THE FOREST Summer Shopping Rewards 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 Summer Shopping Rewards
 - b) Activity Period: From 1 August 2023 until 3 September 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 offers ("Offer 1", "Offer 2" and "Offer 3") by presenting the Eligible Receipt(s) in person at Concierge on 2/F, THE FOREST on the date of Eligible Transaction upon cumulative same-day spending the designated amount (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) at the merchants at THE FOREST:

Cumulative Same-Day Spending Amount (calculated based on a maximum of 2 Eligible Receipts)	
Offer 1 HK\$1,300 or above	40 K Dollars
Offer 2 HK\$2,500 or above	100 K Dollars
Offer 3 HK\$5,000 or above	220 K Dollars

Redemption Restrictions to the Offer 1, Offer 2 and Offer 3

- i. Members must redeem the Offer 1 and/or Offer 2 and/or Offer 3 in person at Concierge on 2/F, THE FOREST.
- ii. Each Eligible Receipt can only be used once to redeem Offer 1 or Offer 2 or Offer 3.
- iii. Cumulative same-day spending amount is calculated based on a minimum of 1 and a maximum of 2 Eligible Receipts issued by merchants of THE FOREST on the same date during the Period and 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.

- iv. Offer 1, Offer 2, and Offer 3 is subject to stock availability on a first come first served basis.
- 3. Credit and Expiration of K Points and K Dollars earned

K Dollars earned from Offer 1 and/or Offer 2 and/or Offer 3 will be automatically credited to Members' Hong Kong K Dollar Program account in the form of K Points after the Eligible Transaction is verified and confirmed. K Dollars earned under this Activity shall expire by 31 December 2023. Usage 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 <u>https://klub-11.com/program-terms-and-conditions/</u>. K Dollar Program Terms and Conditions refers to <u>https://www.krewards.com/program-terms-and-conditions/</u>.

- 4. "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.

- 5. "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;
 - I) 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).
- 6. 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.
- 7. 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.
- 8. "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).
- 9. In case of adverse weather during the Period, NWIL reserves the right to close the shopping centre or suspend the Activity without prior notice.
- 10. All rewards are non-convertible to cash, non-refundable nor altered.
- 11. 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.
- 12. NWIL reserves the right to amend, alter, interpret, suspend or terminate the Activity at any time without prior notice.
- 13. 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.
- 14. Should there be any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.
- 15. These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region.

Updated by New World Investments Limited on 31 July 2023.