

## **Lee Gardens Club Terms & Conditions**

### **Definitions**

Unless otherwise defined, these terms should have the following meanings:

“**Lee Gardens Club**” is managed and operated by Hysan Marketing Services Limited (“**Company**”), an integrated loyalty programme covering Lee Garden One – Six, Hysan Place, Lee Theatre Plaza, Leighton Centre, One Hysan Avenue I.T HYSAN ONE and 25 Lan Fong Road (collectively “**Lee Gardens Area**”). The applicable malls are subject to change without prior notice.

Upon becoming a member of Lee Gardens Club (“**Member**”), the Member shall be deemed to have agreed to and be bound by all the Terms and Conditions of the Lee Gardens Club. The Member is able to access the full terms and conditions for Membership in Lee Gardens Club via the Lee Gardens mobile application (“**App**”), leegardens.com.hk or General Concierge. Lee Gardens Club Membership (“**Membership**”) and Membership privileges including the Specific Terms and Conditions below are subject to the sole discretion of the Company and to the following Terms and Conditions:

1. **Specific Terms and Conditions** Customers must first register as members of Lee Gardens Club through the App / 利園區微信公眾號 WeChat Official Account (“**WeChat Official Account**”) by entering the required information and an SMS authentication code.
2. The App only supports iOS 12 or above, and Android 8 or above.
3. The registered member name must be the same as the one on the related electronic payment receipts (“**Eligible Receipt**”).
4. Members must be at least 11 years old.
5. Members must register a correct and valid mobile number to receive an SMS authentication code. Members must be the legitimate owner of the registered mobile number (Note: the SMS authentication code will only be sent to the Member’s registered mobile number, i.e. if the Member has turned on SMS Divert service, the SMS authentication code will still be only sent to the registered mobile number, but not another mobile number that the Member has diverted to).
6. The Company takes no responsibility for any undelivered SMS, push notifications or emails.
7. Members must ensure that the information submitted on the registration form is authentic, accurate, complete, not misleading and without any elements of fraud.
8. The Company reserves the sole right to determine a person’s eligibility for membership.
9. A mobile number can only be registered by one Member. A Member can only hold one

Membership. Any duplicate applications will not be accepted.

10. If Members have changed their mobile numbers, Members must inform the Company immediately and register a new membership with Lee Gardens Club with the new mobile number through the App or WeChat Official Account. If Members are found registered with Lee Gardens Club membership with a mobile number that they do not own legitimately, the Company has the right to suspend or terminate such membership without any prior notice.
11. After member registration, if Members require to change birthday month, they must visit the General Concierge at Lee Gardens Area in person with the respective supporting documents to update such personal information.

### **Member Privileges**

1. Membership privileges are offered to a Member by the Company and/or outlets participating in the Membership program at retail merchants located at any premises in Hong Kong operated by us, our holding company (Hysan Development Company Limited), or any of their respective subsidiaries (each a “**Group Company**”), including the Lee Gardens Area (“**Participating Merchants**”). The Company has the sole discretion to specify and vary the list of Participating Merchants from time to time without prior notice. The Company is not liable for any consequences due to the change of Participating Merchants. Members may visit our Concierge or leegardens.com.hk for the latest list of membership privileges and eligible Participating Merchants.
2. The Company has sole discretion in determining, changing and/or withdrawing the Membership privileges and the duration for which they are available. Membership 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 Merchants.
3. All purchases of goods and/or services offered by Participating Merchants are made directly by a Member with the relevant Participating Merchants, and the Company has no liability whatsoever related to these purchases.
4. Any enquiries, complaints or disputes relating to the food, products and/or services should be directed to the relevant Participating Merchants. Under no circumstance will Lee Gardens Club or the Company entertain any such enquiry or complaint nor will Lee Gardens Club or the Company be a party to any such dispute.

### **Point Self-registration and Gift Redemption**

1. “**Lee Gardens Points**” refers to points earned in Lee Gardens Area integrated loyalty programme, with one point earned for every HK\$1 spent by an electronic payment method at Participating Merchants. The receipt must show a spending amount of HK\$100 or more

to qualify for point registration. Amounts under HK\$1 will not be counted towards Lee Gardens Points.

2. This programme only accepts valid merchants' machine-printed receipts and corresponding electronic payment slips dated 8 October 2019 or after for point registration.
3. **“Qualified Spending”** and **“Earn Rate”**: A Member can earn Lee Gardens Points on Qualified Spending at Lee Gardens Outlets at the earn rate, as defined below:
  - 1) **“Lee Gardens Outlets”** means all retail and restaurant outlets in the Lee Gardens Area, including Lee Garden One, Lee Garden Two, Lee Garden Three, Lee Garden Five, Lee Garden Six, Hysan Place, Lee Theatre Plaza, Leighton Centre, One Hysan Avenue and 25 Lan Fong Road. For the purposes of accumulating the Lee Gardens Points, the following outlets are not participants in the programme and thus excluded: the Apple Store, Workware and Challenger. Any transaction made within the office tenants in Lee Gardens Area will not be regarded as Qualified Spending. The Company has the sole discretion in altering the list of eligible Lee Gardens Outlets from time to time without prior notice. The Company is not liable for any change of eligible Lee Gardens Outlets. Members may visit the General Concierge or [leegardens.com.hk](http://leegardens.com.hk) for the latest list of eligible Lee Gardens Outlets.
  - 2) **“Qualified Spending”** means spending at Lee Gardens Outlets, with the exceptions noted above. Only Qualified Spending made between 1 January and 31 December of the current year will be qualified for Lee Gardens Points accumulation.
  - 3) **“Earn rate”** means every HK\$1 in Qualified Spending at Lee Gardens Outlets corresponds to 1 Lee Gardens Points in the programme, unless otherwise specified.
4. Eligible Receipt registration period: Members must register Lee Gardens Points earned within 14 days of the date stated on the machine-printed receipts; expired receipts will not be accepted for point registration.
5. Lee Gardens Points expire on the 31 December of each year. Lee Gardens Points earned from 1 October this year to 30 September next year will expire on 31 December of next year and must be used to redeem rewards on or before 31 December of next year. Expired Lee Gardens Points will be forfeited automatically. For example, Lee Gardens Points earned from 1 October 2023 to 30 September 2024 will expire on 31 December 2024, expired Lee Gardens Points will be forfeited automatically on 1 January 2025.
6. Uploading of receipts through the App: Members can register Lee Gardens Points through the Point Self-registration function by uploading merchant's machine-printed receipts and corresponding electronic payment slips (which must show payment made by the Member). Submissions will be reviewed within 14 working days; Members should keep the original receipts and related electronic slips in case they are required for confirmation. Lee Gardens Points will be added to Member's account automatically after approval, and a status update will be sent by push notification to the Member through the App; Members should ensure

these notifications are enabled in the App. Members can also check the status of their request under “Points Balance” in the App (listed according to spending dates).

7. The maximum spending amount valid for each receipt uploaded is HK\$10,000. If the spending amount exceeds HK\$10,000, points beyond the HK\$10,000 ceiling will be forfeited and will not be re-issued.
8. The aggregate maximum daily amount for upload is HK\$30,000. If the aggregate spending amount exceeds HK\$30,000, points beyond the HK\$30,000 ceiling will be forfeited and will not be re-issued.
9. Eligible Receipts are receipts of Qualified Spending issued by a Lee Gardens Outlet which complies with the requirements below (each an “**Eligible Receipt**”):
  - (a) All receipts must be original and machine-printed
  - (b) All spending at all outlets must be settled by electronic payment, including credit cards, debit cards, pay wave, Apple Pay, Pay Wave and EPS. Such original electronic payment receipts must be accompanied by the corresponding outlet’s original receipts with matching amount in order to qualify for Lee Gardens Club spending accumulation. Tips will not be counted towards spending accumulation. Credit card authorization form does not qualify as original electronic payment receipts. Electronic payment receipts must be machine-printed and in cardholder’s copy. Payment settled by cash or Octopus will not be eligible for spending accumulation.
  - (c) Receipts falling within any of the following descriptions shall be considered invalid for the calculation of Qualified Spending:
    - i) Receipts settled by cash or Octopus;
    - ii) Reprinted or photocopied or duplicated receipts, standalone electronic payment receipts, hand-written receipts, partially or fully paid deposit receipts or damaged receipts;
    - iii) receipts for the purchase of any gift vouchers, coupons, merchant vouchers or credit notes or deposit notes or payments on accounts or any equivalent notes of pre-payment, stored-valued cards or any value added to the stored-valued cards, payment to car parks; receipts processed as internet purchases, mail/ fax/ phone orders, charity donations;
    - iv) receipts issued in respect of a transaction that has subsequently been refunded or withdrawn or cancelled or falsified or unauthorized or fraud or abuse or unsettled or forged or fraudulent or unsettled transactions;
    - v) receipts for charity donations, bank services, telecommunications services, car parks;
    - vi) receipts showing only a payment of deposit or partial payment;
    - vii) receipts showing purchases settled by Lee Gardens Club Gift Certificates;

- viii) receipts for utility bills, Octopus card automatic add value service amount and transactions;
- ix) receipts with amount shown on the receipt as split amount of a merchandise.
- (d) For any Eligible Receipt which has been registered but subsequently fully or partially refunded, withdrawn or cancelled, a Member is obliged to inform Lee Gardens Club immediately so as to adjust the accumulated spending and corresponding Lee Gardens Points. Lee Gardens Club has the right to terminate the Membership should there be any refunded, withdrawn or cancelled receipts not reported to Lee Gardens Club or should there be any forged or fraudulent receipts.
- (e) All Eligible Receipts can only be registered once, and Eligible Receipts presented for Lee Gardens Points registration at the General Concierge will be stamped after registration. Stamped Eligible Receipt(s) will not be accepted again for further registration.
- (f) Lee Gardens Club will verify the Member's registered name against the customer's name shown on the Eligible Receipt. The account name at the Merchant shown on the Eligible Receipt must correspond exactly with either of the Member's registered name.
- (g) The Company has the right to make copies of any receipt and/or payment sale slip for internal administration, auditing and verification purposes. If the Member refuses to provide the required information, the Company will not process the Lee Gardens Points registration. Personal data collected will be retained only as long as necessary for the above purposes and will be destroyed afterwards.
- (h) Should error or inconsistency be identified in respect of any receipts registered by a Member, the Company has the right at any time to amend or correct the information registered in our database and corresponding Lee Gardens Points, Membership and any other entitlements or benefits offered by Lee Gardens Club. The Company also has the right NOT to give any prior notification to the corresponding Member regarding any amendment or correction.
- (i) In case of dispute, the Company has the right at any time to request the Member to submit the relevant original and registered receipts and/or such further documents or evidence of the Qualified Spending for verification. The decision of the Company shall be final and conclusive.
- (j) In case of suspected fraud, the Company has the sole discretion to refuse to register any spending accumulation if the eligibility, validity or authenticity of the receipts is in doubt. It may also suspend Membership in the Lee Gardens Club programme, reverse all credited points, or cancel or demand return of the Lee Gardens Club reward(s) granted to the Member. The Company has the right to check and verify all receipts with relevant Participating Merchants, retail tenants and business

partners and shall have the sole discretion to refuse any spending accumulations/ Lee Gardens Club rewards redemption if the eligibility, validity or authenticity of the documents presented is in doubt. All decisions made by the Company shall be final and conclusive.

- (k) In case of suspected fraud, the Company reserves the right to claim against the Member for all losses or damages caused to the Company and/or to take all action necessary to protect its rights and interest, and the right to report the matter to the Hong Kong Police.
- 10. Members can only upload one merchant's machine-printed receipt and corresponding electronic payment slip at a time. Multiple receipts, or submissions in which either the merchant's receipt or payment slip is missing, will not be accepted.
- 11. Members are required to enter their spending information, including the mall where the spending was made. If the Member enters this information incorrectly or incompletely, the submission will be rejected and they will have to re-submit it within 14 days of the invoice date stated on the machine-printed receipts.
- 12. The Company retains the authority to withhold any point registration from Members with faulty receipts, including but not limited to an unclear photo upload, a duplicated receipt number, a transaction paid by cash, a receipt in excess of the daily maximum point limit, etc. The Company reserves the right of final decision in case of any dispute.
- 13. Only clear and complete images of merchant's machine-printed receipts and payment slips will be accepted for Point Self-registration of Lee Gardens Points through the App. Members should ensure their mobile network is stable while uploading the images. The Company takes no responsibility for an unsuccessful upload in case of an unstable mobile network.
- 14. All valid receipts and electronic payment slips must be machine-printed and contain clearly the name of the merchant, shop address, invoice number, transaction number, transaction date and amount of the transaction.
- 15. Permission to access device' camera and/ or photo album is/are required for receipt image upload. By submitting receipt images on the App, Members agree that they have read, understood and accepted the Privacy Policy and Personal Information Collection Statement of the App and the image will be viewed by internal staff as it is. Member has the right and is recommended to mask unnecessary personal information by painting function.
- 16. The highest amounts stated on merchant's machine-printed receipts or corresponding electronic payment slips will be counted for points registration (while discounts, the use of cash coupons, promotion coupons or promotional codes deducted amounts will not be eligible for points registration).
- 17. Installment payment will not be accepted.
- 18. Separate payment receipts will not be accepted. Payment receipts from the same shop

cannot be separated into different receipts or payment slips for point or reward redemption. Therefore, the payment amount on the machine-printed receipts and corresponding electronic payment slips must be the same.

19. Each receipt and corresponding payment slip can only be used for point registration once and cannot be used in conjunction with other offers and promotions, except free parking and designated promotions.
20. If a Member wants to cancel a purchase that has been used to redeem Lee Gardens Points and gets a refund, the Member must first return the earned Lee Gardens Points at General Concierge at the mall where the spending was made before getting a refund from the merchant. If a Member is found using receipts that have earned Lee Gardens Points from Lee Gardens Club to get a refund, the Company has the right to deduct corresponding points from their accounts. Members are also required to return redeemed rewards or gifts, or to pay the appropriate fee for any activity joined as a reward (with that sum to be determined by the Company).
21. Lee Gardens Club membership and Lee Gardens Points registered are for the sole use of the Member and cannot be transferred to others. Receipts which do not belong to the Member cannot be registered for Lee Gardens Points.
22. The name shown on the payment card must be the same as the Member's name. The Company shall have the right to ask Members to present documents to verify their identities and confirm a transaction, including valid identification documents and the original payment receipt or transaction record matching the payment settlement of their credit cards, EPS, debit cards, Apple Pay, Google Pay, Samsung Pay, UnionPay Quick Pass, WeChat Pay, Alipay or other stored value facilities under the supervision of the "Payment Systems and Stored Value Facilities Ordinance" (Cap. 584) (including but not limited to Octopus, Octopus O!ePay, Tap & Go and TNG Wallet).
23. Members can check their latest point balance on the App. All point records in Lee Gardens Club system should prevail and are final and conclusive. The Company will not accept any claim of missing Lee Gardens Points after transaction. In the event of technical issues or any abnormal incidents that prevent the Company from retrieving information of a Member's point balance from the system, the Company will not bear any responsibilities for any loss or damage.
24. Lee Gardens Points shall have no cash value and cannot be exchanged for cash. Lee Gardens Points cannot be sold, bought, transferred or moved to other accounts.
25. Staff of the Company and shop staff at mall merchants ("**Shop Staff**") whom are Members of Lee Gardens Club membership program are not eligible to register points or redeem gifts. Shop Staff cannot register Lee Gardens Points or redeem rewards on behalf of Members. The Company reserves the right to reject such point registration requests.
26. The Company reserves the right to terminate the membership of any Member immediately

if they are found to have registered Lee Gardens Points with counterfeit receipts or receipts stolen from another person or in any dishonest way. The Member's Lee Gardens Points will be forfeited immediately and no reward redemption allowed. The Company shall have the right to request a return of all redeemed rewards and to lodge a claim for compensation of any losses suffered by the Company. The individual in question shall have no right to object to such an arrangement.

27. The Company shall have the right to cancel or deduct Lee Gardens Points that are granted to any Member by error without prior notice.
28. In case of any disputes, the Company reserves the right to request the Member to provide the original of the relevant documents and proof of verifiable registered documents and/or any eligible consumption at any time. The Company reserves the right of final decision.
29. The Company will not bear any responsibility in any case of network problems, system malfunctioning, poor phone reception or blocking by third party applications that cause the delay, loss, mistake or corruption of an information transfer.
30. If a Member breaches any of these terms and conditions, including registering Lee Gardens Points with receipts or the mobile phone of another person or in any dishonest way, or being Shop Staff and registering Lee Gardens Points with transactions made by customers or on behalf of customers, or if the Company has reasonable grounds to believe that these terms and conditions have been so breached, the Company shall have the right to suspend or terminate that membership and lodge a claim for compensation of any losses suffered by the Company or Participating Merchants arising from this breach. The Company will not accept any suspended or terminated memberships' registered mobile numbers to register with Lee Gardens Club membership again.
31. By joining the Lee Gardens Club, the Members agree that the Company and/or the Hysan Group of companies may contact you for invitation to join other clubs and services operated by the Hysan Group.
32. In case of disputes related to point registration, the Company, Participating Merchants and suppliers reserve the right of final decision.

### **Birthday Bonus Points**

From 1 September 2019, Members will receive extra Lee Gardens Points for birthdays on the first receipt of point registration during the birthday month (which must be registered with the same birthday month as the identity document). After successful registration of the Lee Gardens Points, the extra points for the birthday will be automatically deposited into the Member's account on the last day of the next month. Please note that the maximum amount of extra points that a Member can earn on birthday is 3,000 points. The Birthday Bonus Points cannot be used in conjunction with other offers and promotions, except free parking and designated promotions.

### **Car Park Vacancy**

The number of vacant parking spaces available in the Lee Gardens Area as shown on the App is for reference only. Parking spaces are on first come first served basis. For the most up-to-date information on the available parking spaces, please refer to the respective car park's indicator. The Company does not guarantee the accuracy, timeliness and completeness of the information.

### **Touchless Carpark Service**

By registering/using the Touchless Carpark Service (including auto payment function), the Member expressly agrees and grants the right to the Company to pass his or her Member ID, vehicle plate number(s), vehicle photo(s) and Octopus/credit card/payment information to third-party parking system operator and payment system operator. Car park rules and/or terms and conditions (including charging of parking fees) for respective individual car parks apply.

### **Payment System Powered by Third Party**

The payment system via the App is provided and operated by Global Payments and/or other third parties. Any enquiries, complaints or disputes relating to the payment system and/or services should be directed to the relevant merchants or Global Payments or the relevant third parties. The Company does not give any representation, warranty or guarantee and shall not be liable whatsoever in respect of the quality and/or functionality of the payment system.

### **Fun Machine**

This machine is available for redemption of gifts. Pictures of the gifts are for reference only. All gifts are non-returnable and cannot be exchanged for cash or other services or products, and will not be reissued under any circumstances, such as loss, expiration or damage. The Company is not the supplier of the gifts and does not assume responsibility for such gifts, including but not limited to the trade descriptions, quality, maintenance and repair services for the gifts. For details, please refer to the terms and conditions attached to the gifts or contact the supplier of the gifts directly.

### **Lee Gardens Magazine**

The Company reserves the right to display advertisements (including pictures, audio, video, pop-ups) and other information in relation to the Company, the Company's business partners or authorized third parties. The Company shall not be responsible for any misrepresentation, omission or error regarding the content of the relevant advertisements and information.

### **Scan-To-Order and Table Reservation powered by OpenRice**

The services are provided by Openrice Group Inc. Any enquiries, complaints or disputes relating to the food, products and/or services should be directed to the relevant Participating Merchants or Openrice Group Inc. The Company shall not be responsible for any representation, warranty or guarantee and shall not be liable whatsoever in respect of the quality and/or availability of the food, products and/or services provided or offered by Openrice Group Inc. Under no circumstance will Lee Gardens Club or the Company entertain any such enquiry or complaint nor will Lee Gardens Club or the Company be a party to any such dispute.

### **General Terms and Conditions**

1. Eligibility for membership is at the sole discretion of the Company. The Company may reject any application.
2. Activation of membership will be deemed to be acceptance of all terms and conditions of Lee Gardens Club.
3. Only customers who have completed the registration process via the App (which can be downloaded from the App Store or Google Play) to become members of Lee Gardens Club and enjoy member privileges.
4. The Company reserves the right to modify at any time without prior notice the structure and content of Lee Gardens Club, including mobile applications; point registration, conversion and expiry dates of points, rewards and offers; redemption and collection of rewards and offers; these terms and conditions; other items; and termination of Lee Gardens Club. It is the responsibility of Members to keep themselves up to date in respect to the structure and content of Lee Gardens Club, including these terms and conditions. Logging and redemption of Lee Gardens Points, 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 changes to the structure and content, including these terms and conditions.
5. We reserve the right to invalidate or terminate the Membership or the Lee Gardens Club loyalty programme at our sole discretion.
6. Any Member may resign from Membership by giving notice to us through [leegardensclub@hysan.com.hk](mailto:leegardensclub@hysan.com.hk). Upon termination or expiry of Membership, all unredeemed Lee Gardens Points in the Member's account will be forfeited without further notice. Surrender of Membership does not mean withdrawal of consent to use of the Member's personal data for the purposes of marketing activities. If a Member wishes to withdraw his or her consent to the use of his or her data, please send an email to our Data Privacy Officer at [data.officer@hysan.com.hk](mailto:data.officer@hysan.com.hk) or as indicated in the relevant materials.
7. Members should keep their Membership numbers and email addresses 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).
8. For any questions about Lee Gardens Club, members can contact Lee Gardens Club

through any of the following methods:

- a) Visit General Concierge
  - b) Email to [leegardensclub@hysan.com.hk](mailto:leegardensclub@hysan.com.hk) (content must include the Member's name, registered mobile number, email address and contact number).
9. The English version of these terms and conditions shall prevail wherever there is any inconsistency or conflict between the Chinese and English versions.