

## '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 2.5 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 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 Members must be aged 18 or above to join the Programme.
- 2.4 Type of membership

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

By registering the receipts from eligible spending specified under paragraph 4.3 below, guest will be enrolled to the following membership tier if they fulfill the requirement below:

**Pre-member** – single spending of HK\$100 or above

**above Blue** - Same day spending of HK\$5,000 or cumulative spending of HK\$7,500 within any 60 days

**above Gold** - Same day spending of HK\$40,000 or cumulative spending of HK\$90,000 within 60 days upon joining as **above Blue**

**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 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).
- 2.7 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.
- 2.8 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 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.
- 2.10 The programme is available for shoppers only, and not for the benefit of any staff of any Participating Merchants. Participating Merchants’ staff members are not allowed to participate in the programme. Should any Merchants’ employee present receipts in an attempt to apply for programme, or any benefits or entitlements of programme, we will ask the Participating Merchants’ Shop Managers or Participating Merchants’ Marketing Head or human resources personnel for verification. Staff of Swire Properties Limited’s Marketing and Promotion team is not eligible to join the programme for points registration.

**3. Membership validity, upgrade and renewal**

- 3.1 There are 4 fixed end date of Membership tier period each year: 31 March, 30 June, 30 September and 31 December. A Membership tier period is valid for 4-calendar quarters period starting from the quarter of commencement of your Membership (except for Pre-member) i.e. if the date of join is 1 October 2017, the membership will be expired on 31 Dec 2018.
- 3.2 **above Blue** members will be upgraded to **above Gold** when accumulated over 90,000 Membership tier points (“**Membership Tier Points**” as defined in 6.1 below) in first 60 days since joining **above Blue** or 200,000 Membership Tier Points within a Membership tier period.

- 3.3 In case of any movement of tiers during the Membership tier period, the new Membership tier period will be taken in place and valid for 4-calendar quarter starting from the commencement date of the new membership tier.
- 3.4 The renewal of Membership will be determined by the required Membership Tier Points (“**Membership Tier Points**” as defined in 6.1 below) within a Membership tier period.
- Pre-member – No renewal requirement. If pre-member fails to upgrade to **above Blue** member within membership year, they will be dropped out from the programme.
- above Blue** - No renewal requirement. Membership will be auto-renewed by the end of a membership tier period
- above Gold** – 200,000 Membership Tier Points before the end of membership tier period
- above Black** –Renewal of membership will be on decision by the Company at its sole discretion.
- 3.5 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 (points earned from Van Cleef & Arpels will be capped at 1 million reward points for each eligible receipt), 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. Points will be credited to member’s account **within 48 hours** upon registration of eligible receipts.
- 4.2 Point Validity
- 4.2.1 A Point cycle will be commenced from the day of first registered receipt until the end of the fourth calendar quarter i.e. when the first transaction is added to member’s account on 1 Oct 2018, the point cycle will be commenced from 1 October 2018 to 31 December 2019.
- 4.2.2 Points earned from eligible receipts and promotion from designated campaign during the point cycle will be valid for redemption of rewards before the point cycle ended.

- 4.2.3. Point balance will be reset to zero and unused points will not be carried forward to the new point cycle
- 4.2.3 Point cycle period is determined by the date of first registered receipt and will not be affected by membership tier movement in the programme

#### 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 the 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, debit card, EPS, Alipay, Apple pay, Andriod pay and WeChat pay (Payment by Octopus card is not included), 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).
- recording payment by Alipay/Apple pay/Android pay/WeChat pay, members are required to present corresponding payment records and device account number shown on his/her own mobile device, together with the credit card linked with payment account for verification purpose

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, banquets 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 towards any spending or purchases.
- 4.4.4 Transactions on Membership fee/Service Plan from PURE Yoga
- 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.
- 4.11 The Company may, at its sole determination, deduct from Member's tier Points in the following situations:
  - 4.11.1 Any Points suspected to be fraudulently recorded or earned by Member;
  - 4.11.2 Any Points recorded in error; and
  - 4.11.3 Any Points relating to a transaction which has been cancelled.

## 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/ 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. **Membership Tier Points and Point for Redemption**

- 6.1 Membership Tier Point

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 tier status is excluded. The validity of Membership tier point is according to the Membership tier period defined in section 3.1

#### 6.2 Point for redemption

It refers to the points eligible for redeeming Rewards defined in section 5.1 and is calculated by spending from all registered receipt in member's account, bonus points from designated promotion campaign by Pacific Place and manual point adjustment. The validity of Point for redemption is according to the Point Cycle defined in section 4.2

### **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. Pavilion Lounge

- 8.1 Eligible **above Black** members are allowed to access the Lounge – Pavilion on a complimentary basis while **above Gold** members can redeem lounge access with points.
- 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. Personal Data Collection and Data Protection

- 9.1 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](http://www.swireproperties.com/en/pics.aspx)
- 9.2 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 <http://www.swireproperties.com/en/privacy-statement.aspx>
- 9.3 For any changes in personal information collected in the Programme, members are required to submit a written request to [above@pacificplace.com.hk](mailto:above@pacificplace.com.hk)
- 9.4 Each Member has the right to opt-out from receiving direct marketing materials and communications from Pacific Place. Member may deliver a written opt-out request by email to [above@pacificplace.com.hk](mailto:above@pacificplace.com.hk) or click the unsubscribe link from our email communication.
- 9.5 Opt-out Requests should be processed in the following manner:
  - 9.5.1 By email, telephone, SMS, fax or letter to:
    - Swire Properties Limited or Pacific Place Marketing and Promotions Team
    - 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 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](http://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.