

## **Xplore**

### **Membership Terms & Conditions**

#### **1. Definitions and Interpretation**

- 1.1. “Xplore” is a children’s academy managed and operated by Hysan Marketing Services Limited (the “Company”), with venues mainly in the Lee Gardens area, covering Lee Garden One – Six, Hysan Place, Lee Theatre Plaza, Leighton Centre, One Hysan Avenue and 25 Lan Fong Road (collectively “Lee Gardens Area’). The applicable venues are subject to change without prior notice.
- 1.2. “Lee Gardens Club member” is a customer registered as a member of the Lee Gardens Club loyalty programme maintained and operated by the Company.
- 1.3. “Xplore member” is a Lee Gardens Club member who successfully completes registration of a child or children from 3 – 10 years old as “Xplorers” as a parent / guardian.
- 1.4. “Xplorer” is a child from 3 – 10 years old who is registered by a Xplore member via the Lee Gardens App.
- 1.5. “Participating Partners” are entities that partner with the Company to provide classes / events or benefits or privileges or rewards for Xplore members and Xplorers.

#### **2. Xplore Membership**

- 2.1. A parent/guardian must be a Lee Gardens Club member before joining the Xplore membership.
- 2.2. To become an Xplore member, a parent/guardian (who is a Lee Gardens Club member) must register at least one Xplorer and provide required information via Lee Gardens App and complete payment of the relevant annual fee for the registered Xplorer(s).
- 2.3. Each Xplore member can register up to five children as Xplorers under his/her account. Each Xplorer can only be registered under one Xplore member.
- 2.4. The Company may accept or reject any registrations at its absolute discretion without assigning any reason.
- 2.5. Xplore membership (including membership benefits or privileges) is personal, non-transferable, non-exchangeable and has no cash value under any circumstances. The Company may require an Xplore member to produce his/her identification document(s) as well as the identification document(s) of the Xplorer(s) for identification and verification purposes.
- 2.6. Xplore members shall ensure that all information and details related to the Xplorer(s) are true and accurate which shall be kept up to date in case of any changes.

- 2.7. The validity period of an Xplorer membership is one year upon successful registration and annual fee payment. The membership can be renewed within 3 months from each annual expiry date by paying the annual fee for the succeeding year through the Lee Gardens App. Annual membership fee for each Xplorer is HK\$250/year. The annual fee may be changed from time to time without prior notice. Members are advised to check the latest annual fee through the Xplore section of the Lee Gardens App.
- 2.8. The Company will be under no obligation to continue to provide membership, membership benefits or privileges to Xplore members if the annual fee is not paid in full, and Xplore members acknowledge and agree that access to Xplore and other classes/events may be denied.
- 2.9. An Xplore member can view the information of the Xplorer(s) (name(s), Xplorer number(s) and expiry date(s)) under his/her account in the "My Membership" section under "Xplore" of the Lee Gardens Club App. The Member has to login to Lee Gardens Club App for viewing the above information. The Company reserves the sole right to determine a person's eligibility for Xplore membership / Xplorer.

### **3. Privileges of Xplore members and Xplorers**

- 3.1. Each Xplorer shall be assigned a digital Xplorer card via the Xplore section of Lee Gardens App.
- 3.2. Xplore members can register the Xplorer(s) under his/her membership for classes or events offered by the Company or its Participating Partners. These classes/events are offered with a class fee or free of charge.
- 3.3. Complimentary welcome package will be given for each new Xplorer. Package details are to be determined by the Company.
- 3.4. Xplorers may be required to produce their digital Xplorer cards when redeeming membership benefits or privileges or when attending classes/events.
- 3.5. The membership benefits or privileges may comprise products or services supplied by third parties or the Participating Partners, which will be solely responsible for the enquiries, claims or complaints relating thereto.
- 3.6. The Company makes no warranties or representations, expressed or implied, with respect to the type, quality, availability, merchantability or fitness for purpose of goods or services provided through Xplore.
- 3.7. The Company has the sole discretion in determining, changing and/or withdrawing the membership benefits or privileges and the duration for which they are available.
- 3.8. Membership benefits or privileges offered are subject to these Terms and Conditions, as well as to any specific terms and conditions which may be imposed by the Company and/or any Participating Partners or relevant third parties.

#### **4. Classes/events by Xplore or Participating Partners**

- 4.1. The classes/events are subject to availability and such additional terms and conditions as Xplore (or its Participating Partners) may from time to time in its absolute discretion deem appropriate.
- 4.2. Each Xplorer must be accompanied by an adult when attending classes/events.
- 4.3. Xplore members shall ensure that their Xplorer(s) is/are in healthy condition to attend Xplore classes / events. The Company or its Participating Partners reserve the right to reject entrance of Xplore members / Xplorers to the class/event venues or require Xplore members/Xplorers to leave the classes/events if their body temperatures are over 37.5 degrees C or have other symptoms that may endanger the health of other participants.
- 4.4. By participating in the classes/events, Xplore members are deemed to have assumed the responsibilities for any losses, damages, accidents, injuries or theft suffered by Xplore members, their Xplorer(s) and guest(s).

#### **5. Other General Terms and Conditions**

- 5.1. Any payment made to or for Xplore is non-refundable and non-transferable in any circumstances.
- 5.2. Any spending related to Xplore is not eligible for earning Lee Gardens Points or redemption of free parking at the Lee Gardens area.
- 5.3. Each Xplore member hereby authorizes the Company to take photographs or images during classes/events organized by the Company or its Participating Partners and to use such photographs or images in any materials.
- 5.4. The Company reserves the right to modify at any time without prior notice the structure and content of Xplore, including mobile applications; membership fee; class / event contents; rewards and offers; redemption and collection of rewards and offers; these Terms and Conditions; other items; and termination of Xplore. It is the responsibility of members to keep themselves up to date in respect to the structure and content of Xplore, including these Terms and Conditions. Logging or purchase of Xplore classes/events, redemption of rewards and offers will be deemed as acceptance of all relevant changes. The Company will not be liable for any loss or damage resulting from any changes.
- 5.5. Any records/information kept by the Company are conclusive. In case of dispute, the decision of the Company shall be final and binding on all parties.
- 5.6. The Company reserves the right to invalidate or terminate the Xplore Membership or the Xplore academy at our sole discretion.
- 5.7. Any Xplore Member may resign from the Xplore Membership by giving notice to us through [xplore@hysan.com.hk](mailto:xplore@hysan.com.hk). Upon termination or expiry of Membership, all

unattended classes and unredeemed rewards by the Xplorers under the Xplore Member will be forfeited without further notice.

- 5.8. Xplore Members should keep their Xplorers' number and details of their registered classes/events strictly confidential and secure. Members are fully responsible for any use of their accounts by any other person (including any third parties, whether used with or without the Member's authorization).
- 5.9. For any questions about Xplore, members can contact Xplore through the following methods:
  - Visit General Concierges at Lee Garden One/ Lee Garden Two/ Lee Garden Three/ Hysan Place/ Lee Theatre
- 5.10. Email to [xplore@hysan.com.hk](mailto:xplore@hysan.com.hk) The English version of these Terms and Conditions shall prevail wherever there is any inconsistency of conflict between the Chinese and English versions.

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