

**THE FOREST August Surprise
TERMS AND CONDITIONS**

1. Applicable Activity

By participating in the activity (the "Activity") organized by New World Investments Limited ("NWIL") as set out in clause 2 below, a participant is deemed to have read, understood and agreed to the terms and conditions applicable to the Activity ("Terms and Conditions").

2. The Details of The Activity

- a) Activity: THE FOREST August Surprise
- b) Activity Period: From 1 August 2023 until 31 August 2023 (the "Period")
- c) Time: 10:30 - 22:30

During the Period, participants who are both KLUB 11 Hong Kong Members and K Dollar Program Hong Kong Members and have bound their respective KLUB 11 Hong Kong Membership with their corresponding K Dollar Program Hong Kong account ("Members") may redeem the following offer ("Offer") upon scanning the QR code on the designated promotional materials at THE FOREST or in the designated EDM sent by THE FOREST via 'K11 HK' Mobile App.

Offer
1 piece of THE FOREST HK\$50 Discount e-Voucher (Each HK\$50 e-Voucher can be used upon spending of HK\$800 or above (net amount))

Redemption Restrictions

- i. Each Member is entitled to redeem the Offer only once during the Period.
- ii. Offer will be credited to the member's account of KLUB 11 Hong Kong in electronic form, and the usage of Discount e-Voucher is subject to the terms and conditions of the e-voucher.
- iii. The Discount e-Voucher earned under this Activity shall expire on 3 September 2023.
- iv. HK\$50 Discount e-Voucher can only be used as HK\$50 upon spending of HK\$800 or above (net amount) at any of the designated merchants at THE FOREST. Only one HK\$50 Discount e-Voucher can be used in one transaction. HK\$50 Discount e-Voucher cannot be used in conjunction with other shopping vouchers/ cash coupons.
- v. Offer is subject to stock availability on a first come first served basis.

Terms and conditions of KLUB 11 Loyalty Programme and K Dollar Program shall also apply. KLUB 11 Loyalty Programme Terms and Conditions refers to <https://klub-11.com/program-terms-and-conditions/>. K Dollar Program Terms and Conditions refers to <https://www.krewards.com/program-terms-and-conditions/>.

3. "Eligible Receipt" means:

- a) Each Eligible Receipt must contain a minimum net spending of HK\$50, excluding spending by K Dollar(s) and/or THE FOREST physical / electronic gift voucher(s) and/or any physical/electronic gift voucher(s) issued by merchants at THE FOREST;
- b) An original machine-printed receipt issued by the Merchants at THE FOREST on the date of redemption for an Eligible Transaction; and
- c) A corresponding electronic payment slip (if applicable) bearing the name of the Member.

NWIL does not accept any photocopies or hand-written receipts or payment slip and reserves the right not to accept any receipts or payment slip that NWIL suspects to be invalid, forged or issued not for genuine transactions or on other grounds without any need for explanation. An Eligible Receipt must be intact and complete for redemption, and will be invalid if found defaced or altered.

4. "Eligible Transaction" shall mean a consumer transaction between the consumer and a Merchant at THE FOREST using Electronic Payment, excluding the below transactions:
 - a) Any single spending below HK\$50;
 - 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 Dollar and/or THE FOREST 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 transaction with the merchants;
 - k) Any bank transaction;
 - l) Charity donations;
 - m) Any bill payment (including but not limited to payment of telecommunication or utility bills);
 - n) Any transactions on K11 ESHOP, K11 GO HK, Food Ordering via 'K11 HK' Mobile App or any online platform of any merchants; and
 - o) Any other transaction as specified by KLUB 11 from time to time (with or without prior notice).
5. KLUB 11 has the right to make an electronic copy of each Eligible Receipt presented to KLUB 11 in the course of redemption and to keep the electronic copies for audit purpose.
6. KLUB 11 has the right to make any marks on each Eligible Receipt presented to KLUB 11 in the course of redemption. The Eligible Receipt marked by KLUB 11 cannot be used again for participating in the Activity or for redeeming any other gifts or privileges in other promotional activities being held in THE FOREST.

7. "Electronic Payment" means transaction by credit card, debit card, Apple Pay, Google Pay, Samsung Pay, WeChat Pay, Alipay, UnionPay APP, Quick Pass, Tap & Go, PayMe, EPS (or any form of digital or smart device payment).
8. In case of adverse weather during the Period, NWIL reserves the right to close the shopping centre or suspend the Activity without prior notice.
9. All rewards are non-convertible to cash, non-refundable nor altered.
10. NWIL does not warrant that the products and services offered by the individual merchants or redeemed by the participants in the Activity are of any merchantable quality or fit for any purpose. NWIL disclaims all liability in relation to such products and services. The participants in the Activity shall waive all his/her rights and interest, if any, of any nature to pursue against NWIL.
11. NWIL reserves the right to amend, alter, interpret, suspend or terminate the Activity at any time without prior notice.
12. NWIL has the right to interpret these terms and conditions. In case of disputes, the decision of NWIL will be final and binding on all parties concerned.
13. Should there be any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.
14. These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region.

Updated by New World Investments Limited on 15 August 2023.