

**TERMS AND CONDITIONS IN RESPECT OF
WeChat Pay HK Summer Shopping Rewards - 10X K Dollars
(26 July – 26 September 2021)**

1 Applicable Activity

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

2 The details of Activity

Activity: WeChat Pay HK Summer Shopping Rewards - 10X K Dollars

Activity Period: 26 July – 26 September 2021

During the Activity Period, DP Club Members (“**Members**”) who use WeChat Pay HK to pay for the entire Eligible Transaction(s)^ at merchants of D-PARK (“**Merchants**”) will be rewarded with 10X DP Club points for such Eligible Transactions, subject to these Terms and Conditions.

Members must register their Eligible Transaction(s) with the relevant Eligible Receipt(s) and the corresponding WeChat Pay HK payment record to redeem the 10X DP Club Points in accordance with the DP Club Programme Terms and Conditions.

For the purpose of redeeming the rewards, Members shall (i) first become and remain as KLUB 11 Member throughout the Activity Period and until the 10X DP Club Points are credited to his / her Member’s account; and (ii) link their DP Club membership account on D-PARK mobile application to their KLUB 11 membership account. Members must use the same mobile phone number for registering as a Member and a KLUB 11 Member.

^By way of example, if a Member makes a transaction of HK\$100, of which HK\$50 is paid by WeChat Pay HK and the other HK\$50 is paid by e.g. credit card, this is not an Eligible Transaction, and will not be eligible to participate in the Activity.

3. Redemption Restrictions

3.1. During the entire Activity Period, each Member is entitled to earn from the Activity a maximum of 45,000 Bonus DP Club Points from D-PARK.

4. Special Terms and Conditions applicable to the Activity

4.1. Terms Used

4.1.1. “10X DP Club Points” shall mean the amount of the basic DP Club Points and an extra 9 times the amount of the basic DP Club Points.

Example: A Member, who makes a HK\$1,000 Eligible Transaction via WeChat Pay HK at one of the Merchants during the Activity period, by successfully registering the Eligible Receipt(s) and the corresponding WeChat Pay HK payment record, will earn 1,000 basic DP Club Points and 9,000 Bonus DP Club Points (which is 10,000 DP Club Points in total). This is equivalent to 10,000/1,000, i.e. 10 times the amount of the basic DP Club Points.

4.1.2. “Bonus DP Club Points” shall mean the amount of the bonus DP Club Points awarded to Members beyond the basic DP Club Points.

4.1.3. “Eligible Receipt” shall mean an original machine-printed receipt issued by any of the Merchants for an Eligible Transaction. DP Club does not accept any photocopies or hand-

written receipts and reserves the right not to accept any receipts that DP Club suspects to be invalid, forged or issued not for genuine transactions or on other grounds without any need for explanation.

4.1.4. "Eligible Transaction" shall mean a consumer transaction entirely paid for by WeChat Pay HK between the Member and a Merchant, excluding the below transactions:

- a) any single spending below HKD50 ;
- b) transactions with merchants other than the Participating Merchants;
- c) any online platform of any Merchants;
- d) 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;
- e) use of festival voucher to redeem festival food e.g. use of mooncake coupon to redeem mooncake or use of rice dumpling coupon to redeem rice dumpling or use of Chinese cake coupon to redeem Chinese cake;
- f) adding of value to Octopus cards, stored value cards or pre-paid cards;
- g) the remaining unpaid amount of a spending (such as amount paid as shown on a deposit receipt);
- h) purchase of any type of membership from merchants;
- i) purchase of concert, performance or admission tickets;
- j) bill payments (such as payment of telecommunication or utility bills);
- k) exchange of goods (but excluding any additional payment);
- l) purchase of postage stamps;
- m) receipt on which the name of the cardholder doesn't match with the name of the Member as it appears on the membership enrolment form of DP Club;
- n) duplicated receipts;
- o) tips;
- p) discounts;
- q) amounts deducted from the use of cash coupons, promotion coupons promotional codes or K Dollars; and
- r) any other transactions that DPCSL may specify from time to time.

4.1.5. Other terms not defined in these Terms and Conditions shall have the same meanings as defined in the DP Club Programme Terms and Conditions.

4.2. Credit of Bonus DP Club Points

4.2.1. Bonus DP Club Points earned under the Activity will be credited to Members' accounts in the following manner: -

- (i) For any spending of Eligible Transaction during the period from 26 July to 31 August 2021, the relevant Bonus DP Club Points will be credited on or before 15 September 2021 with an expiry date of the day before the anniversary of his/her membership commencement date; and
- (j) For any spending of Eligible Transaction during the period from 1 to 26 September 2021, the relevant Bonus DP Club Points will be credited on or before 15 October 2021 with an expiry date of the day before the anniversary of his/her membership commencement date.

4.2.2. A Member shall forthwith inform DP Club of any transaction where benefits/ DP Club Points have been earned/obtained/redeemed but such transaction is subsequently cancelled, refunded or reversed for whatever reasons. In such circumstances, or if the Member fails to inform DP Club but it has come to the knowledge of DP CLUB of those cancelled, refunded or reversed transaction(s), then either: (a) the Member shall pay to DP CLUB forthwith upon

notice from DP Club for the value of the benefits, which value shall be determined by DP CLUB in its sole and absolute discretion; or (b) DP Club shall be entitled to deduct the DP Club Points earned from the said transaction(s) from his/her account (including any Bonus DP Club Points earned from the said transaction(s) during this Activity). The Member agrees that the aforesaid payment by the Member to DP CLUB is an agreed liquidated damages but not a penalty.

4.3. Copying Eligible Receipts

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

4.4. Marking on Eligible Receipts

DP CLUB has the right to make any marks on each Eligible Receipt presented to DP CLUB in the course of redemption. The Eligible Receipt marked by DP Club cannot be used again for participating in the Activity.

4.5. No Liability

DP CLUB 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, DP CLUB 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 DP CLUB.

4.6. Termination of the Activity

DP CLUB has the right to suspend, terminate or cancel the Activity at any time without any prior notice.

5. General Terms and Conditions applicable to the Activity

5.1. Amendment

DP CLUB has the right to amend any these terms and conditions at any time without any prior notice.

5.2. Interpretation

DP CLUB has the right to interpret these terms and conditions. In case of disputes, the decision of DP CLUB will be final and binding on all parties concerned.

5.3. English Version Prevails

The Chinese version of these terms and conditions are for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version shall prevail.

5.4. 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 15 July 2021.

**有關 WeChat Pay HK 盛夏購物獎賞 - 10 倍 K Dollar 消費推廣活動
之條款及細則
(2021 年 7 月 26 日至 9 月 26 日)**

1 適用活動

每位參與 Discovery Park Commercial Services Limited (「DPCSL」) 舉辦下述第 2 條的活動 (「活動」) 的參與者將被視為已閱讀、理解及同意適用於活動的條款及細則。

2 活動詳情

活動: WeChat Pay HK 盛夏購物獎賞 - 10 倍 K Dollar 消費推廣活動

活動期: 由 2021 年 7 月 26 日至 9 月 26 日

DP Club 會員 (「會員」) 於活動期內於 D-PARK 商戶(統稱「商戶」)以 WeChat Pay HK 作出整筆合格交易[^]，該合格交易的消費可享 10 倍 DP Club 積分 (受有關條款及細則限制)。

會員須按照 DP Club 會員獎賞計劃條款及細則，憑相關合格收據及 WeChat Pay HK 付款證明成功登記合格交易方可換領 10 倍 DP Club 積分。

如欲兌換獎賞，會員需 (i) 先成為 KLUB 11 會員，並於活動期及 10 倍 DP Club 積分存入當日保持 KLUB 11 會員身份，及(ii)在 D-PARK 手機應用程式上將其 DP Club 會籍帳戶連結至其 KLUB 11 會籍帳戶。會員用於登記成為會員和 KLUB 11 會員的手機號碼必須相同。

[^]舉例來說，如會員進行港幣 100 元的交易，其中港幣 50 元由 WeChat Pay HK 支付，另外港幣 50 元由信用卡支付，這個交易並不是合格交易，且將沒有資格參與活動。

3 換領限制

3.1 整個活動期內，每位會員可從活動中於 D-PARK 獲取最多 45,000 額外 DP CLUB 積分。

4 適用於活動的特別條款及細則

4.1 定義

4.1.1 「10 倍 DP CLUB 積分」是指基本的 DP CLUB 積分及額外 9 倍 DP CLUB 積分。

例子: 會員在活動期於其中一間商戶以 WeChat Pay HK 付款作 HK\$1,000 合格交

易，並憑相關合格收據及 WeChat Pay HK 付款證明成功登記積分，可享 1,000 基本 DP CLUB 積分及 9,000 額外 DP CLUB 積分，總共 10,000 DP CLUB 積分。這等於 10,000/1,000 即 10 倍基本 DP CLUB 積分。

4.1.2 「額外 DP CLUB 積分」是指會員於是次活動中除基本 DP CLUB 積分外，額外獲得的 DP CLUB 積分。

4.1.3 「合格收據」是指商戶於合格交易發出一張機印收據正本。DP CLUB 不接受任何影印或手寫的收據或支付憑據。DP CLUB 有權拒絕接受任何懷疑是無效的、偽造的或虛假交易產生等原因的收據或支付憑據，且毋須作任何解釋。

4.1.4 「合格交易」是指會員與商戶整筆消費以 WeChat Pay HK 付款的交易，但不包括以下交易：

- (a) 任何低於港幣 50 元之單一消費；
- (b) 與非參與商戶之間的交易；
- (c) 任何網上購物平台進行的任何交易；
- (d) 購買任何一種禮券（包括現金券、禮餅卡、禮餅券等）、儲值卡或預付卡；
- (e) 使用節日禮券換領節日食品，例如月餅券換領月餅、使用糉券換領糉子、使用糕點券換領糕點；
- (f) 八達通卡、儲值卡或預付卡充值；
- (g) 餘數未全部支付之消費金額(如收據只是訂金收據)；
- (h) 購買商戶的任何形式的會籍；
- (i) 購買音樂會門票、演出門票或入場券；
- (j) 任何繳費（包括支付通訊費或公用設施的費用）；
- (k) 更換商品（但不包括任何額外的付款）；
- (l) 購買郵票；
- (m) 收據上的持咭人姓名與 DP Club 申請表上之姓名不相同；
- (n) 重複的收據；
- (o) 小費；
- (p) 折扣；
- (q) 使用現金券、優惠券、優惠代碼或 K Dollar 抵扣之金額；及
- (r) DPCSL 不時指定的任何其他交易。

4.1.5 其他沒有在本條款及細則中定義的條款與 DP CLUB 獎賞計劃條款及細則所作的定義具有相同的涵義。

4.2 額外 DP CLUB 積分存入

4.2.1 於活動所獲得之額外 DP CLUB 積分將按下列方式存入會員之帳戶內:-

- (a) 有關 2021 年 7 月 26 日至 8 月 31 日期間的合格交易之消費，相關額外 DP CLUB 積分將於 2021 年 9 月 15 日或之前存入，積分之到期日為該會員每年的會籍生效日的前一日；
- (b) 有關 2021 年 9 月 1 日至 26 日期間的合格交易之消費，相關額外 DP CLUB 積分將於 2021 年 10 月 15 日或之前存入，積分之到期日為該會員每年的會籍生效日的前一日。

4.2.2 會員在任何交易中獲得/兌換福利/DP Club 積分，而該交易隨後由於任何原因被取消、退款或撤銷，會員應立即通知 DP Club。在這種情況下，或如果會員沒有通知 DP Club 但 DP Club 知悉該等被取消、退款或撤銷的交易，則：(a) DP Club 有權從其帳戶中扣除由上述交易所獲得的 DP Club 積分（包括在本活動中獲得的額外 DP Club 積分）；或 (b) 會員須在收到 DP Club 的通知時立即就該福利向 DP Club 支付有關價值，而 DP Club 擁有唯一及絕對酌情權決定該福利之價值。會員同意，會員其向 DP Club 支付上述款項為約定的違約賠償金，而並不是罰款。

4.3 複製合格收據

DP CLUB 有權將提交予 DP CLUB 的合格收據複製成電子版本，並保留該電子版本用於審計目的。

4.4 於合格收據上做標記

DP CLUB 有權於每張提交予 DP CLUB 作換領禮品的合格收據上做標記。該等已標記的合格收據不可再次用於本活動。

4.5 不承擔責任

DP CLUB 不對由個別商戶提供或參加者就活動所換領的產品及服務為可銷售品質或適合任何目的作保證。DP CLUB 不對該等產品及服務承擔任何責任，而活動的參加者將放棄其追究 DP CLUB 的所有權利及利益（如有）。

4.6 終止活動

DP CLUB 有權隨時終止活動，而毋須事先通知。

5 適用於活動的一般條款及細則

5.1 修改

DP CLUB 有權隨時修改本條款及細則，而毋須事先通知。

5.2 解釋

本條款及細則的解釋權歸 DP CLUB。如有任何爭議，以 DP CLUB 對相關方作出的最終決定為準。

5.3 以英文版本為準

本條款及細則的中文版本僅供參考，若英文版本與中文版本的規定不一致，以英文版本為準。

5.4 適用法律

本條款及細則受香港特別行政區法律管轄。

Discovery Park Commercial Services Limited 於 2021 年 7 月 15 日發布。