

**TERMS AND CONDITIONS IN RESPECT OF
DP CLUB SPENDING REWARD REDEMPTION PROGRAM**

(1 –31 October 2019) (“Promotion Period”)

1. Applicable Activity

By participating in the promotion activity by Discovery Park Commercial Services Limited (“**DPCSL**”) as set out in clause 2 below (the “**Activity**”), each participant is deemed to have read, understood and agreed to the terms and conditions applicable to the Activity.

2. The Details of the Activity

(1) Redemption of Cherry Tokyo Cafe HK\$100 Voucher

During the Promotion Period, any DP Club member, who spends Electronic Money at the Designated Merchants of D·PARK with an aggregate spending of HK\$4,000 or above (present 2-6 Eligible Receipts in promotion period) during the Promotion Period and uses 40,000 member points, can redeem one piece of Cherry Tokyo Cafe HK\$100 Voucher by presenting to DPCSL the said Eligible Receipt.

(2) Redemption of Green Sun Garden HK\$50 Voucher

During the Promotion Period, any DP Club member, who spends Electronic Money at the Designated Merchants of D·PARK with an aggregate spending of HK\$2,200 or above (present 2-4 Eligible Receipts in promotion period) during the Promotion Period and uses 22,000 member points, can redeem one piece of Green Sun Garden HK\$50 Voucher by presenting to DPCSL the said Eligible Receipt.

The above-mentioned **Cherry Tokyo Cafe HK\$100 Voucher and Green Sun Garden HK\$50 Voucher** are hereinafter collectively referred to as (“**Gift**”).

3. Special Terms and Conditions applicable to the Activity

(1) Terms Used

(a) Electronic Money

“**Electronic Money**” means credit cards, debit cards, Octopus Card, Apple Pay, Tap & Go or Alipay.

(b) Eligible Receipt

An “**Eligible Receipt**” means an original machine-printed receipt issued by a merchant in D·PARK on the day of the redemption for an Eligible Transaction, and shall clearly identify the name and address of the merchant, the invoice number, with sales amount of not less than HK\$100 and transaction date. Each Eligible Receipt shall be supported by the corresponding cardholder’s copy of the credit cards or debit card payment slip or code on Octopus. For existing DP Club Members, the name as appear on each Eligible Receipt shall also match the name of the Member on his or her DP Club membership card. DPCSL does not accept any photocopies or hand-written receipts and reserves the right not to accept any receipts that DPCSL suspects to be invalid, forged, issued not for genuine transactions or on other grounds without any explanation.

(c) Eligible Transaction

An “**Eligible Transaction**” means a consumer transaction with a merchant at D·PARK but excludes:

- (i) any single spending below HK\$100;
- (ii) transactions with merchants other than Participating Merchants;
- (iii) purchase of gift vouchers or certificates (such as cash coupons, cake coupons or pasty coupons), stored value cards or pre-paid cards of any kind whatsoever;
- (iv) adding of value to Octopus cards, stored value cards or pre-paid cards;
- (v) the remaining unpaid amount of a spending (such as amount paid as shown on a deposit receipt);
- (vi) purchase of membership;
- (vii) purchase of concert, performance or admission tickets;
- (viii) bill payments (including but not limited to payment of telecommunication or utility bills);
- (ix) exchange of goods (but excluding any additional payment);
- (x) purchase of postage stamps;
- (xi) cash withdrawals with EPS; and
- (xii) any other transactions that DPCSL may specify from time to time.

(d) Designated Merchants

“**Designated Merchants**” means the following merchants at D·PARK only:

- (i) Beauty/Personal Care/Health Products: 759 Kawaiiland, Bioscreen Paris , BubbleBeBe Spa, Colourmix, Eu Yan Sang, Hair Oasis, Happy Fingers, Ingrid Millet Paris, Le Pharmacy, Mannings, Pure Massage,

Watsons Baby, Meka, Manna Organic Shop

- (ii) Dining: Café de Coral (funland), Chef's Stage Kitchen, ClubONE in Bloom, Délifrance, Gustation Restaurant, Gyu Jin, Imasuke Japanese Restaurant, McDonald's & McCafé, Outback Steakhouse, Pizza Hut, Pokka Café Grill Specialist, Super Super, Toriyamana Restaurant, Yumemiya Japanese Café, Yoshinoya, Hanjuku Kobo, Ajisen Ramen, The Dining Room, Genki Sushi, Antoshimo, Cherry Tokyo Café, homu by favilla
- (iii) Fashion: Baleno/Baleno Junior, GigaSports, H&M, Maple, Soler, Veeko, Free Running
- (iv) Jewelry/Accessories/Optical: Chow Tai Fook, HK Optical, LensCrafters
- (v) Home Accessories & Appliances: A-Fontane, Airland, Cottex, Ergoboss, Japan Home Centre, Kids Amor, King Koil, maxcare, Ninki Denki, Pricerite, SimplyLife, Wai Ming Lighting, Casablanca, at·home, NOME, Morris
- (vi) Kid's Wear & Toys: 123... by ELLA, Biome, Chickeeduck, mides, School Driver, Toys"R"Us, United Colors of Benetton, Chicks, KISSES for kids, Best Wishes, Kids Wonderlandm, Kingkow, Mini K
- (vii) Shoes/Handbags: Clarks Outlet, K-Swiss, Palladium, IN-WAY
- (viii) Bakery & Confectionery: Kee Wah Bakery, St. Honore Cake Shop, Hang Heung Cake Shop, Starbucks Coffee, Tai Pan Breads & Cakes, LUCULLUS, Herbaceous teas
- (ix) Supermarket/Convenience Store: 759 Store, Bestmart360, HKTVmall
- (x) D-PARK Multiple Intelligence: Journey, Courses & Activities
- (xi) Entertainment: Candy Park by Cinema City, Play House Play Café, HTC Viveland
- (xii) Services: A-Quality Laundry
- (xiii) Donut Village

(2) Place of Redemption

The redemption of this Activity shall take place from 10am to 10pm at the DP Club member counter on the second floor of D-PARK or any other counter as DPCSL may designate from time to time.

(3) Restrictions on Redemption

- (i) The Gift can be used with New Member Privilege, but cannot be used in conjunction with other promotion offers of D-PARK.
- (ii) Each eligible receipt can only redeem the designed gift for once.

(iii) Redeemed gifts cannot be returned or cancelled under any circumstances.

(4) Source and Quality of Redemption items

DPCSL disclaims any liability if any participant suffers from any damage arising from such gifts. Participants shall absolutely bear all such risk. No participant shall make any complaint to DPCSL in relation to the packing, design, quality and fit for purpose of the gifts. Should such gifts be lost or stolen, DPCSL is not obliged to offer any replacement of the same to the participant.

(5) Photos for Reference Only

Photos of the Gift are for reference only.

(6) Limited Stock

The number of the Gift is limited and shall be offered on a first-come-first-served basis.

(7) Use Restrictions

Use of the Gift shall be subject to the applicable terms and conditions therein.

(8) No Exchange

The Gift cannot be exchanged for cash or other gifts or privileges, and no refund will be provided.

(9) Copying Eligible Receipts

DPCSL has the right to make an electronic copy of each Eligible Receipt presented to DPCSL in the course of the redemption and to keep the electronic copies for audit purposes.

(10) Marking on Eligible Receipts

DPCSL has the right to make any marks on each Eligible Receipt presented to DPCSL in the course of the redemption. The Eligible Receipts marked by DPCSL cannot be used in this Activity or any other gifts or privileges in other promotional activities being held in D·PARK again (save and except redemption of DP Club Points).

(11) Cancelled Transactions

If any one of the transactions relating to the receipt used for the redemption of this Activity is subsequently cancelled or revoked for whatever reasons, and the actual spending amount under the Eligible Receipt fall below the requisite amount for the

redemption, such participant is required to pay the corresponding fee for the item(s) redeemed to DPCSL.

(12) Power to Terminate

DPCSL is entitled to suspend, terminate or cancel the Activity at any time without any prior notice.

(13) Enquiry

For more details regarding this promotion and redemption, please make your enquiry at the DP Club member counter on the second floor of D·PARK.

4. General Terms and Conditions applicable to the Activity

(1) Power to Amend

DPCSL has the right to amend these Terms and Conditions at any time without any prior notice.

(2) Power to Interpret

DPCSL has the right to interpret these Terms and Conditions. In case of disputes, the decision of DPCSL shall be final and binding on all parties concerned.

(3) Anti-bribery

Participants shall strictly comply with laws and regulations and is forbidden to bribe or attempt to bribe the employees of DPCSL. Participants or his/her employees (if applicable) shall not directly or indirectly offer gifts or articles or marketable securities or other improper benefits in order to obtain commercial benefits in relation to this Activity or any special commercial treatment. In the event of breach of this clause by participants, DPCSL is entitled to deny participants from participating in the Activity with immediate effect without being liable for any loss or damages to the participants. DPCSL is further entitled to request the participants to be liable for such non-compliance and compensate any loss and damages suffered by DPCSL.

(4) English Version Prevails

The Chinese version of these Terms and Conditions is for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version shall prevail.

(5) Governing Laws

These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region.

Issued by Discovery Park Commercial Services Limited on 1 October 2019.