the Programme ("**Member(s)**") and start owning a Membership (the "**Membership**").
- 2.2 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.
- 2.3 Any individual must be aged 18 or above to join the Programme.
- 2.4 Membership Tier

There are five tiers of the Membership: Pre-Member, **above Blue**, **above Gold**, **above Platinum** and **above Black**. Each Member can hold only one Membership at a time.

By registering the receipts from eligible spending specified under paragraph 5.2 below, Eligible Applicants will be enrolled to the following Membership tier if they fulfill the requirement below:

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| Pre-Member | Upon above account's registration at the Pacific Place Level L2 Concierge Desk, via Pacific Place Mobile App (the " Mobile App ") and/or the Member Portal, then complete the email verification process to activate the account |
| above Blue | HK\$5,000 annual cumulative spending upon becoming Pre-Member |
| above Gold | Same day spending of HK\$40,000 OR HK\$200,000 annual cumulative spending upon becoming above Blue Member |
| above Platinum | HK\$500,000 annual cumulative spending upon becoming above Gold Member |
| above Black | By invitation only |

- 2.5 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.
- 2.6 Upon successful information verification and registration, a welcome email and an account activation email will be sent to you as a Member confirmation. You will need to download the Mobile App, and/or log-in the Member Portal to access your digital Membership card and review your Membership information, including but not limited to your Points (as defined under the paragraph 4.3) and tier updates, transaction and redemption activities, messages from the Pacific Place Mall and the Programme etc..
- 2.7 On earning/accumulating Points for the Membership, please refer to Section 4 and Section 5 of these Terms. The Company shall be entitled to deem that the user of the Mobile App and/or the Member Portal has the authority to act for the Member in all matters (directly or indirectly) relating to the Programme.
- 2.8 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.
- 2.9 Members should provide up-to-date contact details, including current 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. The Company shall not be liable for any potential or actual loss, claims or damages in any form incurred by the Member arising directly or indirectly from the lack of accurate and up-to-date contact details.
- 2.10 The Programme is available for shoppers only, and not for the benefit of any staff of any Participating Merchants in which the Members' spending in the Merchant shall be eligible in earning Points as specified under paragraph 5.1 ("**Participating Merchants**"). Participating Merchants' staff are not allowed to participate in the Programme. Should any Participating Merchants' staff present receipts in an attempt to apply for a Membership, or any benefits or entitlements of Programme, we will request the Participating Merchants' Shop Managers or Participating Merchants' Marketing Head or Human Resources personnel or equivalent for verification. Once a Member is verified as a staff of any Participating Merchant, the Member will be deemed to have abused the Programme Terms and being subject to the policy specified as under paragraph 2.8.

3. Membership validity, upgrade, and renewal

- 3.1 There are 4 fixed end dates of Membership tier period every calendar year: 31 March, 30 June, 30 September and 31 December. For membership's upgrade, downgrade, and renewal, please refer to later parts as specified in this session.
 - For the newly upgraded tier Membership which is in a tier higher than the previous Membership tier, the Membership tier period is valid for the quarter of commencement of your upgraded Membership plus a full 4-calendar-quarter period starting from the quarter END of commencement, i.e., if the date of being upgraded to a higher tier is on 1 October 2021, the current Membership tier will be expired on 31 December 2022.
 - For renewed tier Membership in the same tier as the previous tier, and/or downgrade to a tier lower than the previous Membership tier, the Membership tier period is valid for a maximum of 4-calendar-quarter period starting from the quarter BEGINNING of commencement of your renewed/downgraded Membership, i.e., if the date of renewal as/downgrade from the previous tier is on 1 October 2021, the current Membership tier will be expired on 30 September 2022.

- 3.2 **above Blue** Members will be upgraded to **above Gold** when the Members have accumulated HK\$200,000 annual cumulative spending, which is equal to 200,000 Membership Tier Points (defined as in paragraph 4.1 below), within a Membership tier period as being an **above Blue** Member.
- 3.3 Pre-Members and **above Blue** Members could also be upgrade to **above Gold** when the Members have spent HK\$40,000 within 1 single calendar day. **above Blue** Members will be upgraded to **above Gold** by either meeting the criteria as specified under paragraph 3.2 or 3.3, accordingly to whichever criteria is first met according to the Programme’s internal record.
- 3.4 **above Gold** Members will be upgraded to **above Platinum** when the Members have accumulated HK\$500,000 annual cumulative spending, which is equal to 500,000 Membership Tier Points, within a Membership tier period as being an **above Gold** Member.
- 3.5 In case of any movement of tiers during the Membership tier period, the new Membership tier period will become effective with the Membership validity updated according to the nature of the tier movement as illustrated in the example specified under paragraph 3.1.
- 3.6 The renewal of Membership for different Membership tiers will be determined by the required Membership Tier Points accumulated within the current Membership tier period.

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| Pre-Member | No renewal requirement. |
| above Blue | HK\$5,000 annual cumulative spending (which equals 5,000 Membership Tier Points) before the end of the current above Blue Membership tier period. |
| above Gold | HK\$200,000 annual cumulative spending (which equals 200,000 Membership Tier Points) before the end of the current above Gold Membership tier period. |
| above Platinum | HK\$500,000 annual cumulative spending (which equals 500,000 Membership Tier Points) before the end of the current above Platinum Membership tier period. |
| above Black | Renewal of Membership will be decided by the Company at its sole discretion. |

- 3.7 Please contact Pacific Place **above** Team at 2844 8988 or email to above@pacificplace.com.hk, or visit the Pacific Place Level L2 Concierge Desk for any renewal and upgrade details.

4. Membership Tier Points and Redemption Points

- 4.1 Membership Tier Point (“**Membership Tier Point(s)**”), which is equivalent to the annual cumulative spending by the end of the current Membership tier period.

It refers to the points eligible for Membership upgrade or renewal defined in section 3. Membership Tier Points are calculated by spending after enrolling to a Membership tier, i.e. spending accumulated to achieve your most recent tier status is excluded. Furthermore:

- The validity of Membership Tier Point is according to as defined in section 3.1, which is always in sync with the Member’s current Membership tier period; and
- Membership Tier Point balance will be reset to zero and will not be carried forward to the new Membership tier period.

- 4.2 Redemption Point (“**Redemption Point(s)**”), which is commonly referred as the **above** point(s).

It refers to the points eligible for redeeming Rewards defined in section 6.1 and is calculated by all approved spending in Member’s account and points rewarded from designated promotion campaigns by Pacific Place. Furthermore:

- The Redemption Point's point cycle will be commenced from the day of Member profile creation until the end of the fourth calendar quarter; Hence, the cycle period is determined by the date of Member profile creation and will not be affected by Membership tier movement in the Programme;
- Redemption Points earned from eligible receipts (as defined in section 5.2) and promotion from designated campaign during the point cycle will be valid for redemption of rewards before the point cycle ended; and
- Redemption Point balance will be reset to zero and unused Redemption Points will be forfeited and will not be carried forward to the new point cycle.

4.3 The Membership Tier Point and Redemption Point are jointly referred as the Point(s) ("**Point(s)**").

5. Earning Points

5.1 Subject to the paragraphs below, each purchase transaction made by the Member at any of the Participating Merchants including restaurants, outlets and shops at Pacific Place Mall, and dining from Salisterra at The Upper House (effective from 1st October 2021), is eligible to earn Points. Members will be able to earn one Point for every HK\$1 spent, while the Company reserves the sole discretion to change or modify the amount of Points to be earned from spending at any time without prior notice. Redemption Point earned from Van Cleef & Arpels will be capped at 1 million **above** points for each eligible receipt, subject to the Company's adjustment at its sole discretion from time to time without notice. Should there be any decimal place in the payment amount, it will be rounded down to the nearest dollar. Points (only applicable to the Membership Tier Point and basic Redemption Points) will be credited to Member's account **within 7 working days** upon registration of eligible receipts.

5.2 Eligible Receipts

5.2.1 To earn Points, you must present electronic payment receipt(s) and receipt(s) issued by the relevant Participating Merchants and which are Eligible Receipt(s) (as defined under subparagraph 5.2.2 below) at the Pacific Place Level L2 Concierge Desk or the **above** Lounge at Level 4 (only for **above Black** Members), or submit through the Mobile App or the Member Portal **within FOURTEEN (14) days** of the purchase date as shown on the receipts.

5.2.2 "**Eligible Receipt**" means a receipt that:

- recording any purchase or spending by a Member at a Participating Merchant which is HK\$100 or more, and is settled by electronic payment including credit card, debit card, EPS, Apple Pay, Android Pay, Samsung Pay, Alipay, WeChat Pay, Tap & Go, Octopus card etc. (payment by cash is not accepted)(the "**Eligible Spending**"); and
- which is in its original form and machine-printed; and
- recording payment by the credit cards/debit cards/EPS (Note: The Company reserves the right to request the Member to present the relevant payment card stating the same name as the Member's name as registered with the Programme for verification purposes); or
- recording payment by Apple Pay/Android Pay/Samsung Pay/Alipay/WeChat Pay/Tap & Go/Octopus card etc. (Note: Members are required to present the screenshot of corresponding payment records' account information matching with that of the account information shown on his/her own mobile device. The Company reserves the right to request the Member to present the relevant payment card stating the same name as the Member's name as registered with the Programme linked with payment account for verification and points upload purpose).

- 5.2.3 Each receipt can only be used once to earn the Points, and the amount shown on the receipt cannot be split.
- 5.2.4 All Eligible Receipts will be stamped upon presentation at the Concierge Desk or **above** lounge (only for **above Black** Members). Stamped receipts cannot be used for refund at the relevant shops.
- 5.3 The following purchases or spending cannot be used to earn Points:
 - 5.3.1 Purchases of gift certificates, merchant vouchers or cash coupons.
 - 5.3.2 Any purchases or spending relating to banking services, telecommunications services, car parking, hotels (including hotel stay packages covering Salisterra dining from The Upper House), 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, banquets and private or corporate functions at restaurants, outlets or shops at One & Two Pacific Place Office Tower, Three Pacific Place and Starstreet Precinct.
 - 5.3.3 Tips towards any spending or purchases.
 - 5.3.4 Transactions on Membership fee/Service Plan such as PURE Yoga and Challenger.
 - 5.3.5 Online transaction order from tenants' website except BVLGARI, Gucci, and Harvey Nichols (applicable to delivery to Pacific Place store ONLY).
- 5.4 Online receipt upload via the Mobile App and/or Member Portal are not available for shops which accept refund:
Burberry, COS, Devialet, ARMANI beauty, Lane Crawford Home, Lululemon, Tiffany & Co., Vilebrequin, Watson's Wine Cellar and Zara.
- 5.5 In the case of dispute, the Company reserves the right to request the Member to re-submit the original receipts or submit further documents or evidence of the spending in relation to an Eligible Receipt for verification. Members should keep the original receipts submitted until Points have been confirmed.
- 5.6 Points are not transferable to another Member.
- 5.7 For the avoidance of doubt, the following receipts shall be considered invalid:
 - 5.7.1 Reprinted or copied or duplicated receipts, standalone credit card receipts, hand-written receipts, or deposit receipts.
 - 5.7.2 Receipts for purchase of any gift vouchers or coupons.
 - 5.7.3 Receipts using credit notes, deposit notes, credit vouchers or payments on account in settling payments.
 - 5.7.4 Receipts issued in respect of a transaction that has subsequently been refunded or withdrawn.
 - 5.7.5 Receipts showing only a payment of deposit and/or partial payment.
 - 5.7.6 Receipts showing purchases settled by gift vouchers.
- 5.8 The Company reserves the right to withhold awarding 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.

- 5.9 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.
- 5.10 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.
- 5.11 The Company may, at its sole determination, deduct from Member's Points in the following situations:
- 5.11.1 Any Points suspected to be fraudulently recorded or earned by Member;
 - 5.11.2 Any Points recorded in error; and
 - 5.11.3 Any Points relating to a transaction which has been cancelled and/or refunded.

6. Redemption of Rewards

- 6.1 Members may use their Redemption 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 Redemption Points will be deducted from the Member's account. Requests will be cancelled automatically in the event of insufficient Redemption Points and/or the Redemption item is no longer available to redeem.
- 6.2 For Rewards in the form of **above** Gift Vouchers, they shall be collected by Members at the designated redemption counter and/or the **above** lounge at Level 4 (only for **above Black** Members). For Rewards in the form of shop-specific vouchers, goods or services including physical and/or digital forms, they shall be collected or used by Members either at the designated redemption counter and/or the **above** lounge at Level 4 (only for **above Black** Members), or at the shops of the merchants responsible for the supply of such shop-specific vouchers, goods or services ("**Merchants**") as stated in the pick-up/actualisation location specified in the shop-specific vouchers, goods or services' redemption details.
- 6.3 Rewards cannot be exchanged for cash, and requests for redeeming Rewards submitted by Member cannot be revoked or cancelled.
- 6.4 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.
- 6.5 Redemption of the Rewards must be submitted to the Company on or before the date as specified on the Redemption item's available for redemption period. Collection and utilisation 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 Redemption Points used in the redemption of the Reward will not be returned or credited back to the Member notwithstanding the failure to collect and/or utilise the Reward or in the case of Vouchers.
- 6.6 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.

- 6.7 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 and/or to substitute any Reward at any time without notice prior.

7. Membership Card, the Mobile App and the Member Portal

- 7.1 The Membership Card stored at the Pacific Place Mobile App and/or the Member Portal (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).
- 7.2 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 Membership Card (and its related information).
- 7.4 You shall be fully responsible for any accidental or unauthorised disclosure of your Membership Card (or any related information) and shall bear the risks of your Membership Card (and any related information) being used by unauthorised persons or for unauthorised purposes.
- 7.5 Upon notice or suspicion of your Membership 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 Membership Card by unauthorised persons or for unauthorised purposes.
- 7.6 The welcome email and account activation email shall be deemed to have been received by you after registration. If you have not received such email, please feel free to contact us at 2844 8988 or email to above@pacificplace.com.hk for assistance.
- 7.7 None of the Company or any information provider warrants or represents that the Membership 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. The above Lounge

- 8.1 Eligible **above Black** Members can access the **above** lounge on a complimentary basis with specific allowable quota per respective Programme's [Tiers and Benefits](#), which may be changed by the Company from time to time at its sole discretion without prior notice. The visit can be accompanied by one guest only (aged 18 or above) of the Member.
- 8.2 Each Member must present a valid Membership Card for access into the **above** lounge.

9. Personal Data Collection and Data Protection

- 9.1 The Company reserves the right to photocopy and/or take photos of the machine-printed receipts and matching electronic payment sales 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/>

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: above@pacificplace.com.hk

Address: Suite 1801, 18/F, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong

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

9.5.1 By email, telephone, fax or letter to:

- Swire Properties Limited or Pacific Place Marketing and Promotions Team; or
- 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 clicking “Unsubscribe” in email sending from Swire Properties Limited.

9.5.3 By approaching the Pacific Place Customer Service Counter and/or the **above** lounge (only for **above Black** Members) 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 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.