

**TERMS AND CONDITIONS IN RESPECT OF**

**THE FOREST - Shanghai Pudong Development Bank Visa Credit Card Promotion 2023**

**(From 4 February 2023 to 31 March 2023) (both days inclusive)**

**1 Applicable Activity**

By participating in the activity organized by K11 Loyalty Program Limited (“**KLUB 11**”) and New World Investments Limited as set out in Clause 2 below (the “**Activity**”), a participant is deemed to have read, understood and agreed to the terms and conditions applicable to the Activity (“**Terms and Conditions**”).

**2 Details of the Activity**

**Activity:** THE FOREST - Shanghai Pudong Development Bank Visa Credit Card Promotion 2023

**Promotion Period:** 4 February 2023 – 31 March 2023 (both days inclusive)

**Place of Redemption:** Concierge, 2/F, THE FOREST

**Redemption Hours:** 10:30AM – 10:30PM

**2.1 Promotional Offer :**

During the Promotion Period, participants who are both KLUB 11 Members and K Dollar Program Hong Kong Members and have bound their respective KLUB 11 Membership with their corresponding K Dollar Program account (“**Members**”), subject to these Terms and Conditions, may redeem the following reward (“**Reward**”) on the date of transaction upon reaching the designated same-day spending at merchants of THE FOREST with the same Eligible Credit Card:

Reward:

Members may redeem following Reward on the date of Eligible Transaction upon reaching the designated same-day electronic spending at THE FOREST:

<b>Cumulative Same-Day Spending Amount</b>	<b>Reward by spending with Eligible Credit Card</b>
HK\$3,000 or above	166 K Dollars

Same-day electronic spending is calculated based on a minimum of 1 and a maximum of 4 Eligible Receipts issued by the merchants at THE FOREST and each Eligible Receipt must contain a minimum spending of HK\$50, excluding spending by K Dollar(s) and/or K11 physical / electronic gift voucher(s) and/or any physical / electronic gift voucher(s) issued by merchants.

In case of more than four (4) Eligible Receipts are registered by a Member on the same day during the Promotion Period, the four (4) Eligible Receipts with the highest spending amount will be taken into account for the purpose of redeeming the Reward.

To redeem the Reward, Members must register their spending on the date of Eligible Transaction by presenting the Eligible Receipts and the corresponding original electronic payment slips at the Concierge, 2/F, THE FOREST from 10:30am to 10:30pm.

### **3 Redemption Restrictions**

- 3.1** Each participant is required to first become a Member of KLUB 11 in order to redeem the Reward if he/she is not an existing Member. Each Member must also first register as a K Dollar Program Member, and bind their KLUB 11 Membership with their corresponding K Dollar Program account to redeem the Reward.
- 3.2** The Reward can only be redeemed on the day of Eligible Transaction and can only be redeemed once on the same day and a maximum of 3 times in total during the entire Activity Period.
- 3.3** Members are required to use the same Eligible Credit Card when making Eligible Transactions to redeem the Reward in order to reach the designated Cumulative Same-Day Spending Amount on the date of Eligible Transactions.
- 3.4** Eligible Receipts marked by KLUB 11 cannot be used again for redeeming gifts/rewards from the other promotions at THE FOREST.
- 3.5** The Rewards/quantity of the Rewards may vary during the Promotion Period.
- 3.6** All Eligible Receipts must be issued from merchants of THE FOREST.
- 3.7** Use of K Dollars is subject to the terms and conditions of KLUB 11 Loyalty Programme and K Dollar Program. KLUB 11 Loyalty Programme Terms and Conditions refers to <https://klub-11.com/zh-hk/program-terms-and-conditions/>. K Dollar Program Terms and Conditions refers to <https://www.krewards.com/zh-hk/program-terms-and-conditions>.

### **4 Special Terms and Conditions applicable to the Activity**

#### **4.1 Terms Used**

- 4.1.1** “**Eligible Credit Card**” refers to any primary, combined additional, separate additional credit cards or Visa credit cards issued by Shanghai Pudong Development Bank Visa credit card in China (and its successors and assigns).
- 4.1.2** “**Eligible Receipt**” means an original machine-printed receipt issued by a merchant at THE FOREST on the date of redemption for an Eligible Transaction. KLUB 11 does not accept any photocopied or hand-written receipts and reserves the right not to accept any receipts that KLUB 11 suspects to be invalid, forged or issued not for genuine transactions or on other grounds without any need for explanation.
- 4.1.3** “**Eligible Transaction**” means a consumer transaction between a Member and any designated merchant at THE FOREST using the Eligible Credit Card through the Approved Gateway but excludes:
- a) Any single spending below HKD50;
  - b) Any cash payment;
  - c) Purchase of any kinds of membership(s);
  - d) Purchase of pre-paid items, cash vouchers, gift cards or coupons, stored value cards or pre-paid cards;
  - e) Purchase of show/event/exhibition tickets;
  - f) Payments using K Dollars and/or K11 physical or electronic gift vouchers;
  - g) Payments using cash vouchers, gift cards, gift coupons, stored value cards or pre-paid cards of merchants at THE FOREST;
  - h) Adding value to Octopus cards, stored value cards or pre-paid cards;
  - i) Currency exchange;
  - j) Any online transactions with THE FOREST Merchants;
  - k) Any bank transactions;
  - l) Charity donations;
  - m) Any bill payment (including but not limited to payment of telecommunication or utility bills); and
  - n) Any other transactions as specified by KLUB 11 from time to time (with or without prior notice).
- 4.1.4** “**Approved Gateway**” means transaction by credit cards through Visa net only. Any transaction through CUP or other third-party payment account(s) or gateway(s) (including but not limited to Alipay, WeChat Pay, etc) are not eligible for this program.
- 4.1.5** Other terms not defined in these Terms and Conditions shall have the same meanings as defined in the KLUB 11 Programme Terms and Conditions.

## **4.2 Registration of Eligible Transactions**

**4.2.1** For the purpose of calculating the Eligible Transactions spending, all Eligible Transactions spending is required to be registered in accordance with the KLUB 11 Loyalty Programme Terms and Conditions.

**4.2.2** A Member shall forthwith inform KLUB 11 of any transaction where Benefits (as defined in the KLUB 11 Loyalty Programme Terms and Conditions) / K Dollars have been earned/obtained/redeemed but such transaction is subsequently cancelled, refunded or reversed for whatever reasons. In such circumstances, if the Member fails to inform KLUB 11 but it has come to the knowledge of KLUB 11 of those cancelled, refunded or reversed transaction(s), then either: (a) the Member shall pay to KLUB 11 forthwith upon notice from KLUB 11 for the value of the Benefits, which value shall be determined by KLUB 11 in its sole and absolute discretion; or (b) KLUB 11 shall be entitled to deduct the Benefits/K Dollars earned from the said transaction(s) from his/her account. The Member agrees that the aforesaid payment by the Member to KLUB 11 is an agreed liquidated damages but not a penalty.

## **4.3 Credit and Validity Period of K Dollars**

K Dollars redeemed under Reward will be credited to the account of the Members in the form of K Points. The equivalent amount of K Points for the successfully registered spending will be credited into the Member's corresponding account immediately. The K Points credited are valid until 31 March 2024.

## **4.4 Copying Eligible Receipts**

KLUB 11 has the right to make an electronic copy of each Eligible Receipt presented to KLUB 11 in the course of redemption and keep the electronic copies for audit purpose.

## **4.5 Marking on Eligible Receipts**

KLUB 11 has the right to make any marks on each Eligible Receipt presented to KLUB 11 in the course of redemption. Eligible Receipts marked by KLUB 11 cannot be used again for redeeming gifts / rewards from other promotions.

## **4.6 Verification of Identity**

Members are required to present his or her KLUB 11 and K Dollar Program e-membership card and show the linkage of the two memberships for verification at the time of redemption.

## **4.7 Limited Stock**

The Rewards are offered on a first-come-first-served basis while stocks last.

## **4.8 No Exchange**

The Rewards cannot be exchanged for cash or other gifts.

#### **4.9 No Liability**

KLUB 11 does not warrant that the products and services offered by individual merchants or redeemed by the participants in the Activity are of any merchantable quality or fit for any purpose, and disclaims all liability in relation to such products and services. Any participant in the Activity shall waive all his/her rights and interests, if any, of any natures to pursue against KLUB 11.

#### **4.10 Termination of the Activity**

KLUB 11 has the right to suspend, terminate or cancel the Activity at any time without any prior notice.

### **5 General Terms and Conditions applicable to the Activity**

#### **5.1 Amendment**

KLUB 11 has the right to amend any of these Terms and Conditions at any time without any prior notice.

#### **5.2 Interpretation**

KLUB 11 has the right to interpret these Terms and Conditions. In case of disputes, the decision of KLUB 11 will be final and binding on all parties concerned.

#### **5.3 English Version Prevails**

The Chinese version of these Terms and Conditions are for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version shall prevail.

#### **5.4 Governing Laws**

These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region.

Issued by K11 Loyalty Program Limited on 3 February 2023.