

## CLUB ic - TERMS & CONDITIONS

### 1. GENERAL TERMS AND CONDITIONS

#### 1.1. PROGRAMME DESCRIPTION

- 1.1.1. The ifc Shopper Loyalty Programme – “CLUB ic” (hereinafter called the “Programme”) is offered by International Finance Centre Management Co., Ltd. (hereinafter called “ifc”) to individuals (hereinafter called “Shopper(s)”) shopping at Hong Kong ifc mall (hereinafter called “ifc mall”) who meet specified eligibility requirements. Please see clause 2.1 for details.
- 1.1.2. The Programme will be effective from 29 April 2014 and shall continue until ifc terminates the Programme.
- 1.1.3. The Programme applies to retail transactions made with electronic payment as specified by ifc from time to time, including credit card, debit card, EPS, Octopus, Apple Pay, Android Pay, AlipayHK, BoC Pay, UnionPay, PayMe, Tap&Go, WeChat Pay HK (hereinafter called “electronic payment”) at all retail and food & beverage outlets at ifc mall listed from time to time in the official ifc mall Directory printed by ifc except the outlets excluded by ifc from the Programme (hereinafter called “Designated Outlets”). For the avoidance of doubt, the Programme does not apply to any cash withdrawal or cash advance using electronic payment.
- 1.1.4. A Shopper is required to fulfil specified eligibility requirement(s) (Please refer to clauses 2.2.1) in order to be registered for Green and upgraded to Purple or above membership tier of the Programme (hereinafter called “Member”, and “Membership” shall be construed accordingly). Further accumulative spending with electronic payment at Designated Outlets except the spending and/or transactions excluded by ifc from the Programme (hereinafter called “Eligible Spending”) of a specified amount by Members within the same calendar year enables Members to enjoy additional rewards and privileges within a designated period. Further details are set out in clauses 2.7, 2.8 and 3. ifc has sole discretion to determine whether any spending at ifc mall falls under the definition of Eligible Spending for the purpose of the Programme. ifc’s determination in this regard is final and binding on each Member.
- 1.1.5. The amount of Eligible Spending is based on the net spending amount, which is the final amount paid by electronic payment as shown on the electronic payment slip. The use of any discount offers, cash rebate and any forms of credit card rebate dollars like cash dollars and tips will not be taken into account.
- 1.1.6. In particular, Eligible Spending does not include any of the following spending at ifc mall: (i) spending at Apple Store, Four Seasons Hotel or Four Seasons Place, (ii) spending on or through telecommunications services, or banking or currency exchange services, (iii) spending on car parks, (iv) store credits, purchase of cash vouchers, purchase of or adding value to gift cards, (v) other transactions including but not limited to utilities bill payments, purchase of or adding value to store-value cards, and (vi) online purchases, mail, fax or phone orders. For the avoidance of doubt, Eligible Spending excludes unauthorised or fraudulent transactions, transactions recorded by hand written sales slips, and transactions without electronic payment slips and/or merchant sales receipts.
- 1.1.7. Eligible Spending includes: (i) monthly installments and, (ii) deposit and remaining balance settlement transaction. Further details are set out in clause 2.7.1. The amount shown on original electronic payment slip of the corresponding spending shall prevail. For transactions made at Designated Outlets which refund as cash or gift card is available, ifc Points registration should be proceeded only when the full and final transaction and payment are completed.
- 1.1.8. For accumulating and recording spending of a Shopper, Member or Affiliated Member for the purpose of the Programme (whether for Membership Registration, Spending Registration, or Rewards Redemption), original electronic payment slip and original machine-printed merchant sales receipt of

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a retail transaction made at Designated Outlets that are issued on the same date and bearing the name of the Shopper, Member or Affiliated Member must be presented together with the corresponding electronic payment method used and identification document (bearing the photograph of the relevant Shopper, Member or Affiliated Member) requested by ifc for verification. Each set of sales receipt must match with the corresponding sales slip, and must be paid by the same individual with electronic payment issued to or registered to that individual.

- 1.1.9. For Privileges and Rewards redemption Member must present identification documents (bearing the Member's photograph) requested by ifc for verification and registration.
- 1.1.10. ifc reserves the right to investigate and verify with corresponding Designated Outlets and other third parties the authenticity and any information stated on the identification document, card, electronic payment slip and machine-printed merchant sales receipt of the retail transactions provided by Shopper, Member, or Affiliated Member for the purpose of the Programme (whether for Membership registration or Spending Registration). If ifc knows or suspects that a Shopper, Member, or Affiliated Member abuses the Programme, including but not limited to providing ifc with inaccurate, invalid, false, incomplete or misleading information or transaction records or breaches these Terms and Conditions or other terms and conditions relating to the Programme, Privileges or any services available under the Programme, ifc has the right to take any or all of the following measures without prior notice to the Shopper, Member, or Affiliated Member: (i) rejecting his/her Membership and/or Affiliated Membership registration, (ii) canceling or withholding all or any of the accumulated ifc Points, (iii) suspending all or any activities of the Member and/or Affiliated Member under the Programme, (iv) terminating his/her Membership and/or Affiliated Membership, (v) requiring payment in full of the fees of all or any of the services or Privileges the Member and/or Affiliated Member consumed or (vi) any other measures that ifc considers appropriate. A Shopper, Member, or Affiliated Member is required to indemnify or reimburse ifc for any loss, cost and expenses (including legal fees) incurred or suffered by ifc as a result of his/her abuse of the Programme. ifc reserves its right to reject the re-application for Membership and/or Affiliated Membership of such Shopper, Member, or Affiliated Member.
- 1.1.11. ifc reserves the right not to accept and/or recognise any receipt(s) which are deemed inappropriate, suspicious and/or invalid for ifc Points registration at its sole and absolute discretion. For any cases or suspected cases of dishonesty, ifc also reserves the right to seek assistance from the police.
- 1.1.12. Any electronic payment slip or merchant sales receipt that is out-dated, duplicate, re-printed, damaged or photocopied is not acceptable for Membership registration or Spending Registration.
- 1.1.13. Rewards, benefits, offers, privileges, special services and events may be made available to Members (hereinafter called "Privileges") based on each Member's corresponding Membership status. Further details are set out in clauses 2.7, 2.8 and 3.
- 1.1.14. Sales personnel of mall tenants are not allowed to join CLUB ic promotions or join on behalf of CLUB ic Member(s).
- 1.1.15. All enquiries, comments or questions in regards to the Programme shall be addressed to ifc by email to clubic@ifc.com.hk or by phone at (852) 2904 2199 (or such other email address or phone number as ifc may specify from time to time).

## 2. TERMS AND CONDITIONS FOR PARTICIPATION

### 2.1. ELIGIBILITY OF BECOMING A MEMBER

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- 2.1.1. Eligibility of Membership registration to the Programme includes (i) individual Shoppers aged 18 or above invited by ifc, with or without advance notice, and (ii) individual Shoppers aged 18 or above who have completed the membership registration form.
- 2.1.2. ifc has the right to vary the requirements of Membership Registration without advance notice (including the accumulative Eligible Spending amount, per-receipt spending amount, or minimum or maximum number of Designated Outlets to be covered in calculating the accumulative Eligible Spending amount or for other purposes (if applicable).
- 2.1.3. ifc has sole discretion whether or not to grant Membership under the Programme. ifc's decision on whether to register a Shopper as a Member is final and binding on the Shopper.
- 2.1.4. A Member has to present his/her e-Membership Card (as detailed in clause 3) if required by ifc in order to carry out activities or enjoy Privileges under the Programme. Membership and e-Membership Card are personal to a Member and are not transferable. ifc may at its discretion (but have no obligation to) accept use of an e-Membership Card of a Member by any individual who presents the Member's e-Membership Card and provides any other particulars that ifc may reasonably require. In that case, ifc is entitled to assume and treat that individual as having authority to act for the Member in all matters relating to the Programme (unless ifc is told explicitly otherwise by the Member in writing).

### 2.2. MEMBERSHIP TIERS

- 2.2.1. There are six Membership levels in CLUB ic: Green Member (hereinafter called "Green Member"), Purple Member (hereinafter called "Purple Member"), Gold Member (hereinafter called "Gold Member"), Platinum Member (hereinafter called "Platinum Member"), Black Member (hereinafter called "Black Member") and Lifetime Member (hereinafter called "Lifetime Member"). A Shopper will become a Green Member upon confirmation of member registration by ifc. The membership level will be reviewed daily and reflected on the next day based on the accumulated ifc Points required for upgrade in the same calendar year (hereinafter called "Membership Review") except for Lifetime Member (details set on in clause 2.2.3). Each Member will only be assigned one Membership level at any given time. Examples of the Membership Review are listed below:
  - (i) If a Green Member has accumulated and successfully registered 10,000 ifc Points within any 30-consecutive day period in the same calendar year, he/she will become a Purple Member on the next day based on the accumulated ifc Points.
  - (ii) If a Member has accumulated and successfully registered between 150,000 – 299,999 ifc Points in the same calendar year, he/she will become a Gold Member on the next day based on the accumulated ifc Points registered.
  - (iii) If a Member has accumulated and successfully registered between 300,000 – 599,999 ifc Points in the same calendar year he/she will become a Platinum Member on the next day based on the accumulated ifc Points registered.
  - (iv) If a Member has accumulated more than or equal to 600,000 ifc Points in the same calendar year he/she will become a Black Member on the next day based on the accumulated ifc Points registered.
  - (v) Lifetime Member is by ifc's invitation only, with or without advance notice.
- 2.2.2. CLUB ic Membership will be updated on a calendar year basis having regard to the accumulated ifc Points registered.
- 2.2.3. The Membership validity of Green and Lifetime Members is usually evergreen subject to ifc's discretion to cancel the Membership.

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- 2.2.4. ifc has sole discretion on a Member’s membership level under the Programme. ifc’s decision on the Member’s Membership level is final and binding on the Member.
- 2.2.5. Members may enjoy different Membership privileges listed in the table below depending on the corresponding Membership level during the calendar year when his/her Membership level is valid. Further details of the privileges are set out in clause 3.

	<b>Lifetime Member</b> By invitation only	<b>Black Member</b> Annual ifc Points 600,000 or more	<b>Platinum Member</b> Annual ifc Points 300,000 – 599,999	<b>Gold Member</b> Annual ifc Points 150,000 – 299,999	<b>Purple Member</b> Annual ifc Points 10,000 – 149,999	<b>Green Member</b> Successful registration at CLUB ic Lobby or via “ifc mall (Hong Kong)” app
Membership maintenance	Usually evergreen	Will be reviewed daily and reflected on the next day based on the accumulated ifc Points registered				Usually evergreen
ifc mall gift vouchers and/or valet parking coupons redemption	*	*	*	*	*	*
Complimentary parking offers	3 hours daily	3 hours daily	2 hours daily			
Redeem gifts with ifc Points^	*	*	*	*	*	*
Exclusive event and experience invitations	*	*	*	*	Subject to events	
Year-round access to CLUB ic Lobby	*	*	*	*		
Year-round shopping and dining privileges	*	*	*	*	*	
1.5x ifc Points in birthday month	*	*	*	*	*	
Birthday Surprise	*	*	*	*		
Affiliated Membership	*	*	*	*	*	

### 2.3. MEMBERSHIP AND AFFILIATED MEMBER REGISTRATION

- 2.3.1. ifc will allocate a personal Membership number to each Member.
- 2.3.2. The area at U2 Floor of One International Finance Centre, Hong Kong (hereinafter called “One ifc”), is designated for Membership registration (hereinafter called “CLUB ic Lobby”, and all references to “CLUB ic Lobby” includes the ancillary mini-lounge). Temporary registration counter(s) may also be set up from time to time subject to ifc’s announcement in in-mall posters.
- 2.3.3. The procedures for Membership registration are as follows:
- 2.3.3.1. Complete the membership registration journey via the “ifc mall (Hong Kong)” iPhone/Android applications and verify mobile phone number successfully; or obtain, complete, sign and return an appropriate registration form and the ifc mall Shopper Loyalty Programme - "CLUB ic" Personal Information Collection Statement (hereinafter called “PICS”) in person at the CLUB ic

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Lobby during its operation hours (CLUB ic Lobby: 10am to 8pm daily). Operation hours of the CLUB ic Lobby are subject to change without prior notice.

- 2.3.3.2. After successful registration to become a Member, the Membership will continue until the earliest of (i) ifc receiving a written request from the Member for termination of Membership, (ii) ifc terminating the Membership or (iii) ifc terminating the Programme.
- 2.3.3.3. Membership information and personal data relating to a Member held by ifc from time to time may be kept by ifc while the Membership is ongoing or ifc continues to provide Membership and related services to the Member, or for other purposes of the Programme, including but not limited to providing direct marketing materials or communications. A Member may opt-out from direct marketing at any time. A Member may refer to the PICS for details on how ifc may use his/her personal data or how to exercise his/her opt-out right.
- 2.3.4. ifc has the right to require a Shopper, Member or Affiliated Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identity verification.
- 2.3.5. Members should as soon as practicable notify ifc of any changes or amendments of his/her residential address, telephone number, email address and other contact details provided to ifc for Membership registration. ifc is not liable for any failure or delay in delivering any materials or communications to a Member (whether by text messages, mail or other means).
- 2.3.6. ifc may at its sole discretion (and has an obligation to) invite a Member to nominate one (1) individual who is either the Member's spouse, parent or daughter/son, and aged eighteen (18) or above to apply for an affiliated membership (hereinafter called "Affiliated Member"). Affiliated membership is only applicable to Purple Members, Gold Members, Platinum Members, Black Members and Lifetime Members. Affiliated Member applicants may be requested to present any relevant proof of his/ her relationship with the Member. For the avoidance of doubt, an Affiliated Member is not a Member of the Programme.
- 2.3.7. Eligible Spending of an Affiliated Member will be contributed to the account of the Member who nominates him/her. For the avoidance of doubt, an Affiliated Member does not accumulate spending for his/her own account.
- 2.3.8. An Affiliated Member will not have his/her own Membership level, the Membership level of the Member who nominates the Affiliated Member will be applicable to the Affiliated Member.
- 2.3.9. The provisions of these Terms and Conditions that apply to a Member will apply to an Affiliated Member to the extent they are applicable as if all references to "Member" or "Membership" are to "Affiliated Member" or "Affiliated Member Account" respectively. In particular, clauses 2.3.3 to 2.3.5 apply to the registration for an Affiliated Member, except that after successful registration to become an Affiliated Member, the Affiliated Member Account will continue until the earliest of (i) ifc receiving a written request from the nominating Member or the Affiliated Member for termination of the Affiliated Member Account, (ii) ifc terminating the Affiliated Member Account, (iii) termination of the Membership of the nominating Member by the nominating Member or by ifc for any reason, or (iv) ifc terminating the Programme.
- 2.3.10. Invitation of Affiliated Member registration may be made by ifc staff to Members in person at the CLUB ic Lobby or in any other way as ifc may consider appropriate.

### 2.4. MEMBERSHIP AND AFFILIATED MEMBERS

- 2.4.1. All Members and Affiliated Members can access their e-Membership Card (hereinafter called "e-Membership Card") by downloading the "ifc mall (Hong Kong)" iPhone/Android applications. Access to

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the e-Membership Card will require a Membership code and password for verification and security purposes (for details, please refer to clause 2.6).

- 2.4.2. For identity verification purpose, a Member/Affiliated Member must present his/her e-Membership Card at the point of sale at Designated Outlets or at events to receive or redeem Privileges or to participate in the events. ifc has the right to require a Member or an Affiliated Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identity verification.
- 2.4.3. Each Member and Affiliated Member is responsible for maintaining the confidentiality and security of their e-Membership Card number and the log-in password. A Member or Affiliated Member shall notify ifc immediately at clubic@ifc.com.hk or (852) 2904 2199 if he/she knows or suspects any unauthorised use of his/her e-Membership Card.
- 2.4.4. Each e-Membership Card is issued to a named individual and is non-transferable.
- 2.4.5. ifc has no liability and a Member is solely liable for the use (whether authorised or unauthorised) of his/her e-Membership Card and the e-Membership Card of his/her Affiliated Member, or for any breach of these Terms and Conditions or other terms and conditions relating to the Programme or related services or Privileges by him/her or by the Affiliated Member.

### 2.5. MEMBERSHIP TERMINATION

- 2.5.1. Members or Affiliated Member may terminate Membership/ Affiliated Member Account at any time by delivering a written termination notice to ifc in person, by email or by post. Termination of Membership or Affiliated Member Account takes effect after ifc has received and processed the termination notice.
- 2.5.2. Unless otherwise agreed by ifc, upon ifc's receipt of the termination notice from a Member, or upon absence of spending record for two full calendar years consecutively, that Member's Membership, the e-Membership Card of that Member and of his/her Affiliated Member (including any accumulated spending, Privileges and ifc Points) instantly become invalid.
- 2.5.3. A Member or an Affiliated Member who has given consent to ifc to provide direct marketing materials and communications to him/her will still receive ifc mall's direct marketing materials and communications after termination of that Member's Membership or the Affiliated Member Account unless ifc has received his/her written opt-out request. Any opt-out request will be effective within five (5) working days upon ifc's receipt.
- 2.5.4. ifc has the right to require a Member or an Affiliated Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identity verification.

### 2.6. MEMBER AND AFFILIATED MEMBER ACCOUNTS

- 2.6.1. Members may access their Member Account to check Membership details and status, accumulated ifc Points and Privileges and their expiry dates or validity periods, and direct marketing materials. Affiliated Members may access their Affiliated Member account to check his/her ifc Points contributed to the corresponding Member Account, Privileges to which he/she is entitled and their expiry dates or validity periods, and direct marketing materials.
- 2.6.2. Upon successful registration of the Member's Membership or the Affiliated Member's Affiliated Member Account, the Member or Affiliated Member must complete the mobile number verification and create their own password via the "ifc mall (Hong Kong)" iPhone/Android applications. If the Member or Affiliated Member failed to provide a valid and/or accurate mobile number, he/ she will not be able to log-in to their CLUB ic member account via the "ifc mall (Hong Kong)" iPhone/Android applications and use the corresponding functions.

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- 2.6.3. To access the details listed in clause 2.6.1 above, Members or Affiliated Members can log-in to their CLUB ic accounts with their e-Membership Card numbers and the set password via the “ifc mall (Hong Kong)” iPhone/Android applications.
- 2.6.4. Members and Affiliated Members shall safeguard the password and shall adhere to any procedural, security and other requirements relating to its use.
- 2.6.5. In addition to the services described in clause 2.6.1 above, the Member Account will allow Members to check their ifc Points balance, view their latest Privilege redemption records, receive invitation to exclusive events, make event reservations and register for Eligible Spending (please refer to clause 2.7.2) (hereinafter called “Online Services”); and Affiliated Member Account will allow Affiliated Members to check their contributed spending, receive invitations to exclusive events, make event reservations and register for Eligible Spending (please refer to clause 2.7.2) (hereinafter called “Affiliated Member Online Services”).
- 2.6.6. The Member Account and Affiliated Member Account are strictly personal and are created and used under the Member’s or Affiliated Member’s sole and entire responsibility. They enable:
  - 2.6.6.1. Members and Affiliated Members to be recognised on the Programme Website via a desktop computer or a mobile device.
  - 2.6.6.2. Members to view ifc Points in and out record, event reservation history and modify current event invitations and reservations.
  - 2.6.6.3. Members and Affiliated Members to subscribe, edit or make changes to the Online Services or Affiliated Member Online Services.
  - 2.6.6.4. Members and Affiliated Members to register Eligible Spending via their mobile device (please refer to clause 2.7.2).
- 2.6.7. Access to the Member Account or Affiliated Member Account is based on the condition that Members or Affiliated Members are to comply with the online terms and conditions when accessing his/her Member or Affiliated Member Account with a password as an identifier. He/She could either enter the password on a subsequent login, or stay logged in so he/she continues to get constant access to his/her account, until he/she has logged out, or logs in on another device.
- 2.6.8. The Online Services or Affiliated Member Online Services are for the sole and exclusive use by Members and Affiliated Members. Member or Affiliated Member shall not use or knowingly allow any other person to use the Online Services or Affiliated Member Online Services, the information or the reports (or all of the above) for or in connection with any illegal purpose or activity. Member or Affiliated Member shall notify ifc immediately if he/she knows or suspects of such use.
- 2.6.9. Member or Affiliated Member acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet.
- 2.6.10. Members and Affiliated Members shall follow the guidance provided by ifc online in designating the user identification code (hereinafter called “Membership Code” and “Affiliated Member Code”) and the password for identifying the Member or Affiliated Member for the purposes of Online Services or Affiliated Member Online Services.
- 2.6.11. Members and Affiliated Members are fully responsible for acting in good faith, exercising reasonable care and diligence in keeping secret the Membership Code, Affiliated Member Code and the password(s). At no time and under no circumstances shall the Member or Affiliated Member disclose the Membership Code, Affiliated Member Code or the password(s) to any other person. Members and Affiliated Members are fully responsible for safeguarding and using their password.
- 2.6.12. Members and Affiliated Members shall be fully responsible for any accidental or unauthorised disclosure of the Membership Code, Affiliated Member Code or the password(s) to any other person

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and shall bear the risks of the Membership Code, Affiliated Member Code or password(s) being used by unauthorised persons or for unauthorised purposes.

- 2.6.13. Upon notice or suspicion of the Membership Code, Affiliated Member Code or the password(s) being disclosed to any unauthorised person or any unauthorised use of Online Services or Affiliated Member Online Services being made, Member or Affiliated Member shall notify ifc in person immediately and, until ifc's actual receipt of such notification, Members and Affiliated Members shall remain responsible for any and all use of the Online Services or Affiliated Member Online Services by unauthorised persons or for unauthorised purposes.
- 2.6.14. Any advice or confirmation that an instruction has been received through Online Services or Affiliated Member Online Services will be provided by ifc online. Such advice or confirmation shall be deemed to have been received by Member or Affiliated Member immediately after transmission, and it is the duty of the Member or Affiliated Member to check such advice or confirmation. It is also the duty of the Member or Affiliated Member to enquire with ifc if he/she fails to receive any advice or confirmation within the time usually required for any similar advice or confirmation to be received.
- 2.6.15. Any material downloaded or otherwise obtained through the Internet is done at Member's or Affiliated Member's own discretion and risk and that Member or Affiliated Member will be solely responsible for any damage to his/her computer system or loss of data resulting from such download.
- 2.6.16. None of ifc or any of its agents, contractors, information providers or service providers warrants or represents that the Online Services or Affiliated Member Online Services and any information provided via the Online Services or Affiliated Member Online Services to Members and Affiliated Members are free from virus or other destructive features which may adversely affect the hardware, software or equipment of Members or Affiliated Members.

### 2.7. SPENDING REGISTRATION

#### 2.7.1. General Terms and Conditions for Spending Registration

- 2.7.1.1. With every Hong Kong dollar (HK\$1) Eligible Spending made by a Member, he/she will be able to earn 1 (one) ifc Point. Please refer to clauses 1.1.5 to 1.1.7 for more details of Eligible Spending.
- 2.7.1.2. With every Hong Kong dollar (HK\$1) Eligible Spending made by an Affiliated Member, he/she will contribute 1 (one) ifc Point to the corresponding Member Account.
- 2.7.1.3. ifc Points may be rounded down to the nearest whole number of each transaction.
- 2.7.1.4. The deposit and remaining balance settlement will be deemed as one transaction. Each eligible transaction can be registered once only and by the Member or his/her Affiliated Member who completed the transaction. Multiple registrations of the same transaction are not eligible. The deposit and remaining balance of an eligible transaction must be settled by the same Member or Affiliated Member who will be identified as the one to complete the transaction. . ifc reserves the right to reject any actual or suspected repeated registration of spending for the same transaction or any other spending registration request as it considers appropriate.
- 2.7.1.5. If the deposit receipt is used for gift redemption in any previous CLUB ic promotions, the corresponding balance settlement cannot be used for gift redemption in other promotions.
- 2.7.1.6. Each set of merchant sales receipt must match with the corresponding electronic payment slip, and must be paid by the same member.
- 2.7.1.7. Members and Affiliated Members can register their spending at the CLUB ic Lobby or in-mall concierge. Service hours are from 10am to 8pm (CLUB ic Lobby) and 9:30am to 9:30pm (in-mall concierge) daily. Service hours are subject to change without prior notice. Temporary counter(s) may be set up from time to time for Spending Registration; further details will be made available on in-mall posters.



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- 2.7.1.8. Registration of any transaction should be completed within 30 days including the date of transaction or on or before 7 January of the next calendar year (whichever date is earlier), otherwise the transactions will be deemed as invalid for ifc Points registration.
  - 2.7.1.9. For example, registration of spending made on or before 30 June of a calendar year should be made on or before 29 July in the same calendar year. Registration of spending made on or before 31 December of a calendar year should be made on or before 7 January of the next calendar year (and before Member's redemption of ifc mall gift vouchers or valet parking service vouchers where ifc Point deduction applies). ifc Point accumulation for a calendar year will be suspended after 7 January of the next calendar year.
  - 2.7.1.10. Where applicable, ifc might require a Member or an Affiliated Member to provide personal information for verification purpose upon Spending Registration.
  - 2.7.1.11. All receipts presented for Membership registration or Spending Registration will be stamped by ifc and cannot be reused. ifc may take and retain copies of the original machine-printed merchant sales receipt(s) and original electronic payment slip(s) or other evidence of the electronic payment used for Spending Registration.
  - 2.7.1.12. All receipts presented for Membership registration or Spending Registration will not be eligible for refund. Any refund requests where receipts have been stamped by ifc will be rejected. ifc reserves the right to cancel the registered Membership account and/or Spending if the concerned receipts have been refunded.
  - 2.7.1.13. There are no limits on the maximum number of electronic payment slips to be registered within the same calendar year.
  - 2.7.1.14. ifc reserves the right to change the basis on which the accumulated ifc Points are awarded at any time, with or without notice, at ifc's sole discretion.
  - 2.7.1.15. All ifc Points have no cash value, and are not exchangeable for cash. Any ifc Points not redeemed by a Member from 1 January to the last day of February of the next calendar year will be forfeited and cannot be carried over. The ifc Points cannot be sold, purchased, assigned, or transferred by a Member, except as may be allowed in special programme(s) or otherwise allowed by ifc at its sole discretion.
  - 2.7.1.16. In the absence of manifest error, the quantity of ifc Points on ifc's records will be binding and conclusive on a Member and Affiliated Member.
  - 2.7.1.17. For detailed terms and conditions of the ifc Point accumulation, please refer to the updated notice of the Programme in various in-mall communication channels and the Programme Website from time to time.
- 2.7.2. ifc Points Online Registration
- 2.7.2.1. ifc Points Online Registration (hereinafter called the "System") on the ifc mall mobile application (hereinafter called the "App") is offered by ifc for Members to register their Eligible Spending at ifc mall for ifc Points accumulation.
  - 2.7.2.2. All data collected through this System will be used only for the purpose for which the data is collected or for a directly related purpose.
  - 2.7.2.3. Each Member and Affiliated Member should only login to their own individual account and register for transactions completed by him/herself solely. Spending registration on behalf of another member is prohibited.
  - 2.7.2.4. It is Member's responsibility to ensure all image of the original merchant sales invoice or receipt, image of the corresponding electronic payment slip, information submitted into the System are accurate and the transaction complies with the definition of Eligible Spending. ifc reserves the

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right to reject any dishonest, repeated or submission with inaccurate details as well as cancel the membership on any deliberate dishonest use of the System.

- 2.7.2.5. Failure to provide full and clear image of the original merchant sales invoice or receipt, image of the corresponding electronic payment slip, accurate information of the requested fields will result in unsuccessful spending registration, such fields include details of the transaction including shop name, transaction date, transaction amount, sales invoice or receipt number, payment details, image of the original merchant sales receipt, image of the corresponding electronic payment slip, and (if applicable) issuing bank of card involved and card type. In the event of absence or inaccuracy of the aforementioned items, the corresponding spending registration will be rejected.
- 2.7.2.6. ifc reserves the right to request for the original true copy of receipt(s) submitted via the App for spending registration and reserve all legal rights to pursue the matter.
- 2.7.2.7. Submitted spending registrations will be processed within 5 working days from the receipt upload day via the System. Members and Affiliated Members will be able to view their latest Spending Registration status from the App. In the absence of manifest error, the status of Spending Registration stated in the App will be binding and conclusive on Members and Affiliated Members.
- 2.7.2.8. Should there be any further information required, CLUB ic will contact the Member or Affiliated Member accordingly via the App. If a Member or Affiliated Member fails to respond or provide the required information by the submission deadline set forth, the initiated request will not be processed and the relevant submitted information will be deleted from the record automatically. The registration of receipt is considered unsuccessful. The Member or Affiliated Member must re-register the eligible receipt(s) within the eligible receipt registration period for earning ifc Points.
- 2.7.2.9. The service of the System may be temporarily suspended during App update, maintenance or any other reasons. Under such circumstances, Members should register eligible spending at Concierge or CLUB ic Lobby.
- 2.7.2.10. ifc will not be responsible for any App and internet connection failure during the process of spending registration. Members will be solely responsible for any damages to the device or loss of data that results from the downloading or use of any materials or contents related to the App.
- 2.7.2.11. ifc shall not be liable in any way:
  - For any malfunction, defect or error in any data processing equipment, software, mobile app or system used to process the transaction registrations;
  - For any delay or failure in processing the transaction registrations by reason of any electronic, mechanical system, data processing or telecommunication defects or failures, act of God, civil disturbances or any event outside the control of ifc or its staff or contractors;
  - For any damage to or loss of or inability to retrieve any data or information that may be stored in the mobile app or corruption of any such data or information, howsoever caused; and/or
  - For any loss, damage, costs and expenses in respect of or arising out of the Member's or the Affiliated Member's failure to update his/her personal data or information or the administration and management of the Programme and CLUB ic membership including but not limited to incorrect or inaccurate accrual of ifc Points or redemption of any benefits and privileges.

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2.7.2.12. All enquiries, comments or questions in regards to the System or to the Programme shall be addressed to ifc by email to clubic@ifc.com.hk or by phone at (852) 2904 2199 (or such other email address or phone number as ifc may specify from time to time).

### 2.8. PROGRAMME PRIVILEGES

2.8.1. ifc may at its discretion (but has no obligation to) offer Privileges of such kind or nature and subject to such terms and conditions as it may consider appropriate. These Privileges may include:

- 2.8.1.1. General privileges which are available to Purple Members, Gold Members, Platinum Members, Black Members and Lifetime Members and their Affiliated Members. These may include year-round shopping and dining privileges, and participation of events held by ifc and its tenants (with advance invitation and booking required) (hereinafter called “General Privileges”);
- 2.8.1.2. Member privileges which are available to Gold Members, Platinum Members, Black Members, Lifetime Members and their Affiliated Members. These may include unlimited access to the CLUB ic Lobby and the ancillary mini-lounge, birthday surprise and daily complimentary parking offers (hereinafter called “Member Privileges”);
- 2.8.1.3. Additional privileges and rewards which are available to Members who have accumulated the specified number of ifc Points within the same calendar year (hereinafter called “Additional Privileges and Rewards”). Details relating to Additional Privileges and Rewards are listed in the below table.

#### Additional Privileges and Rewards

Accumulated ifc Points in a calendar year	Rewards to be redeemed by ifc Points		Additional Privileges
<150,000	Special year-round gifts will be announced via eDM or other communication channels		
150,000 – 299,999	up to HK\$1,500 value of ifc mall gift vouchers		
300,000 – 449,999	up to HK\$3,200 value of ifc mall gift vouchers		
450,000 – 599,999	up to HK\$4,800 value of ifc mall gift vouchers		
600,000 – 799,999	up to HK\$7,000 value of ifc mall gift vouchers	6-month free valet parking service	
800,000 – 999,999	up to HK\$9,500 value of ifc mall gift vouchers	1-year free valet parking service	Free Limousine service; and Year-round free personal porter service
1,000,000 – 1,999,999	up to HK\$15,000 value of ifc mall gift vouchers		
2,000,000 +	up to HK\$30,000 value of ifc mall gift vouchers		

2.8.2. Certain Additional Privileges and Rewards including ifc mall gift vouchers and valet parking vouchers have to be redeemed by Members using ifc Points. Further details regarding redemption of ifc mall gift vouchers and valet parking service vouchers are set out in clauses 3.2 to 3.4.

2.8.3. ifc has the right at its sole discretion to unilaterally modify or withdraw any Privileges.

2.8.4. ifc has the right to require a Member or an Affiliated Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identity verification purpose upon Privileges and Rewards redemption.

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- 2.8.5. Additional terms and conditions for General Privileges, Member Privileges and Additional Privileges and Rewards are detailed in clause 3 below.

### 3. TERMS AND CONDITIONS FOR PROGRAMME PRIVILEGES

#### 3.1. TERMS AND CONDITIONS FOR YEAR-ROUND SHOPPING AND DINING PRIVILEGES

- 3.1.1. Purple Members, Gold Members, Platinum Members, Black Members and Lifetime Members are entitled to enjoy the Year-round Shopping and Dining Privileges for the Programme (hereinafter called "Shopping and Dining Privileges") featured in the privilege catalogue (if any). The Shopping and Dining Privileges are valid until 31 December (such date inclusive) of each calendar year or such other date(s) specified by ifc.
- 3.1.2. Latest updates to the privilege catalogue may be notified to Members and Affiliated Members by letter, email or alert in the Member Account and Affiliated Member Account of the "ifc mall (Hong Kong)" iPhone/Android applications. The catalogue is updated on a yearly basis.
- 3.1.3. Shopping and Dining Privileges are valid only at designated merchants at ifc mall (hereinafter called "Participating Merchants with Offer(s)"). List of Participating Merchants with Offer(s) are included in the privilege catalogue (if any) on Programme Website and "ifc mall (Hong Kong)" iPhone/Android mobile applications. The list is subject to change without prior notice to Members and Affiliated Members.
- 3.1.4. Members and Affiliated Members are required to present their e-Membership Card to enjoy Shopping and Dining Privileges.
- 3.1.5. Availability of Shopping and Dining Privileges is subject to product or service availability of individual Participating Merchants with Offer(s) on a first-come first-served basis. Any photos and service specifications provided are for reference only. ifc and Participating Merchants with Offer(s) reserve the right, at their sole discretion, to discontinue any Shopping and Dining Privileges at any time without prior notice to Members and Affiliated Members.
- 3.1.6. Shopping and Dining Privileges may only be enjoyed by Members and Affiliated Members and may not under any condition be transferred, assigned or sold to another person.
- 3.1.7. Shopping and Dining Privileges cannot be exchanged for cash or other gift vouchers, products and services.
- 3.1.8. Unless otherwise specified or agreed by ifc and Participating Merchants with Offer(s), Shopping and Dining Privileges cannot be used in conjunction with other offers, promotions, discounts or gift vouchers provided by ifc or Participating Merchants with Offer(s).
- 3.1.9. All products or services obtained with Shopping and Dining Privileges are provided to a Member or Affiliated Member by the relevant Participating Merchants with Offer(s), and ifc is not responsible for any failure or delay by any Participating Merchants with Offer(s) in providing products or services or the quality of any products or services provided by any of them. Each Participating Merchants with Offer(s) is solely responsible for all obligations and liabilities related to the products or services provided by it. A Member or Affiliated Member should resolve any dispute with any Participating Merchants with Offer(s) directly with it.
- 3.1.10. ifc and Participating Merchants with Offer(s) reserve the right to amend, cancel, or temporarily suspend any Shopping and Dining Privileges and change the terms and conditions relating to Shopping and Dining Privileges without prior notice to Members and Affiliated Members.
- 3.1.11. All matters and disputes relating to Shopping and Dining Privileges shall be determined by ifc and ifc's determination shall be final and binding on Members and Affiliated Members.

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3.1.12. Other terms and conditions may apply to each Shopping and Dining Privilege. Please obtain the details from the relevant Participating Merchants with Offer(s).

### 3.2. TERMS AND CONDITIONS FOR ifc mall GIFT VOUCHER

- 3.2.1. ifc mall gift vouchers for the Programme (hereinafter called "Voucher(s)") are valid either until 30 June or until 31 December of a calendar year as specified on individual Vouchers. Voucher(s) can only be used at outlets of the participating merchants at ifc mall (hereinafter called "Voucher Participating Merchants").
- 3.2.2. List of shop names and numbers of Voucher Participating Merchants may be notified to Members by letter, email or alert in the Member Account of the "ifc mall (Hong Kong)" iPhone/Android applications. The list is subject to change without prior notice to Members.
- 3.2.3. Eligible Spending made between 1 January to 30 June of a calendar year and registered on or before 7 July are eligible for redemption from 8 July to 31 August of the same calendar year. Eligible Spending registered between 8 July and 7 January of the following year will be eligible for redemption from 8 January to the last day of February in the following calendar year.
- 3.2.4. After the due date of the first redemption period in a calendar year (31 August), any unclaimed ifc Points accumulated from 1 January to 30 June of that calendar year will be carried over and stay valid until the redemption period from 1 January to the last day of February of the following calendar year.
- 3.2.5. After the due date of the second redemption period in a calendar year (last day of February), all ifc Points accumulated from 1 July to 31 December of that calendar year but not redeemed for Vouchers or valet parking service vouchers will be forfeited.
- 3.2.6. Members are solely responsible for keeping track of their accumulated ifc Points balance and the Vouchers redemption periods. ifc may (but has no obligation to) issue reminders from time to time to Members to redeem Vouchers by letter, email or alert in the Member Account of the "ifc mall (Hong Kong)" iPhone/Android applications.
- 3.2.7. All redemption requests are subject to the accumulation of adequate ifc Points and ifc's final acceptance. The required ifc Points used for the redemption of Vouchers will be deducted from the Member Account. Voucher redemption requests will be rejected automatically in the event of inadequate Points or invalid redemption period(s).
- 3.2.8. Subject to clauses 3.2.7 and 3.2.8, accumulation of ifc Points will commence from zero (0) from 1 January 0000hrs in each calendar year for all Member Accounts.
- 3.2.9. Members are advised to carefully check the number of redeemed Vouchers at the time of redemption and Members are not entitled to claim against ifc for any purported shortfall in the number of redeemed Vouchers thereafter.
- 3.2.10. If a Member knows or suspects of unauthorised use of his/her ifc Points, the Member should inform ifc in writing immediately.
- 3.2.11. ifc reserves the right to change the terms and conditions regarding redemption and use of Vouchers (including the amount of ifc Points required for redemption) from time to time without prior notice to Members.
- 3.2.12. Voucher entitles the Member to redeem goods and services of equivalent price to its face value at the outlets of Voucher Participating Merchants on or before its expiry date.
- 3.2.13. Each Voucher can be used once and for one transaction only, and shall be collected by the relevant Voucher Participating Merchant upon redemption of goods and services. Multiple Vouchers are allowed to be used for one transaction.
- 3.2.14. Voucher is only valid if stamped by ifc for authorisation in the designated boxes at the back of Voucher. Defaced, damaged, or photocopied Voucher will not be accepted.

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- 3.2.15. Any outstanding purchase price of the goods and services after deducting the face value of Voucher must be settled by the Member. Any unused balance of a Voucher will be forfeited.
- 3.2.16. Vouchers redeemed by a Member are for the Member's own use and may not under any condition be transferred, assigned or sold to another person.
- 3.2.17. Vouchers cannot be exchanged for cash or other gift vouchers, products and services.
- 3.2.18. Unless otherwise specified or agreed by ifc and Voucher Participating Merchants, Voucher cannot be used in conjunction with other types of gift vouchers, offers, promotions or discounts provided by ifc or Voucher Participating Merchants.
- 3.2.19. ifc will not accept any claim for the loss of Voucher, and will not replace Voucher in case of defacement, damage or loss. Voucher is invalid if defaced or damaged.
- 3.2.20. All goods or services purchased with Vouchers are provided to a Member by the relevant Voucher Participating Merchant, and ifc is not responsible for any failure or delay by any Voucher Participating Merchants in providing goods or services or the quality of any goods or services provided by any of them. Each Voucher Participating Merchant is solely responsible for all obligations and liabilities related to the goods or services provided by it. A Member should resolve any dispute with any Voucher Participating Merchant directly with it.
- 3.2.21. ifc and Voucher Participating Merchants reserve the right to amend, cancel, or temporarily suspend redemption or use of Vouchers and change the terms and conditions relating to redemption or use of Vouchers without prior notice to Members.
- 3.2.22. All matters and disputes relating to redemption or use of Vouchers shall be determined by ifc and ifc's determination shall be final and binding on Members.

### 3.3. TERMS AND CONDITIONS FOR ifc mall e-GIFT VOUCHER

#### 3.3.1. Use of e-Gift Voucher

- 3.3.1.1. e-Gift Voucher can only be used at outlets of the participating merchants at ifc mall ("Voucher Participating Merchants").
- 3.3.1.2. Members can refer to the list of shop names and numbers of Voucher Participating Merchants on the App. The list is subject to change from time to time without prior notice to Members.
- 3.3.1.3. Member should carefully read the instructions for usage prior to using e-Gift Vouchers.
- 3.3.1.4. Members shall select the e-Gift Voucher value upon each usage. The e-Gift Voucher value available is subject to a Member's Voucher Balance as shown on the App.
- 3.3.1.5. The usage of e-Gift Voucher should be in units of HK\$100. For numbers below hundred figures, the value will be rounded up to the nearest hundred.
- 3.3.1.6. Upon the confirmation of e-Gift Voucher value, an e-Gift Voucher QR code will be generated and will be valid for two minutes.
- 3.3.1.7. Members are required to present the e-Gift Voucher QR code on the App to staff of Voucher Participating Merchant for validation on the Hong Kong ifc mall Merchant iPhone/Android Mobile Application ("Merchant App") at the point of redemption of goods and services. A Member must present the e-Gift Voucher QR code as generated on the App for validation. Screenshot and replication of e-Gift Voucher QR code in any form will not be accepted.
- 3.3.1.8. Each e-Gift Voucher QR code can be used once and for one transaction only.
- 3.3.1.9. If the e-Gift Voucher QR code is not validated by the Merchant App within the 2-minute effective time, the e-Gift Voucher QR code will expire and the redemption will be deemed unsuccessful. The value of the e-Gift Voucher shall be credited back to the Member's Voucher Balance.

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- 3.3.1.10. Members should carefully check the value of e-Gift Voucher to be used at the time of transaction. Members are not entitled to claim any purported discrepancy in the value of a e-Gift Voucher or any unused credit after the e-Gift Voucher is redeemed.
  - 3.3.1.11. e-Gift Voucher cannot be converted into or exchanged for cash, paper Gift Voucher or other gift vouchers, goods or services of any value. No exchange or refund will be provided when using the e-Gift Voucher.
  - 3.3.1.12. Unless otherwise specified or agreed by ifc or the relevant Voucher Participating Merchant, e-Gift Voucher cannot be used in conjunction with other types of gift vouchers, offers, promotions or discounts provided by ifc or the Voucher Participating Merchant.
  - 3.3.1.13. All goods or services purchased with e-Gift Voucher are provided to a Member by the relevant Voucher Participating Merchant, and ifc is not responsible for any failure or delay by any Voucher Participating Merchants in providing goods or services or the quality of any goods or services provided by any of them. Each Voucher Participating Merchant is solely responsible for all obligations and liabilities related to the goods or services provided by it. A Member should address and resolve any enquiries, complaints and dispute relating to the goods or services provided by any Voucher Participating Merchant with that Voucher Participating Merchant directly.
  - 3.3.1.14. ifc will not accept any claim for the loss of e-Gift Voucher, and will not replace e-Gift Voucher in case of expiration, defacement, damage or loss.
  - 3.3.1.15. If a Member knows or suspects of unauthorised use of his/her ifc Points, the Member should inform ifc immediately, ifc reserves all legal rights to pursue the matter.
  - 3.3.1.16. ifc reserves the right to change the terms and conditions regarding redemption and use of e-Gift Voucher (including the amount of ifc Points required for redemption) from time to time without prior notice to Members.
  - 3.3.1.17. ifc and Voucher Participating Merchants reserve the right to amend, cancel, or temporarily suspend redemption or use of e-Gift Voucher and change the terms and conditions relating to redemption or use of e-Gift Voucher without prior notice to Members.
  - 3.3.1.18. All matters and disputes relating to the redemption or use of e-Gift Vouchers shall be determined by ifc and ifc's decision is final and binding on Members.
  - 3.3.1.19. It is Member's responsibility to ensure the usage of e-Gift Vouchers complies with the applicable terms and conditions of e-Gift Voucher. ifc reserves the right to reject any dishonest, illegal, repeated use of e-Gift Voucher as well as cancel the CLUB ic membership on any deliberate dishonest use of the App.
  - 3.3.1.20. The e-Gift Vouchers are for the sole and exclusive use by a Member and the Affiliated Members. Member or Affiliated Member shall not knowingly allow any other person to use e-Gift Vouchers. Member or Affiliated Member shall notify ifc immediately if he/she knows or suspects of use of e-Gift Vouchers by any other person.
- 3.3.2. e-Gift Voucher Balance
- 3.3.2.1. e-Gift Voucher Balance on the App will be updated after the use of e-Gift Voucher at Voucher Participating Merchant or the transfer of e-Gift Voucher between a Member and any Affiliated Member.
  - 3.3.2.2. Members are solely responsible for keeping track of their Voucher Balance.
  - 3.3.2.3. e-Gift Vouchers are valid on the specified dates in the Voucher Balance on the "ifc mall (Hong Kong)" iPhone/Android applications.

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3.3.2.4. Upon the expiration of the stated validity period of the e-Gift Voucher, any remaining e-Gift Voucher will be forfeited and cleared from the Voucher Balance.

### 3.3.3. e-Gift Voucher Transfer between Member and Affiliated Member

3.3.3.1. e-Gift Vouchers are only transferrable from a Member to assigned Affiliated Member within the same CLUB ic membership account.

3.3.3.2. Members should carefully check the value of e-Gift Voucher to be transferred at the time of transfer and Members are not entitled to claim any purported discrepancy afterwards.

3.3.3.3. Voucher Balances of the Member and the relevant Affiliated Member will be updated after a transfer of e-Gift Voucher.

3.3.3.4. Once the transfer of an e-Gift Voucher is completed, it cannot be cancelled or reversed.

### 3.4. TERMS AND CONDITIONS FOR COMPLIMENTARY PARKING

3.4.1. Daily complimentary parking offer from CLUB ic (hereinafter called "Daily Complimentary Parking") is available during the effective CLUB ic Membership period.

3.4.2. A Lifetime Member or Black Member can redeem a single 3-hour same-day ifc complimentary parking per day, and a Platinum Member can redeem a single 2-hour same-day ifc complimentary parking per day (hereinafter called "Parking Hours").

3.4.3. Daily Complimentary Parking is only applicable for parking at One ifc or Two ifc car park.

3.4.4. Affiliated Members may redeem Daily Complimentary Parking in the account of the Member who nominates him/her. The Daily Complimentary Parking is only available to vehicles travelling by the Member and his/her Affiliated Member.

3.4.5. Each Member Account may only redeem Daily Complimentary Parking once per day, by a Member or his/her Affiliated Member.

3.4.6. A Member can redeem his/her Daily Complimentary Parking at ifc mall Concierge on Podium Level 1 (one near Shop 1033 and another near Shop 1090) during 9:30am – 9:30pm daily.

3.4.7. Members shall redeem Daily Complimentary Parking at ifc mall Concierge in person with a valid e-Membership Card during the stated hours. Any redemption request for Daily Complimentary Parking beyond the stated hours will not be entertained.

3.4.8. After 9:30pm of each day, any Parking Hours for the day not redeemed in Member Accounts will be forfeited.

3.4.9. Any updates to the Parking Hours of Daily Complimentary Parking due to upgrade/ renewal of Membership level will be effective immediately on the date of approval of the said upgrade/ renewal of Membership level.

3.4.10. If a Member knows or suspects of unauthorised use of his/her Parking Hours, the Member should inform ifc in writing immediately.

3.4.11. ifc reserves the right to change the terms and conditions regarding redemption and use of Daily Complimentary Parking (including the Parking Hours available for different Membership levels) from time to time without prior notice to Members.

3.4.12. Daily Complimentary Parking entitles the Member to enjoy complimentary parking space provided by MTR Corporation Limited or such other person as specified by ifc from time to time (hereinafter called "Relevant Car Park Provider") for the stated Parking Hours at One ifc or Two ifc car park.

3.4.13. Parking exceeding the redeemed Parking Hours will be charged at HK\$28 per hour from 07:01 to 23:00, and HK\$15 per hour from 23:01 to 07:00 the next day on Monday to Sunday & Public holidays or such other rate as determined by ifc from time to time.



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- 3.4.14. Daily Complimentary Parking is subject to availability of parking space in the One ifc or Two ifc car park on first-come first-served basis. ifc and the Relevant Car Park Provider reserve the right, at their sole discretion, to discontinue the provision of parking space at any time without prior notice to Members.
- 3.4.15. Parking Hours cannot be exchanged for cash or for other gift vouchers, products or services.
- 3.4.16. Daily Complimentary Parking may be used in conjunction with the complimentary parking provided by ifc mall. Members may redeem complimentary parking by ifc mall on top of Daily Complimentary Parking by fulfilling the stated redemption criteria and completing the redemption procedures. The terms and conditions for complimentary parking by ifc mall are listed on <http://ifc.com.hk/en/mall/parking/>.
- 3.4.17. One ifc or Two ifc car park is provided to a Member by the Relevant Car Park Provider, and ifc is not responsible for any failure by the Relevant Car Park Provider in providing the car park or the quality of the car park provided. The Relevant Car Park Provider is solely responsible for all obligations and liabilities relating to the car parks provided by it. A Member should resolve any dispute with the Relevant Car Park Provider directly. In any event, neither ifc nor the Relevant Car Park Provider shall have any obligations or liabilities related to any loss or damage to the Vehicle or any belongings of a Member, Affiliated Member or any other person (whether such loss or damage is caused by the negligence, or by any act, default or omission, of the Relevant Car Park Provider or any other party or otherwise) at any time whilst providing the car park space.
- 3.4.18. Daily Complimentary Parking is subject to the rules, regulations, terms and conditions from time to time applicable to the One ifc or Two ifc car park.
- 3.4.19. ifc and the Relevant Car Park Provider reserve the right to amend, cancel, or temporarily suspend redemption or use of One ifc or Two ifc car park and change the terms and conditions relating to Daily Complimentary Parking without prior notice to Members.
- 3.4.20. All matters and disputes relating to Daily Complimentary Parking including the redemption or use of Parking Hours shall be determined by ifc and ifc's determination shall be final and binding on Members.

### 3.5. TERMS AND CONDITIONS FOR YEAR-ROUND PERSONAL PORTER SERVICE

- 3.5.1. Members are eligible to enjoy the ifc Year-round Personal Porter Service for the Programme (hereinafter called "Porter Service") detailed in clause 2.8.1 during a calendar year (from the day on which the required number of accumulated ifc Points has been achieved to 31 December of the same calendar year) subject to and upon accumulation of the required number of ifc Points in that year. For Members who have accumulated the required number of ifc Points during 1 December to 31 December of a calendar year, entitlement for Porter Service will be extended to 31 January of the following calendar year.
- 3.5.2. Members will be notified of their entitlement of Porter Service by email or alert in the Member Account of the "ifc mall (Hong Kong)" iPhone/Android mobile applications.
- 3.5.3. Porter Service may be used by a Member who has accumulated the required number of ifc Points only.
- 3.5.4. Porter Service may be provided by the Relevant Service Provider and can be arranged at in-mall concierge or the CLUB ic Lobby during opening hours, or via the CLUB ic hotline at (852) 2904 2199 (or such other numbers as ifc may specify from time to time), daily from 9:30am to 10pm. Service hours are subject to change without prior notice.
- 3.5.5. Members are required to present valid e-Membership Card to enjoy the Porter Service.
- 3.5.6. Porter Service shall carry Members' belongings within ifc complex (including ifc mall, One and Two ifc lift lobbies and car parks, Four Seasons Hotel and Four Seasons Place lobby) excluding bulky baggage

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and luggage, jewellery, antique, cash, watch, photographic equipment, fur and other valuable or fragile belongings.

- 3.5.7. Members will be given a Porter Service Ticket upon redemption of Porter Service. Members shall show Porter Service Ticket as verification upon collection of belongings.
- 3.5.8. ifc will not accept any claim for the loss of Porter Service Ticket, and will not replace Porter Service Ticket in case of defacement, damage or loss. Porter Service Ticket is invalid if defaced or damaged.
- 3.5.9. Each Member can only enjoy Porter Service once per day, upon presentation of the e-Membership Card.
- 3.5.10. Availability of Porter Service is subject to service availability of the Relevant Service Provider on a first-come first-served basis. Any photos and service specifications provided are for reference only. ifc and the Relevant Service Provider reserve the right, at their sole discretion, to discontinue the Porter Service at any time without prior notice to Members.
- 3.5.11. Porter Service may only be used by Members who have accumulated the required accumulated ifc Points and may not under any condition be transferred, assigned, sold to another person.
- 3.5.12. Porter Service cannot be exchanged for cash or for other gift vouchers, products and services.
- 3.5.13. Unless otherwise specified or agreed by ifc and the Relevant Service Provider, Porter Service cannot be used in conjunction with other offers, promotions, discounts or gift vouchers provided by ifc or the Relevant Service Provider.
- 3.5.14. Porter Service is provided to a Member by the Relevant Service Provider, and ifc is not responsible for any failure or delay by the Relevant Service Provider in providing the service or the quality of the service provided. The Relevant Service Provider is solely responsible for all obligations and liabilities related to Porter Service provided by it. A Member should resolve any dispute with the Relevant Service Provider directly. In any event, neither ifc nor the Relevant Service Provider shall have any obligations or liabilities related to any loss or damage to any belongings of Members or Affiliated Members or any other person (whether such loss or damage is caused by the negligence, or by any act, default or omission, of the Relevant Service Provider or any other party or otherwise) at any time whilst providing Porter Service. This clause shall apply when the Relevant Service Provider accepts the belongings and whilst the belongings are in custody, retention or control of the Relevant Service Provider.
- 3.5.15. ifc and the Relevant Service Provider reserve the right to amend, cancel, or temporarily suspend Porter Service and change the terms and conditions relating to Porter Service without prior notice to Members.
- 3.5.16. All matters and disputes relating to eligibility or redemption (or both) of Porter Service shall be determined by ifc and ifc's determination shall be final and binding on Members.
- 3.5.17. Other terms and conditions may apply to Porter Service, please obtain the details from the Relevant Service Provider.

### 3.6. TERMS AND CONDITIONS FOR LIMOUSINE SERVICE

- 3.6.1. Members are eligible to enjoy the limousine transport service for the Programme (hereinafter called "Limousine Service") detailed in clause 2.8.1 during a calendar year (from the day on which the required number of accumulated ifc Points has been achieved to 31 December of the same calendar year) subject to and upon accumulation of the required number of accumulated ifc Points in that year. For Members who have accumulated the required number of accumulated ifc Points during 1 November to 31 December of a calendar year, entitlement for Limousine Service will be extended to 31 March of the following calendar year.
- 3.6.2. Members will be notified of their entitlement of Limousine Service via SMS.

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- 3.6.3. Each eligible Member will be entitled to a maximum of four (4) single trips of Limousine Service (hereinafter called "Quota") within a calendar year. Each trip should be made between 9:30am and 9pm (pick-up time), with routings to include ifc mall as either the point of departure or the destination in each trip and be within Hong Kong SAR territory, and without stop-over (hereinafter called "Trip"). The Member using Limousine Service must be on board and is allowed to bring along non-Member guests and luggage subject to the designated car (hereinafter called "Limousine Vehicle(s)")'s capacity and individual models.
- 3.6.4. Members must call the Programme service hotline at (852) 2904 2199 (or such other phone numbers as ifc may specify from time to time) at least 48 hours before the pick-up time from 9:30am to 10pm to make the reservation for Limousine Service. Hotline service hours are subject to change without prior notice.
- 3.6.5. Members are required to provide valid e-Membership Card number, Trip details and other information requested by ifc to make the reservation.
- 3.6.6. One Quota will be deducted from the Member Account upon each successful reservation.
- 3.6.7. Limousine Service may be provided by Kwoon Chung Trans-Island Travel Company Ltd. or such other person as specified by ifc from time to time (hereinafter called "Limousine Service Provider"). Availability of Limousine Service is subject to service availability of the Limousine Service Provider on a first-come first-served basis. Any photos and service specifications are provided for reference only. ifc and the Limousine Service Provider reserve the right, at their sole discretion, to discontinue Limousine Service at any time without prior notice to Members.
- 3.6.8. Necessary personal and Trip information of the Members reserving for Limousine Service may be passed by ifc to the Limousine Service Provider and its representatives, agents or employees for the purpose of providing Limousine Service.
- 3.6.9. Members wishing to make amendment (other than the amendment specified in clause 3.6.10) or cancellation to the reserved Trip must notify ifc by calling the Programme service hotline at (852) 2904 2199 (or such other phone number as ifc may specify from time to time) from 9:30am to 10pm at least twenty-four (24) hours in advance of the requested pick-up time. Otherwise, ifc may not be able to process the requested amendment and cancellation in time and a Quota will be forfeited from the Member Account in any event. Hotline service hours are subject to change without prior notice. Only one amendment or cancellation request is accepted for each reservation.
- 3.6.10. Member may request amendment(s) on the pick-up time (new pick-up time must be at least six (6) hours away from when the amendment is made), pick-up/drop-off location, and passenger/luggage number to the reserved Trip and in compliance with the Trip specifications.
- 3.6.11. Members may be contacted directly by the Limousine Service Provider's Limousine Driver ("hereinafter called "Driver") through the Members' registered mobile number fifteen (15) minutes in advance of the requested pick-up time; Members must show up at the requested pick-up location on time to enjoy the free Limousine Service.
- 3.6.12. Pick-up location at ifc mall would be Level B3, Two ifc Car Park. Drop-off location at ifc mall would either be Level B3, Two ifc Car Park, or Ground Floor ifc Main Entrance (Man Cheung Street). Pick-up location at Hong Kong International Airport (hereinafter called "HKIA") would be counter B01, Terminal 1, HKIA.
- 3.6.13. Members are required to present valid e-Membership Card to Driver for verification purpose to enjoy the Limousine Service.
- 3.6.14. Except for arrival transfer at HKIA, in the event of a Member being late for fifteen (15) to twenty-nine (29) minutes from the scheduled pick-up time, the Member will have to pay an extra 50% of the service fee for the Trip (subject to actual Trip) to use Limousine Service. Driver will notify the Member

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about the amount of service fee before Limousine Service commencement, and the Member is required to pay the service fee directly to the Limousine Service Provider by cash or credit card (if applicable). The Limousine Service Provider will issue a receipt to the Member afterwards. If the Member elects not to use the Limousine Service, the required Quota will be deducted from the Member Account nevertheless.

- 3.6.15. Except for arrival transfer at HKIA, in the event of a Member being late for thirty (30) to fifty-nine (59) minutes from the scheduled pick-up time, the Member will have to pay an extra 100% of the service fee for the Trip (subject to actual Trip) to use Limousine Service. Driver will notify the Member about the amount of service fee before Limousine Service commencement, and the Member is required to pay the service fee directly to the Limousine Service Provider by cash or credit card (if applicable). The Limousine Service Provider will issue a receipt to the Member afterwards. If the Member elects not to use the Limousine Service, the required Quota will be deducted from the Member Account nevertheless.
- 3.6.16. In the event of a Member being late for sixty (60) minutes or more from the scheduled pick-up time / actual flight arrival time for arrival transfer at HKIA, the Limousine Service Provider will cancel the Trip with prior text message or voice mail notification to the mobile number provided upon reservation. The required Quota will be deducted from the Member Account nevertheless.
- 3.6.17. In the event of a Member requesting change of pick-up or drop off location (or both) during the Trip, the Member will have to pay a service fee the amount of which depends on the new pick-up or drop off location, routings, and the Trip specifications. Driver will notify the Member about the amount of service fee before effecting the requested change, and the Member is required to pay the service fee directly to the Limousine Service Provider by cash or credit card (if applicable). The Limousine Service Provider will issue a receipt to the Member afterwards.
- 3.6.18. In the event of a Member requesting a stopover, the Member will have to pay HK\$100 per en-route stopover. A non-en-route stopover will be treated as if it were an extra Trip and the Member will have to pay an additional service fee (subject to actual Trip). Driver will notify the Member about the amount of service fee before agreeing to any stopover, and the Member is required to pay the service fee directly to the Limousine Service Provider by cash or credit card. The Limousine Service Provider will issue a receipt to the Member afterwards.
- 3.6.19. A Member should make arrangement with the Limousine Service Provider directly in the event of Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Signal occurring or being expected before or during the reserved Trip and the Limousine Service. A Member is solely responsible for his/her decision whether or not to continue or vary the reserved Trip and Limousine Service in those circumstances. If he/she decides not to continue, no Quota will be deducted from his/her Member Account.
- 3.6.20. If a reserved Trip or Limousine Service is cancelled by a Member due to Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Signal, no Quota will be deducted from Member Account.
- 3.6.21. In the event of crowd control, road blockage management or other incident being expected or happening during the reserved Trip, a Member should make arrangement with the Limousine Service Provider directly. ifc is not responsible for any delay or other consequences as a result of such incidents.
- 3.6.22. ifc has discretion whether or not to deduct Quota from a Member Account in the event of Limousine Vehicle being late or Limousine Vehicle breakdown.
- 3.6.23. Limousine Service may not under any condition be transferred, assigned or sold to another person.
- 3.6.24. Limousine Service cannot be exchanged for cash, or for other gift vouchers, products and services.

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- 3.6.25. Unless otherwise specified or agreed by ifc and the Limousine Service Provider, Limousine Service cannot be used in conjunction with other offers, promotions, discounts or gift vouchers provided by ifc or the Limousine Service Provider.
  - 3.6.26. Limousine Service is provided to a Member by the Limousine Service Provider, and ifc is not be responsible for any failure or delay by the Limousine Service Provider in providing the service or the quality of the service. The Limousine Service Provider is solely responsible for all obligations and liabilities related to the Limousine Service provided by it. A Member should enquire the Limousine Service Provider directly about its insurance arrangement. Any enquiry, claim or complaint in relation to the availability or performance of Limousine Service by the Limousine Service Provider (including claim for loss, damage or injury to person or property) shall be directed to the Limousine Service Provider. ifc and the Limousine Service Provider will not accept any liability whatsoever except those taken up by the Limousine Vehicles' insurer in accordance with the terms and conditions written on the certificate of insurance issued to the Limousine Vehicles as required by Hong Kong Motor Vehicle Insurance (Third Party Risks) Ordinance. For Limousine Service details, please contact the Limousine Service Provider directly at (852) 3193 9333 (or such other phone number as ifc may specify from time to time).
  - 3.6.27. ifc and the Limousine Service Provider reserve the right to amend cancel, or temporarily suspend Limousine Service and change the terms and conditions relating to Limousine Service without prior notice to Members.
  - 3.6.28. All matters and disputes relating to eligibility or redemption (or both) of Limousine Service shall be determined by ifc and ifc's determination shall be final and binding on Members.
  - 3.6.29. Other terms and conditions may apply to Limousine Service, please obtain the details from the Limousine Service Provider.
- 3.7. TERMS AND CONDITIONS FOR SIX-MONTH OR ONE-YEAR VALET PARKING SERVICE
- 3.7.1. Eligible Members can redeem one (1) badge (hereinafter called "Valet Parking Badge") for a Six-Month or One-Year Valet Parking Service for the Programme (hereinafter called "Valet Parking") detailed in clause 2.8.1 at the CLUB ic Lobby during the periods specified by ifc, subject to and upon accumulation of the required ifc Points in that year.
  - 3.7.2. Eligible Spending made between 1 January to 30 June of a calendar year and registered on or before 7 July are eligible for redemption from 8 July to 31 August of the same calendar year. Eligible Spending registered between 8 July and 7 January of the following year will be eligible for redemption from 8 January to the last day of February in the following calendar year.
  - 3.7.3. Valet Parking Badge is valid either until 30 June or until 31 December of a calendar year or of the next calendar year as specified on individual Valet Parking Badges.
  - 3.7.4. Members will be notified of their entitlement of Valet Parking via APP push from the "ifc mall (Hong Kong)" iPhone/Android applications.
  - 3.7.5. Valet Parking shall not be available if a Member's Membership is expired or terminated.
  - 3.7.6. Each Member entitled to a Valet Parking Badge may register up to three (3) motor vehicle license plates (hereinafter called "Registered Vehicle(s)") to enjoy Valet Parking within the validity period specified in clause 3.7.3.
  - 3.7.7. The Registered Vehicle(s) must be non-commercial Private Car acknowledged by Transport Department of the Hong Kong Special Administrative Region.
  - 3.7.8. Members must provide valid e-Membership Card number and any other information requested by ifc to register the Registered Vehicle(s).

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- 3.7.9. Badge is only valid if stamped by ifc for authorisation. Damaged, defaced or photocopied badge will not be accepted.
- 3.7.10. Valet Parking may be provided by the Relevant Service Provider. Availability of Valet Parking is subject to service availability of the Relevant Service Provider on a first-come first-served basis. Any photos and service specifications provided are for reference only. ifc and the Relevant Service Provider reserve the right, at their sole discretion, to discontinue Valet Parking at any time without prior notice to Members.
- 3.7.11. Valet Parking may not under any condition be transferred, assigned, sold to another person.
- 3.7.12. In the event of the Registered Vehicle(s) or its/their license plate(s) being changed, Members shall update ifc to continue using Valet Parking following the registration process and specifications as specified in clause 3.7.6.
- 3.7.13. Pick-up and drop-off location for Valet Parking at ifc mall would be Finance Street, Two ifc Car Park entrance, or Level B3, Two ifc Car Park.
- 3.7.14. Each Valet Parking Badge entitles the Member to enjoy complimentary valet parking service provided by Wilson Parking (Hong Kong) Limited or such other person as specified by ifc from time to time (hereinafter called "Relevant Service Provider") for four (4) consecutive hours once per day at Finance Street, Two ifc Car Park entrance, or Level B3, Two ifc Car Park, daily from 10am to 2am of the next day. Parking exceeding four (4) hours per day will be charged at HK\$60 per hour or such other rate as determined by ifc from time to time. Parking exceeding 2am will only be able to be collected from 10am on the same day, and will be charged from 2:01am onwards at HK\$60 per hour or such other rate as determined by ifc from time to time. Valet Parking service hours are subject to change without prior notice.
- 3.7.15. Valet Parking is not available from 2am to 10am daily, Member cannot use Valet Parking Badge or collect car during the non-valet-parking-service hours. Parking during the non-valet-parking-service hours will also be charged at HK\$60 per hour.
- 3.7.16. In the case of any damaged Valet Parking Badge, a non-refundable handling fee of HK\$100 will be charged by ifc for each replacement badge. Any loss of Valet Parking Badge will not be accepted and replaced.
- 3.7.17. Members or owner of the Registered Vehicle should ensure that the Registered Vehicle (and its accessories and contents) has a valid certificate of insurance covering it against third party theft, damage or destruction.
- 3.7.18. Member or owner of Registered Vehicle using Valet Parking represents and warrants that he/she is either the owner of Registered Vehicle and agrees to be bound by these Terms and Conditions or is duly authorised by the owner of Registered Vehicle to bind such owner and himself/herself by these Terms and Conditions.
- 3.7.19. Member or owner of Registered Vehicle shall be under a duty to ensure that Registered Vehicle is in a road worthy condition and has motor vehicle license during the period the Relevant Service Provider has control of Registered Vehicle and shall indemnify the Relevant Service Provider against any fines levied due to the condition of Registered Vehicle, or any loss or damage to Registered Vehicle or any accessories or contents of Registered Vehicle occasioned as a result of Registered Vehicle's condition. Valet Parking cannot be exchanged for cash or for other gift vouchers, products and services.
- 3.7.20. Unless otherwise specified or agreed by ifc and the Relevant Service Provider, Valet Parking cannot be used in conjunction with other offers, promotions, discounts or gift vouchers provided by ifc or the Relevant Service Provider.
- 3.7.21. ifc and the Relevant Service Provider reserve the right in their absolute discretion to refuse to drive a Registered Vehicle if there are reasonable grounds for believing that it is in an illegal or unroadworthy

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condition. ifc and the Relevant Service Provider accept no liability for any loss or inconvenience arising from such steps being taken.

- 3.7.22. The Relevant Service Provider may move and drive the Registered Vehicle to such places as the Relevant Service Provider deems fit whilst providing Valet Parking.
- 3.7.23. The Relevant Service Provider shall not have any obligations or liabilities related to any loss or damage to the Registered Vehicle or any accessories or contents of the Registered Vehicle (whether such loss or damage is caused by the negligence, or by any act, default or omission, of the Relevant Service Provider or any other party or otherwise) at any time whilst providing Valet Parking.
- 3.7.24. Valet Parking is provided to a Member by the Relevant Service Provider, and ifc is not responsible for any failure or delay by the Relevant Service Provider in providing the service or the quality of the service provided by the Relevant Service Provider. The Relevant Service Provider is solely responsible for all obligations and liabilities related to Valet Parking. A Member should resolve any dispute with the Relevant Service Provider directly.
- 3.7.25. ifc and the Relevant Service Provider reserve the right to amend, cancel, or temporarily suspend Valet Parking and change the terms and conditions relating to Valet Parking without prior notice to Members.
- 3.7.26. All matters and disputes relating to eligibility or redemption (or both) of Valet Parking Badges or Valet Parking shall be determined by ifc and ifc's determination shall be final and binding on Members.
- 3.7.27. Other terms and conditions may apply to Valet Parking, please obtain the details from the Relevant Service Provider.

### 3.8. TERMS AND CONDITIONS FOR THE CLUB ic LOBBY

- 3.8.1. Gold Members, Platinum Members, Black Members and Lifetime Members are entitled to use and enjoy the facilities provided in the CLUB ic Lobby during Membership registration and Spending Registration, including the ancillary mini-lounge (hereinafter called "Facilities").
- 3.8.2. Each Gold Member, Platinum Member, Black Member or Lifetime Member may bring a maximum of one guest (hereinafter called "Guest") for every visit to CLUB ic Lobby. The Guest must be accompanied by the Member at all times in CLUB ic Lobby.
- 3.8.3. The CLUB ic Lobby is open from 10am to 8pm daily. Opening hours are subject to change without prior notice. Areas of the CLUB ic Lobby may also be closed for scheduled maintenance and repairs works without prior notice. Areas of the CLUB ic Lobby may be reserved from time to time for events to which Guests may be excluded unless specifically invited.
- 3.8.4. ifc may suspend the CLUB ic Lobby, certain Facilities or parts at the absolute discretion of ifc without prior notice for any reason whatsoever.
- 3.8.5. ifc may from time to time, especially during peak periods, restrict the number of Guests permitted to use or access the Facilities.
- 3.8.6. The CLUB ic Lobby and all the Facilities contained therein are for the use of Guests and other persons permitted by ifc, provided that ifc reserves the right to grant access to the CLUB ic Lobby to any other person or to restrict admission to or use of the CLUB ic Lobby and any of the Facilities by any Guests.
- 3.8.7. Members are required to present his/her e-Membership Card, and a valid identification document for verification before entering into the CLUB ic Lobby and using the Facilities.
- 3.8.8. ifc may impose rules and regulations for access to and use of the CLUB ic Lobby and the Facilities. All Guests should abide by such rules and regulations.
- 3.8.9. ifc may amend the rules and regulations applicable to the CLUB ic Lobby and the Facilities from time to time as it determines appropriate in its sole discretion.

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- 3.8.10. The CLUB ic Lobby is for Shoppers to undertake Membership registration, Spending Registration and Membership Privileges redemption.
- 3.8.11. General concierge services including cloakroom and access to the ancillary mini-lounge, and as detailed on ifc mall official website except umbrella lending service, free wheelchair and stroller hire and lost and found may from time to time be made available at the CLUB ic Lobby. Guests who require these excluded services from ifc are invited to seek assistance from in-mall concierge.
- 3.8.12. Coat check service may be made available for Guests. To enjoy the service, Guests are required to fill in and confirm an indemnity form as provided at the CLUB ic Lobby prior the check-in of the intended item. A ticket will then be issued with each check-in item upon Guest's signing of the indemnity form. Checked-in item will only be returned to the Guest upon presentation of a valid ticket. Item(s) shall not be left in the cloakroom overnight. Where an item is not collected before the cloakroom closes, the item will be stored overnight and a service charge of HK\$100 per item will be incurred for each day the item remains stored. Such service charge shall be paid upon collecting the item(s). Other terms and conditions apply, please refer to the indemnity form for details.
- 3.8.13. Guests are responsible to remove all valuable belongings from the check-in item and ifc shall not be liable for any losses, costs and damages.
- 3.8.14. Coat check service is to be made available on a first-come first-served basis while check-in space is still available. Guests are responsible to take the checked-in item with them upon leaving the CLUB ic Lobby.
- 3.8.15. Taking photographs or video recording in the CLUB ic Lobby is not allowed without prior approval from ifc.
- 3.8.16. Dogs or other pets (with the exception of those assisting persons with disabilities) would not be permitted in the CLUB ic Lobby.
- 3.8.17. During Membership registration, Spending Registration and Membership Privileges redemption, Guests may use the Facilities and enjoy the refreshments provided in the CLUB ic Lobby. Food and beverage made available in the CLUB ic Lobby must not be taken away from the CLUB ic Lobby. No external or self-brought food and drinks would be allowed in the Registration Office.
- 3.8.18. No alcoholic beverages will be provided or permitted to be consumed at the CLUB ic Lobby without prior approval of ifc. ifc reserves the right, in its sole discretion, to refuse Guests who appear to be intoxicated entry into the CLUB ic Lobby.
- 3.8.19. The CLUB ic Lobby is solely for the business of "CLUB ic". Private business activities or functions of Guests are not permitted inside the CLUB ic Lobby without prior approval of ifc.
- 3.8.20. ifc has the right to require anyone whose behaviour may (in ifc's opinion) endanger or cause nuisance or inconvenience to other Guests, or cause damage to any property of the CLUB ic Lobby to leave the CLUB ic Lobby.
- 3.8.21. Commercial advertisements shall not be posted or circulated in the CLUB ic Lobby nor shall solicitations of any kind be made on the Facilities without the prior approval of ifc.
- 3.8.22. Guests will be held liable and required to pay full compensation at market rate for any damage or loss caused by them to properties in the CLUB ic Lobby.
- 3.8.23. The personnel of the CLUB ic Lobby will have full authority to enforce these Terms and Conditions and any other rules and regulations of the CLUB ic Lobby, and any infringement or violation of or by Guests will be reported to ifc.
- 3.8.24. ifc shall not be responsible or liable for any loss and damage to personal properties and belongings or any accidents or injuries in the CLUB ic Lobby. Nothing in this clause shall limit or exclude any liability for death or personal injury arising from the negligence of ifc or any of its service providers, agents and contractors.



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3.8.25. These Terms and Conditions and any other rules and regulations of the CLUB ic Lobby may be added to or varied by ifc from time to time in the discretion of ifc. In case of disputes, ifc reserves the right to final decision.

### 3.9. TERMS AND CONDITIONS FOR EVENTS AND OFFERS

- 3.9.1. As part of the Privileges, ifc may, at its sole discretion, invite Purple or above Members and Affiliated Members to participate in private events and functions held by ifc and enjoy special tactical offers provided by ifc tenants (hereinafter called "Events").
- 3.9.2. ifc reserves the right to temporarily suspend the CLUB ic Lobby and the Facilities for the Events.
- 3.9.3. Events are only available to eligible Members, Affiliated Members and their guests (collectively called "Participating Guests"). Each Member or Affiliated Member may bring one (1) non-Member for each Event upon registration confirmation.
- 3.9.4. Events may be made available to different Members depending on the invitation criteria based on different factors including but not limited to the event nature and Members' preferences, ifc and Event organisers have the sole discretion on such invitation criteria and reserve the right to final decision.
- 3.9.5. Pre-registration for all activities is required by logging into the Member Account or Affiliated Member Account through the "ifc mall (Hong Kong)" iPhone/ Android mobile applications.
- 3.9.6. Registration status will be confirmed once the registration process is completed as shown on the screen of the device that Members or Affiliated Members used for such registration.
- 3.9.7. Registration after cut-off date will be handled onsite subject to availability.
- 3.9.8. Registration is on a first-come first-served basis and ifc and the participating third party reserve the right to limit the number of attendees.
- 3.9.9. Any cancellation of registrations should be made 24 hours prior to the Event. Members may login to the Member Account or Affiliated Member Account through the "ifc mall (Hong Kong)" iPhone/ Android applications, to change the status of reservation, or call the Programme service hotline at (852) 2904 2199 (or such other phone numbers as ifc may specify from time to time) from 10am to 8pm. Hotline service hours are subject to change without prior notice.
- 3.9.10. Failure to attend registered Events without cancelling the registration 24 hours before the Event will be recorded in the Member Account. ifc and organiser of the Events reserve the right to reject Members with such records to register for future Events.
- 3.9.11. Members and Affiliated Members must present their e-Membership Card at each registered Event for verification purpose.
- 3.9.12. ifc and organiser of the Events hold the right to restrict participation of the Event due to the failure of a proper Event registration or the presentation of e-Membership Card.
- 3.9.13. For the Events held in the CLUB ic Lobby, Participating Guests should comply with the rules and regulations applicable to the CLUB ic Lobby.
- 3.9.14. During the course of the Events, the Event organiser or any participating third party may request Participating Guests to provide personal information for future direct marketing purposes. Participating Guests has the right to refuse to provide such information and ifc shall not be liable for any direct or indirect personal information sharing between Participating Guests and the Event organiser or any participating third party.
- 3.9.15. During the course of the Events, live webcasts, photographs and video recording may be taken by ifc or persons authorised by ifc of Participating Guests attending the sessions. By attending the Events, Participating Guests accept that these photographs or video recording may be used in any ifc, Event organisers or participating third parties' related publications or webpages, as well as future marketing

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activities. ifc, Event organisers and the participating third parties reserve the right to cancel a scheduled Event in exceptional circumstances or if the minimum number of registrations is not reached with advance notice.

### 3.10. TERMS AND CONDITIONS FOR BIRTHDAY SURPRISE & 1.5 TIMES BONUS ifc Points

- 3.10.1. Purple Members, Gold Members, Platinum Members, Black Members and Lifetime Members are entitled to enjoy 1.5 times bonus ifc Points (hereinafter called "Birthday Bonus Points") during their registered birthday month. Affiliated Members of eligible Members will also enjoy Birthday Bonus Points during the registered birthday month of the eligible Member. If a Green Member has been updated to Purple or above Membership in his/her birthday month, he/she is entitled to enjoy 1.5 times bonus ifc Points in respect of the Eligible Spending uploaded by him/her during the registered birthday month on or after the day on which ifc has confirmed the updated Membership status.
- 3.10.2. Gold Members, Platinum Members, Black Members, Lifetime Members and their Affiliated Members eligible for the Birthday Surprise are entitled to a Birthday Pack (hereinafter called "Birthday Pack", details are set out in clause 3.10.3) during their registered birthday month. If a Green Member has been updated to Purple or above Membership in his/her birthday month, he/she and his/her Affiliated Member are entitled to receive a Birthday Pack next month.
- 3.10.3. The Birthday Pack consists of a sweet treat provided by CLUB ic and a complimentary gift. Details of the sweet treat and complimentary gift are changed regularly, and will only be announced to eligible Members in their respective registered birthday month via APP push from the "ifc mall (Hong Kong)" iPhone/Android applications (hereinafter called "Birthday Message").
- 3.10.4. Members or Affiliated Members shall redeem the Birthday Pack at CLUB ic Lobby in person with a valid e-Membership Card and the Birthday Message during their registered birthday month. A Member cannot redeem the Birthday Pack other than during their registered birthday month nor without showing the Birthday Message.
- 3.10.5. Members are advised to carefully check the Birthday Pack at the time of redemption and Members are not entitled to claim against ifc for any purported shortfall in the Birthday Pack thereafter.
- 3.10.6. Terms and conditions apply for the redemption of the Birthday Pack, please refer to the respective redemption letters/vouchers for the details terms and conditions.
- 3.10.7. Birthday Packs cannot be exchanged for cash or for other gift vouchers, products or services.
- 3.10.8. ifc will not accept any claim for the loss of Birthday Pack, and will not replace the Birthday Pack in case of defacement, damage or loss.
- 3.10.9. Birthday Bonus Points are only applicable to purchases made during the Member's registered birthday month. A Member or Affiliated Member must register Eligible Spending within 7 days from the date of purchase to enjoy Birthday Bonus Points.
- 3.10.10. Birthday Bonus Points are not available in conjunction with other promotional Bonus Points Reward Programs. If the period of the promotional Bonus Points Reward Program coincides with the Member's registered birthday month, only the highest bonus point rewards obtained from either of the programs will be treated as Bonus Points Rewards during that period.
- 3.10.11. Applicable dates for Birthday Bonus Points will be based on Member's registered birthday month and cannot be changed, advanced or extended to any days or dates for any reason.
- 3.10.12. ifc reserves the right to amend, cancel, or temporarily suspend redemption of Birthday Surprise and change the terms and conditions relating to Birthday Surprise without prior notice to Members.
- 3.10.13. All matters and disputes relating to the Birthday Surprise shall be determined by ifc and ifc's determination shall be final and binding on Members.

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### 4. CONFIDENTIALITY AND USE OF PERSONAL DATA

- 4.1. Personal data and information provided by Members or Affiliated Members to ifc at Membership registration or Spending Registration, Privileges redemption or for other purposes relating to the Programme may be used by ifc for administering and managing the Programme and for the purposes specified in the PICS, and may be transferred by ifc to the classes of persons (including service providers engaged by ifc) specified in the PICS.
- 4.2. Each Member and Affiliated Member agrees that ifc may use his/her personal data and information in connection with matching for whatsoever purpose (whether or not with a view to taking any adverse action against the Member or Affiliated Member) any such personal data and information with other personal data concerning the Member or Affiliated Member in ifc's possession.
- 4.3. Each Member and Affiliated Member has the right to opt-out from receiving direct marketing materials and communications from ifc at any time by delivering a written opt-out request to ifc. The request will be effective five (5) working days upon ifc's receipt of the opt-out request. Further details relating to how to exercise opt-out right are set out in the PICS.

### 5. AVAILABILITY, MODIFICATION OR TERMINATION OF THE PROGRAMME AND CHANGES TO TERMS AND CONDITIONS

- 5.1. The Programme is provided at ifc's discretion. ifc reserves the right to cancel, terminate, suspend, replace, modify or withdraw the Programme at any time without giving notice or reason. In the case where the Programme is terminated, ifc may (but has no obligation to) give Members and Affiliated Members prior notification.
- 5.2. The Programme is subject to these Terms and Conditions and other terms and conditions relating to the Programme, Privileges or any services available under the Programme. By submitting a registration form for Membership or for an Affiliated Member, an individual will be regarded as having accepted and will be bound by these Terms and Conditions and other terms and conditions relating to the Programme, Privileges or any services available under the Programme. Each Shopper, Member and Affiliated Member is bound by these Terms and Conditions and other terms and conditions relating to the Programme, Privileges or any services available under the Programme.
- 5.3. Unless otherwise specified in these Terms and Conditions, ifc reserves the right at its sole discretion to unilaterally modify or amend these Terms and Conditions and other terms and conditions relating to the Programme, Privileges or any services available under the Programme from time to time without giving notice or reason. ifc shall not be liable to any loss suffered by Members, Affiliated Members or any other person resulting from such modification or amendment.
- 5.4. Any modifications and amendments made to these Terms and Conditions will be made available to Members and Affiliated Members on the Programme Website or the "ifc mall (Hong Kong)" iPhone/Android applications. Any modifications and amendments shall be binding on Members and Affiliated Members if ifc does not receive notice from the Member or Affiliated Member to terminate the Member or Affiliated Member account before relevant modification or amendment takes effect.

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- 5.5. If ifc knows or suspects that a Member or Affiliated Member abuses the Programme, including but not limited to providing ifc with inaccurate, invalid, false, incomplete or misleading information or transaction records, breaches these Terms and Conditions or other terms and conditions relating to the Programme, Privileges or any services available under the Programme, has not recorded any ifc Points for two (2) full calendar years consecutively, leads or participates in any improper conduct and/or behaviour as determined by ifc in its sole judgment, ifc has the right to take any or all of the following measures without prior notice to the Member or Affiliated Member: (i) rejecting his/her Membership registration or Affiliated Member Account registration, (ii) canceling or withholding all or any of the accumulated ifc Points, (iii) suspending all or any activities of the Member or Affiliated Member under the Programme, (iv) terminating his/her Membership or Affiliated Member Account, (v) requiring payment in full of the fees of all or any of the services or Privileges the Member or Affiliated Member consumed or (vi) any other measures that ifc considers appropriate. A Member or Affiliated Member is required to indemnify or reimburse ifc for any loss, cost and expenses (including legal fees) incurred or suffered by ifc as a result of his/her abuse of the Programme. ifc reserves its right to reject the re-application for Membership or Affiliated Member account of such Member or Affiliated Member.

## 6. DISCLAIMERS AND MISCELLANEOUS PROVISIONS

- 6.1. Neither ifc nor any service providers, agents or contractors that ifc may use or engage in relation to the Programme warrant or represent (either directly or indirectly):
- 6.1.1. that Programme materials, contents, information or functions contained in the Programme Website and the "ifc mall (Hong Kong)" iPhone/Android applications will be provided uninterrupted, timely, secure and error-free.
  - 6.1.2. that the quality of Privileges or products or services redeemed by Member or Affiliated Member will meet Member's or Affiliated Member's expectations in any way. Neither ifc nor any service providers, agents or contractors make any warranty or representation as to the merchantability or suitability of the Privileges for the Member's or Affiliated Member's purposes or fitness for use.
- 6.2. Without prejudice to any provisions in the foregoing, Members and Affiliated Members understand and agree that:
- 6.2.1. ifc and its service providers, agents and contractors shall not be liable for any losses, costs, damages, and personal injury suffered or sustained, as a result of the Member's or Affiliated Member's participation in the Programme, or his/her redemption or use of any Privileges. Nothing in this clause shall limit or exclude any liability for death or personal injury arising from the negligence of ifc or any of its service providers, agents and contractors.
  - 6.2.2. ifc and its service providers, agents and contractors will not be liable to any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, data or other intangible losses resulting from Member's or Affiliated Member's participation in the Programme or his/her redemption or use of any Privileges even if ifc or its service providers, agents and contractors have been advised of the possibility of such damage(s).

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- 6.3. Notices from ifc to Members and Affiliated Members shall be made via the registered e-mail accounts of Members or Affiliated Members, the registered address of Members or Affiliated Members, Short Message Service to registered mobile phone numbers of Members or Affiliated Members, or by such other means as ifc considers appropriate from time to time. The Member Account or Affiliated Member Account in the “ifc mall (Hong Kong)” iPhone/Android applications may also be used by ifc to provide notices of changes to these Terms and Conditions or any other matters relating to the Programme by displaying notices or links to notices to Members and Affiliated Members.
- 6.4. ifc’s failure or delay in exercising or enforcing any right or remedy provided under these Terms and Conditions does not constitute a waiver of such right or remedy by ifc.
- 6.5. The decision of ifc on all matters relating to, or in connection with, the Programme or any Privileges under the Programme shall be final and binding on each Member and Affiliated Member.
- 6.6. Each of the provisions of these Terms and Conditions is severable and distinct from the others. If any provision is or becomes invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, that shall not affect or impair the validity, legality or enforceability of such provision in any other jurisdictions or the remainder of such provision in that jurisdiction.
- 6.7. These Terms and Conditions shall be construed and governed by the laws of the Hong Kong Special Administrative Region of the People’s Republic of China. Each Member and each Affiliated Member submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region of the People’s Republic of China.
- 6.8. In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.