

Lee Gardens Membership Programme (hy! Membership)

Terms and Conditions

Lee Gardens Membership Programme (“**Programme**”) is a loyalty programme managed and operated by Hysan Marketing Services Limited (“**Company**”) and is governed by the terms and conditions set out herein (“**Terms and Conditions**”), which may be amended by the Company from time to time. The Programme consists of two types of memberships, namely, (1) the hy! Membership and (2) the Club Avenue by Lee Gardens Membership. Upon joining the Lee Gardens Membership and becoming a member of the Programme (“**Member**”), the Member shall be deemed to have agreed to and accepted and be bound by all the Terms and Conditions including but not limited to the transition rules between the hy! Membership and the Club Avenue by Lee Gardens Membership. Such rules are subject to the sole discretion of the Company and/or may be changed from time to time without prior notice. A member of the hy! Membership (“**hy! Member**”) who accepted the invitation to join the Club Avenue by Lee Gardens Membership shall be deemed to have agreed to and accepted and bound by all terms and conditions of the Club Avenue by Lee Gardens Membership. The Member is able to access the full terms and conditions for the hy! Membership and/or Club Avenue by Lee Gardens Membership via one or more than one of the following channels: the Lee Gardens mobile application (“**Mobile Application**”), LeeGardens.com.hk or General Concierge or Club Avenue by Lee Gardens Lounge (“**Lounge**”). All Membership privileges are subject to the sole discretion of the Company, the following Terms and Conditions and/or such other terms and conditions which may be applicable to the particular membership:

I. Definitions

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

“**Lee Gardens Outlets**” means retail and restaurant outlets covering the Lee Gardens Areas, including, Lee Garden One, Lee Garden Two, Lee Garden Three, Lee Garden Five, Lee Garden Six, Hysan Place, Lee Theatre, Leighton Centre, One Hysan Avenue or 25 Lan Fong Road and other related properties under the Hysan Group. For the purposes of accumulating Lee Gardens Points, the following outlets are not participants in the Programme: the Apple Store, Challenger, pop-up stores or pop-up bazaars and HSBC (ATM). Any transaction which are not made at the eligible Lee Gardens Outlets will not be regarded as Qualified Spending. The eligible Lee Garden Area Outlets are subject to change without prior notice. Members may check the Mobile Application or visit LeeGardens.com.hk or the General Concierge for the latest list of eligible Lee Gardens Outlets.

“**Lee Gardens Points**” refers to points earned by a Member of the Programme in different reward tiers in accordance with these Terms and Conditions.

“**Participating Merchants**” refers to retail and restaurant merchants of the Lee Gardens Outlets which participate in the Programme. For the purposes of accumulating Lee Gardens Points, the following outlets are not participants in the Programme: the Apple Store and Challenger. The inclusion of eligible Participating Merchants is subject to the sole discretion of the Company and/or may change without prior notice. Members may check the Mobile Application or visit leegardens.com.hk or General Concierge for the latest list of eligible Participating Merchants.

“**Participating Partners**” refers to the Participating Merchants, office tenants, co-branding partners, and business partners of the Company (which includes but not limited to parties that engage in businesses such as retail, banking, finance, credit/smart/stored value cards, insurance, charity/not-for-profit causes, entertainment, food & beverage, and other businesses)

“**Qualified Spending**” means spending by a Member at the Participating Merchants and hy! Platform, with the exceptions noted above. Only Qualified Spending made between the valid calendar period will be qualified for Lee Gardens Points accumulation.

“**Earn Rate**” refers to the conversion of every HK\$1 in Qualified Spending into 1 Lee Gardens Points in the Programme, unless otherwise specified. Reward Points will be rounded down to the nearest integer in every single transaction and any cents in the Qualified Spending will not be counted. The Company reserves the right to adjust the Earn Rate at any time without prior notice at its sole discretion.

“Rewards” include e-vouchers, e-coupons, e-gift certificates, and any eligible privileges issued by the Company or merchants and as determined by the Company from time to time.

II. Membership Eligibility

1. Customers must first register as Members through the Mobile Application / 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. Members must be at least 11 years old.
3. A Member must register a correct and valid mobile number to receive an SMS authentication code. A Member must be the legitimate owner of the registered mobile number. (The SMS authentication code will only be sent to the Member's registered mobile number, i.e. if the Member has enabled SMS Divert service, the SMS authentication code will be sent to the registered mobile number only, and not to any mobile number that the Member has diverted to).
4. Ownership of the Membership: Membership is a privilege but not property of any Member. Membership remains the property of the Company at all times. The Company has the right at any time to invalidate the Membership and/or terminate the Membership at its sole discretion.
5. The Membership is available for shoppers only, and the membership is granted to each Member on an individual basis.
6. The Company may terminate any Membership privileges and/or the operation of the Programme at its sole discretion at any time. The Company may give prior notice to Members but is not obliged to do so. All Membership privileges shall cease and Membership Cards shall become invalid upon termination of Membership or the Programme.
7. Parallel traders may not participate in the Membership programme. Should any Member present a receipt that is reasonably believed to be intended for parallel trading, the Company has the right to refuse registration of the receipt for the accumulation of Lee Gardens Points, revoke any credited Lee Gardens Points, demand return of Membership Rewards and/or terminate the Membership.
8. The Company takes no responsibility for any undelivered SMS, push notifications or emails.
9. A Member must ensure that the information submitted on the registration form is authentic, accurate, complete, not misleading.
10. One (1) mobile number can only be registered by one (1) Member. A Member can only hold one Membership account. The unique mobile number for the Member is required to access the Mobile Application. Any duplicate applications will not be accepted. The Company may reject any application at its sole discretion.
11. If a Member has changed his/her mobile number, he/she must inform the Company immediately and update Membership record. If a Member is found to have registered with a mobile number that he/she does not own legitimately, the Company has the right to suspend or terminate such Membership at its sole discretion.
12. The Mobile Application only supports iOS 13 or above, and Android 11 or above.
13. After Membership registration, if a Member requires to change birthday month, he/she must notify the Company by sending an email to leegardensclub@hysan.com.hk with the relevant supporting documents by using the registered email address as may be required by hy! Membership and Club Avenue by Lee Gardens Membership to update such personal information.
14. The Company has the right to terminate or extend or change the structure, benefits and other features of the Programme, including but not limited to any of the terms and conditions at any time without prior notice at its sole discretion.
15. In case of dispute, the decision of the Company shall be final and conclusive and binding on all parties concerned.

III. Membership Reward Tiers

1. Lee Gardens Membership consists of different reward tiers: hy! tier and Club Avenue by Lee Gardens tiers (Club Avenue by Lee Gardens Pre-purple Card Member (**“Pre-purple Card Member”**), Club Avenue by Lee Gardens Purple Card Member (**“Purple Card Member”**), Club Avenue by Lee Gardens Green Card Member (**“Green Card Member”**); Club Avenue by Lee Gardens Ruby Card Member (**“Ruby Card Member”**); Club Avenue by Lee Gardens Gold Card Member (**“Gold Card Member”**); Club Avenue by Lee Gardens Platinum Card Member (**“Platinum Card Member”**); and Club Avenue by Lee Gardens Black Card Member (**“Black Card Member”**)). Each Member can hold only one Membership at a time. The Company shall review the accumulated

Qualified Spending from time to time, subject to the Company's decision and criteria, a Member may be offered promotion to different Club Avenue by Lee Gardens tiers by the Company.

2. Members being invited are required to accept the offer within 30 days from the date of invitation, failing which such Members shall be deemed to have forfeited the right to accept the offer.
3. Members will be notified by push notifications/SMS/email in respect of the status of the Membership tier, i.e. interchange between the hy! tier and Club Avenue by Lee Gardens tiers. By continuing to use the Mobile Application and/or the Membership and the associated privileges, the Members shall be deemed to have accepted the Membership terms and conditions, any rules relating to the relevant tier and/or the personal information collection statements ("**PICS**") including but not limited to his/her consent that his/her personal data shall be retained for the purposes stated therein during the Membership.

IV. Membership Registration

1. To join the Programme, Members are required to provide the following personal data:
 - a. Full legal name (name as appeared on credit card)
 - b. Mobile phone number
 - c. Email address
 - d. Age range
 - e. Date and month of birth
 - f. Location
 - g. Credit card details (if applicable)
 - h. Octopus card number (if applicable)
 - i. Car plate number(s) (if applicable)
2. If the personal data provided is incorrect, incomplete or outdated, the Company may not be able to provide the relevant goods and/or services (including registration of Lee Gardens Points, touchless parking service, free parking privileges, etc.) or process Members' requests.

V. Membership Privileges

- 1.1 Membership privileges are offered to a Member by the Company and/or the Participating Merchants.
 - 1.1.1. All purchases of goods and/or services offered by the Participating Merchants are made directly by the Member with the relevant Participating Merchants, and the Company has no liability whatsoever related to these purchases.
 - 1.1.2 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 the Company entertain any such enquiry or complaint nor be a party to any such dispute.
- 1.2 The Company has sole discretion in determining, modifying and/or revoking the Membership privileges and the duration for which they are available at any time without prior notice. 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.
- 1.3 Exclusive Year-Round Privileges
 - 1.3.1 A range of exclusive year-round shopping and dining privileges apply generally to ALL members, subject to terms and conditions.
 - 1.3.2 Please refer to the specific terms and conditions issued by the Company from time to time for details on exclusive shopping and dining privileges.

VI. Lee Gardens Points Eligibility

1. A Member can earn Lee Gardens Points upon Qualified Spending at Lee Gardens Outlets at the Earn Rate:
 - a) **Eligible Receipts** are receipts of Qualified Spending issued by a Participating Merchant and hy! Platform, subject to the following conditions:
 - (1) All receipts must be original and clearly show the name of the Participating Merchant, shop address, invoice number, transaction number, transaction date and amount of the transaction.
 - (2) All spending at Lee Gardens Outlet must be settled by electronic payment, including credit card, EPS, debit card, Apple Pay, Google Pay, Samsung Pay, UnionPay Quick Pass, WeChat Pay, Alipay, Pay Wave, Payme, Tap & Go or other regulated stored value facilities .

- (3) Payment made in cash or with Octopus card will not be eligible for spending accumulation.
- (4) All original electronic payment receipts must be accompanied by the corresponding outlet's original receipts with matching amount in order to qualify for Membership spending accumulation. Credit card authorization form, bank statement, e-bank statement do not qualify as original electronic payment receipts.
- (5) Electronic payment receipts must be machine-printed and in cardholder's copy.
- (6) Receipts that fall within any of the following descriptions shall be deemed invalid and will not be considered for the calculation of Qualified Spending:
 - i. payments made in cash or with Octopus cards;
 - ii. reprinted or photocopied or duplicated receipts, standalone electronic payment receipts, hand-written receipts, partially or fully paid deposit receipts, damaged receipts or defaced or altered receipts;
 - iii. receipts regarding 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 mail/ fax/ phone orders, charity donations;
 - iv. receipts issued in respect of a transaction that have 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, utility bills, car parks;
 - vi. receipts showing only a payment of deposit or partial payment;
 - vii. receipts showing purchases settled by hy! Membership Gift Certificates, e-Gift Certificates and/or any vouchers, certificates, coupons issued by the merchants;
 - viii. amount settled by Members using hydollar! or points generated by merchants' loyalty / membership programmes or the Programme;
 - ix. receipt that shows partial payment as payment method; or
 - x. tips for any purchase or transaction.

VII. Lee Gardens Points Registration Channels

1. Members are required to register Lee Gardens Points through the Mobile Application.
2. **Uploading of receipts through the Mobile Application:**
 - (a) Members can register Lee Gardens Points through the point self-registration function by uploading the Eligible Receipts being the merchant's machine-printed receipts and corresponding electronic payment slips. Members should keep the original receipts and related electronic slips in case they are required for verification by the Company. 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 via the Mobile Application. Members should ensure these notifications are enabled in the Mobile Application.
 - (b) Members can upload multiple merchant's machine-printed receipt and corresponding electronic payment slip at a time. Submissions in which either the merchant's receipt or payment slip is missing, will not be accepted.
 - (c) Members should ensure their mobile network is stable while uploading the images. Only clear images of merchant's machine-printed receipts and payment slips will be accepted for point self-registration of Lee Gardens Points through the Mobile Application. The Company takes no responsibility for any unsuccessful upload.
 - (d) Permission to access device camera and/ or photo album is/are required for receipt image upload. By submitting receipt images on the Mobile Application, it is deemed that Members have read, understood and accepted the Privacy Policy and the PICS and the image will be viewed by internal staff as it is. Members have the right and are recommended to mask personal information (other than the Members' names and the relevant credit card numbers or transaction numbers) by using the painting function.
 - (e) Payment must be made by the Member. The name on the electronic payment slips must be same as the Member's name as registered with the Programme. If needed, the Company staff at the General Concierge shall have the right to ask Member to present documents to verify his/her identity and confirm a transaction, including valid identification documents and the original payment receipt or transaction record matching the payment settlement of their

- credit card, EPS, debit card, Apple Pay, Google Pay, Samsung Pay, UnionPay Quick Pass, WeChat Pay, Alipay, Pay Wave, Payme, Tap&Go or other regulated stored value facilities.
3. In the event that an Eligible Receipt, which has been registered, is subsequently fully or partially refunded, withdrawn or cancelled, a Member is obliged to promptly inform the Company. This allows for the adjustment of the accumulated spending and corresponding Lee Gardens Points prior to receiving a refund from the merchant. The Company has the right to terminate the Membership should there be any refunded, withdrawn or cancelled receipts that are not reported or any forged or fraudulent receipts. Members are also required to return redeemed Rewards, or to pay the applicable fee for any activity participated in as a reward (the amount of fee will be determined by the Company).
 4. Eligible Receipts can only be registered once for the accumulation of Lee Gardens Points. Registered Eligible Receipt(s) will not be accepted again for further points registration, and cannot be used in conjunction with other offers and promotions, except free parking and designated promotions including the collection of Piggy e-Stamps.
 5. The Company will verify the Member's registered name against the customer's name shown on electronic payment receipts. The customer's name on electronic payment receipts must match the Member's registered name.
 6. The Company has the right to make copies of any receipt, payment sale 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 for as long as necessary for the above purposes and will be destroyed afterwards.
 7. In the event that an error or inconsistency is identified pertaining to any receipts registered by the Members, the Company has the right at any time to amend or correct the information registered in its database. This includes adjustments to Lee Gardens Points, Membership tiers and any other privileges, rewards, entitlements or benefits offered to the Members. The Company reserves the right to implement such amendment or correction without giving prior notice.
 8. Lee Gardens Points are irreversible and non-refundable once converted into rewards.
 9. In case of dispute, the Company has the right at any time to request the Member to submit the relevant original and registered receipts, the original electronic payment receipts, identity documents and/or such further documents or evidence of the Qualified Spending for verification.
 10. In case of suspected fraud, the Company has the sole discretion to refuse the registration of any spending or the Lee Gardens Points if there are doubts regarding the eligibility, validity or authenticity of the receipts. It may also terminate the Membership, reverse all credited Lee Gardens Points, or cancel or demand return of the privileges or rewards 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 has the sole discretion to refuse any spending registration or hy! Membership/ Club Avenue by Lee Gardens privileges rewards redemption if the eligibility, validity or authenticity of the documents presented is in doubt. The Company reserves the right to claim against the Members for all losses or damages caused to the Company and/or to take all action necessary to protect its rights and interest, and to report the matter to the Hong Kong Police.
 11. All decisions made by the Company shall be final and conclusive.

VIII. Lee Gardens Points Registration Process

1. **Eligible Receipt registration limit:** For the hy! tier, the Eligible Receipt must show a net spending amount of HK\$100 or more to qualify for point registration and the maximum spending amount valid for each receipt uploaded is HK\$10,000. If the spending amount for one receipt exceeds HK\$10,000, points earned beyond the HK\$10,000 limit will be forfeited and will not be credited to the Member's account. The maximum daily amount valid for receipt uploaded is HK\$30,000. If the total spending amount is over HK\$30,000, points earned beyond the HK\$30,000 limit will be forfeited and will not be credited to the Member's account.
2. A Member must submit the Eligible Receipt(s) within 14 days of the date of issuance of the receipt or within the calendar year, whichever is earlier. For example, if a purchase was made on 1 January in the current calendar year, the corresponding Eligible Receipt must be registered on or before 14 January in the current calendar year. However, all Eligible Receipts issued on or before 31 December in the current calendar year must in any event be registered on or before the annual cut-off date of 31 December in the current calendar year for calculating annual reward points and rewards. Any registration after the Eligible Receipt registration period will not be accepted.

3. Submissions of Eligible Receipt(s), and verification by the Company, will be done via the Mobile Application. Upon approval, Lee Gardens Points will be credited to the Member's account.
4. If the required information provided by the Member is incorrect or incomplete, the submission will be rejected and he/she will have to re-submit the required information within 14 days of the date the invoice was issued.
5. Lee Gardens Points will be automatically registered into Member's account for transactions made on <https://hyleegardens.com.hk/>.
6. The Company reserves the right to withhold any point registration from Members who have uploaded faulty receipts, including but not limited to unclear photo uploads, duplicated receipt numbers, a transaction paid by cash, or exceeding the daily maximum point limit, etc. The Company reserves the right of final decision in case of any dispute.
7. Separate payment receipts will not be accepted. Payment receipts from the same merchant cannot be split into separate 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.
8. Membership and Lee Gardens Points registered are for the sole use of the Member and cannot be transferred to others.
9. Members can check their latest point balance on the Mobile Application. All point records in Lee Gardens Membership system shall be final and conclusive. The Company will not accept any claims for missing Lee Gardens Points. In the event of technical issues or abnormal incidents that prevent the Company from retrieving information of a Member's point balance from the system, the Company shall not be held responsible for any loss or damage.
10. Lee Gardens Points cannot be sold, bought, transferred or redeemed for cash.
11. Staff at Participating Merchants who are Members of Programme are not eligible to register points or redeem gifts on behalf of Members. The Company reserves the right to reject such point registration requests.
12. By joining the Membership, the Members agree that Hysan Marketing Services Limited and/or the Hysan Group of companies may contact you for invitation to join other clubs and services operated by the Hysan Group.

IX. Redemption of Rewards

1. Members can use Lee Gardens Points to redeem Rewards through the Mobile Application.
2. The redemption of Rewards must be requested within the period as specified in the relevant terms and conditions of the Reward. The availability of Rewards and their approval for redemption are subject to the discretion of the Company.
3. Once a request for redemption has been approved, the corresponding Lee Gardens Points will automatically be deducted from the Member's account. If there are insufficient Lee Gardens Points in the Member's account, the request for redemption will be cancelled.
4. Redeemed Rewards may be subject to terms and conditions of the merchants responsible for the supply of the Rewards.
5. Rewards cannot be exchanged for cash.
6. Once Rewards have been redeemed, requests for cancellation or refunds of the redeemed Rewards will not be entertained.
7. The Company shall not be liable for any loss or damage incurred as a result of Rewards provided by the relevant merchants.

X. Piggy e-Stamp Redemption

1. Members can collect Piggy e-Stamps through the Mobile Application.
2. Once the conditions for the collection of Piggy e-Stamps are fulfilled, the Mobile Application will automatically credit the Piggy e-Stamps to the Member's account and update the corresponding records.
3. Piggy e-Stamps are not transferable between Members.
4. For details, please refer to the Piggy e-Stamp Redemption Terms and Conditions.

XI. Reward Transfer between Members

1. Members can transfer redeemed Rewards to other Members through the Mobile Application, subject to terms and conditions. For the avoidance of doubt, Lee Gardens Points are not transferable between Members.
2. Each Reward can only be transferred once (1) from the transferring Member to the receiving Member. The receiving Member cannot further transfer the same Reward to another Member.
3. The transfer of Rewards is subject to any applicable terms and conditions of the relevant participating merchant, including validity periods, expiry dates, eligibility requirements, redemption processes, limitations or restrictions, modifications or termination, etc.
4. The transfer of Rewards shall not affect the applicable terms and conditions of the Rewards.
5. Rewards can be transferred between Members of different Reward Tiers or Lee Gardens Membership Programme.
6. The transferring Member must verify the registered telephone number of the receiving Member and ensure its accuracy. Once a transfer is made, it cannot be reversed under any circumstances or for any reasons.

XII. Birthday Bonus Points

Members will earn double Lee Gardens Points in their birthday month (which must be registered with the same birthday month as the identity document) for the first eligible spending receipt settled with eligible electronic payment (calculation based on the date of merchant printed receipt issuance). After successful registration of the Lee Gardens Points, the extra birthday points 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 birthday points that a Member can earn is 3,000 points. The Birthday Bonus Points cannot be earned in conjunction with other offers and promotions, except free parking and designated promotions.

XIII. Payment of Parking Fees

1. Members can pay their parking fees electronically through the Mobile Application.
2. Parking fees can be paid by various methods including credit cards or other permitted electronic payment methods, e-coupons, Lee Gardens Points, or a combination of these options.
3. Members must pay parking fees before exiting carparks.

XIV. Free Parking Privileges

1. Members can enjoy free parking privileges upon cumulative same-day purchase by electronic payment at designated locations of Lee Gardens Area. For details, please refer to the Terms and Conditions for Free Parking Privilege.
2. Members can redeem free parking privileges through the Mobile Application. Once the conditions for free parking privileges are fulfilled, the Mobile Application will automatically initiate the redemption process for free parking privileges.
3. Upon successful redemption of the free parking privilege, the Mobile Application will provide confirmation to Members.

XV. Points' Expiry Date

Expiry Dates: Lee Gardens Points of hy! Membership expires on 31 March of every year. This means Lee Gardens Points earned from 1 January to 31 December this year will expire on 31 March the following year and must be used to redeem rewards on or before 31 March of the following year. Expired Lee Gardens Points will be forfeited automatically on 1 April the following year.

XVI. Use of hydollar!

1. Each hydollar! is equivalent to HKD1 e-cash and can be used in a transaction at a hydollar! Participating Merchant.
2. Members shall use at least 10 hydollar! in one (1) single transaction.
3. The Company reserves the right to adjust the hydollar! conversion rate and/or to restrict or limit the number of hydollar! a Member can use for each transaction at any time without any prior notice.

4. The redemption rate of Lee Gardens Points and/or the corresponding number of Lee Gardens Points required for such transaction will be reflected during the checkout process at the hydollar! Participating Merchants, and by continuing with transaction, the Member confirms his/her acceptance the redemption rate.
5. If the number of hydollar! does not meet the minimum hydollar! usage requirement set by the Company, the transaction is considered invalid and cannot be completed.
6. Only hydollar! redeemed by one single Member can be used in each transaction. hydollar! of different membership accounts cannot be used in the same transaction .
7. Transactions paid by using hydollar! (whether in full or in part) cannot be cancelled, refunded or voided under any circumstances.
8. Transactions paid by hydollar! are not eligible for the accumulation of Lee Gardens Points or any other promotional programmes.
9. hydollar! cannot be exchanged or redeemed for cash and may not be sold, purchased or transferred to any other Member or person.
10. The use of hydollar! is subject to the applicable terms and conditions of the hydollar! Participating Merchants.
11. In the event that the Company suspects any suspected fraudulent or suspicious activities involving a Member's account or use of hydollar!, the Company may suspend or terminate the relevant Member's account and use of hydollar! without prior notice. The Company may also suspend or revoke the Member's eligibility to continue to participate in the Lee Gardens Membership Programme. In such circumstances, the hydollar!, and the Lee Gardens Points accrued in the Programme may be forfeited. During the suspension, revocation or termination of Member's account, the Member will no longer be able to access its account and any unredeemed and/or unused Lee Gardens Points, rewards, gift certificates or any other kinds of privileges will be immediately suspended. No compensation, reinstatement and reissuance will be made to such Member under any circumstances. The Company's decision shall be final and binding on all parties.
12. The Company reserves the right to amend or modify these Terms and Conditions, structure, benefits, contents and other features of hydollar!, including but not limited to the usage the Mobile Application, conversion rate and validity period of Lee Gardens Points and/or hydollar!, new or other programs/campaigns/schemes and termination of the hydollar!, at any time without prior notice. It is the responsibility of Members to keep themselves up to date in respect of the hydollar! and these Terms and Conditions. Any accumulation of Lee Gardens Points and/or use of hydollar! by a Member will be deemed as acceptance of any such amendment or modification. The Company will not be liable for any loss or damage resulting from any amendments or modifications.

XVII. hydollar! Terms and Conditions

1. hydollar! can be redeemed from Lee Gardens Points which can be used at hydollar! Participating Merchants.
2. hydollar! Participating Merchants: means any tenants, shops, stores, branches or merchants designated by Participating Tenants at which Members may use hydollar!. The eligibility of hydollar! Participating Merchants are subject to the sole discretion of the Company and/or may change without prior notice. Members may visit leegardens.com.hk or General Concierge for the latest list of eligible hydollar! Participating Merchants.

XVIII. Other Functions

1. Parking Service

- 1.1 Car Park Vacancy: The Mobile Application provides an indication of parking space availability in the Lee Gardens areas and such information is for reference only. Parking spaces are allocated on a first-come first-served basis. For the most up-to-date information on available parking spaces, please refer to the indicator at the entrance of the respective car parks. The Company does not guarantee the accuracy, timeliness and completeness of the information provided through the Mobile Application.
- 1.2 Touchless Carpark Service: Members at hy! tier must register touchless parking through the Mobile Application in order to be eligible for free touchless parking redemption. By using the

Touchless Carpark Service, the Member expressly agrees and authorises the Company to provide his/her Member ID number, vehicle plate number, Octopus/credit card numbers and any other information (including personal data) to third-party parking system operators and payment system operators. Car park rules and/or terms and conditions for respective individual carparks apply.

2. **Restaurant Services operated by Third Parties:** The Scan-To-Order and table reservation services are provided by Openrice Group Inc. and/or other third parties. 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 for the quality and/or availability of the food, products and/or services provided or offered by the relevant Participating Merchants or Openrice Group Inc. Under no circumstance will Membership or the Company entertain any such enquiry or complaint nor be a party to any such dispute.
3. **Payment System operated by Third Parties-** The payment system via the Mobile Application 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 Participating Merchants or Global Payments. The Company shall not be responsible for any representation, warranty or guarantee and shall not be liable for the quality and/or functionality of the payment system.

XIX. General Terms and Conditions

1. Eligibility for Membership is at the sole discretion of the Company. The Company may reject any application. The Company has the right to change the tiers, invalidate or terminate the Membership or the hy! Membership/ Club Avenue by Lee Gardens loyalty program at its sole discretion.
2. Activation and use of Membership will be deemed to be acceptance of all Terms and Conditions (including any subsequent amendments) of hy! Membership/ Club Avenue by Lee Gardens membership.
3. Only customers who have completed the registration process via the Mobile Application (which can be downloaded from the App Store or Google Play) to become members of hy! Membership can enjoy Member privileges.
4. The Company reserves the right to amend or modify at any time without prior notice the structure, content, benefits and any other features of hy! Membership, including but not limited to these Terms and Conditions, mobile applications, point registration, conversion and expiry dates of points, rewards and offers, redemption and collection of rewards and offers, termination of hy! Membership or any other items. It is the responsibility of Members to keep themselves up to date in respect to the hy! Membership and these Terms and Conditions. By logging in, redeeming or using Lee Gardens Points and/or hydollar!, rewards and offers will be deemed as acceptance of all amendments or modifications. The Company will not be liable for any loss or damage resulting from the amendments or modifications.
5. Any Member may terminate Membership by giving notice to us by sending an email to leegardensclub@hysan.com.hk.
6. Upon withdrawal, termination or expiry of Membership, all unredeemed Lee Gardens Points in the Member's account will be forfeited absolutely without notice. Termination 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 personal data, please send an email to our Data Privacy Officer at data.officer@hysan.com.hk or as indicated in the relevant materials.
7. The Membership Card stored on the Mobile Application is for the sole and exclusive use by Members. Members should keep their Membership numbers and email addresses strictly confidential and secure. Members shall not allow other persons to use the Membership Card or Mobile Application.
8. The Company will not bear any responsibility in any case of network problems, system malfunctioning, poor phone reception or interference caused by third party applications that may result in the delay, loss, mistake or corruption of an information transfer. The Company takes no responsibility for undelivered SMS, push notifications, emails or postal communications.
9. The Company, Hysan Group of companies and their respective officers, employees, agents, contractors or sub-contractors do not accept any responsibility whatsoever for unavailability of the Mobile Application, or any difficulty or inability to download, upload or access content or any

- other communication system failure which may render the Mobile Application unavailable.
10. Where the Mobile Application provides links to third party website, these are provided solely as a convenience to you, and they are not affiliated to the Company. Such websites shall not in any way be regarded as an endorsement of any kind by the Company approving the contents thereon. If you access any linked third party websites, you do so entirely at your own risk. The Company neither takes any responsibility for nor makes any representations, warranties or undertakings (whether express or implied) as to their availability and the contents contained in third party websites. Any questions or comments relating to such third party websites shall be addressed to the operators or owners of those websites.
 11. All questions or disputes shall be resolved by the Company in its absolute discretion. In the event of any dispute, the decision of the Company shall be final. The decision of the Company on all matters relating to, or in connection with, the Membership shall be final and binding on all parties concerned.
 12. For any questions about hy! Membership, members can contact our staff through any of the following methods:
 - a) Visit General Concierges Lee Garden One/ Lee Garden Two/ Lee Garden Three/ Hysan Place/ Lee Theatre: Please refer to Lee Gardens Official Website: <https://www.leegardens.com.hk>
 - b) Email to leegardensclub@hysan.com.hk (content must include the Member's name, registered mobile number, email address and contact number)
 13. For Club Avenue by Lee Gardens Membership Terms and Conditions, please refer to its relevant Terms and Conditions for details.
 14. For hy! Platform Terms and Conditions, please refer to its relevant Terms and Conditions for details.
 15. Applicable Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
 16. Right to change these Terms and Conditions: The Company have the right to change these Terms and Conditions from time to time without prior notice. Any changes to these Terms and conditions shall be uploaded to the Mobile Application.
 17. The English version of these terms and conditions shall prevail wherever there is any inconsistency or conflict between the Chinese and English versions.

XX. Termination or Suspension of Membership

1. Members may terminate their Membership at any time by giving 30 days prior written notice to the Company.
2. The Company is entitled to forthwith terminate or suspend the hy! Membership and/or the Club Avenue by Lee Gardens Membership of any Member at its sole discretion in case the Member breaches or is reasonably believed to have breached any of the Terms and Conditions, or fails to comply with the instructions of the Company. In addition, the Company reserves the right to forthwith terminate or suspend the Membership of any Member at any time at the sole and absolute discretion of the Company. The Company shall not be liable for any loss or damage incurred as a result of termination of the Membership suffered by any party under any circumstances.
3. The Company reserves the right to cancel all unused Lee Gardens Point and/or hydollar! of a Member forthwith upon termination of his Membership for whatsoever reasons without any liability or compensation.
4. Termination of Membership for whatsoever reasons shall not prejudice any accrued rights and remedies of the Company, the Participating Partners and/or the Participating Merchants as at the date of termination of Membership.
5. If there is any misuse of the Membership Cards, QR codes, Membership accounts, Lee Gardens Points/ hydollar! and/or Rewards, including but not limited to dishonest conduct, fraud and/or misconduct by a Member, the Company and/or the Participating Partners reserves the right to terminate or suspend the Membership or withdraw the Lee Gardens Points/ hydollar! and/or Rewards from the Member without prejudice to any accrued rights and remedies of the Company and/or the Participating Partners against the Member.
6. Upon the death of a Member, his/her Membership account shall be closed and all unused Lee Gardens Point and/or hydollar! (if any) shall be cancelled by the Company without any liability or compensation. Any balance of the Lee Gardens Points and/or hydollar! cannot be transferred to any other person.

7. If a Member has earned Lee Gardens Points, used hydollar! and/or redeemed Rewards for himself/herself through any suspected dishonest conduct, fraud and/or misconduct, the Member shall, without limitation, be liable to the Company, the Participating Partners and/or the Participating Merchants for the Lee Gardens Points/ hydollar! and/or the full value of the Rewards or other goods or services obtained, together with all costs and damage incurred or suffered by the Company, the Participating Partners and/or the Participating Merchants resulting from such suspected dishonest conduct, fraud and/or misconduct.

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