

Cyberport C.Connect | Membership Rewards Programme Terms and Conditions

1. Definition

- 1.1 "Participating Merchants" means Arcade@Cyberport Merchants, a list of which is detailed on the Arcade Website. Arcade@Cyberport reserves the right to change the list of participating merchants from time to time without prior notice.
- 1.2 "Participating Merchants" does not include:
 - i. Any bank, hotel accommodation, financial institution, securities brokerage, money changer, estate agent, travel agency, post office, clinic, parking operator, car dealer or car repair service centre;
 - ii. All receipts issued by designated stores, stalls and sales venues for short-term rentals;
 - iii. Any merchant who cannot provide electronically printed receipts; or
 - iv. Any merchant who is not legally authorized to operate in Arcade@Cyberport.

2. Cyberport C.Connect Membership Rewards Programme

- 2.1 Cyberport C.Connect Member Rewards Program (C.Connect) is governed and operated by Hong Kong Cyberport Management Company Limited (HKCMCL), and is governed by the terms and conditions ("Terms and Conditions") set forth herein.
- 2.2 Submission of an application at C.Connect constitutes acceptance of these Terms and Conditions.
- 2.3 By becoming a C.Connect Member, the Member is deemed to have agreed with and been bound by these Terms and Conditions.

3. Eligibility and Membership

- 3.1 Any person aged 18 or over who has successfully registered as a member through the Cyberport C.Connect website or its mobile application will become a member. Upon successful registration, the person will receive an email confirmation.
- 3.2 The registered name of the membership should be the same as the name on the applicant's official identity document and HKCMCL has the right to verify it with the applicant. Each person can only have one membership account at any given time.
- 3.3 HKCMCL will have the only and absolute discretion to approve the membership

application and grant the relevant membership. HKCMCL may refuse to approve or grant any membership without any reason.

- 3.4 Membership and Awards under these Terms and Conditions are non-transferable and may only be used or enjoyed by individual Members who have been granted or issued Memberships, Digital Membership Cards and Rewards.
- 3.5 HKCMCL reserves the right to modify the structure, benefits, content and other features of C.Connect, including but not limited to mobile applications, membership, net spend, membership benefits, rewards, these Terms and Conditions, joining or entering into arrangements with new programmes or other programs, and terminating C.Connect at any time without prior notice.
- 3.6 HKCMCL reserves the right to audit the Member's account at any time without prior notice to the Member to ensure that the Member complies with these Terms and Conditions, any terms and conditions of DP Merchants and any other applicable regulations or terms and conditions. During the review process, the Member's account may be suspended and the Member may not be allowed access to his/her account or conduct any transactions.

4. Membership Arrangement

- 4.1 Individuals may fill out the application form through the website (<https://connect.cyberport.hk/my-account/>) to become a C.Connect member. Upon successful registration, you will receive an email confirmation.
- 4.2 Each mobile phone number can only be registered by one member. Duplicate registrations with the same mobile phone number will not be accepted. If a member changes his/her mobile phone number / email address, the member must immediately contact HKCMCL to update the information through the following channels:
 - Email: CS@Cyberport.com.hk
 - Hotline : [+852 3166 3111](tel:+85231663111)

5. Member Benefits

- 5.1 Subject to the terms and conditions of the benefits, members can enjoy the following benefits:
 - i. Earn and redeem Cyber Points (Please refer to Parts 6 and 7 below for details)

- ii. Merchant year-round discounts;
 - iii. Member-only promotions;
 - iv. Birthday Offer; and
 - v. Free parking privileges;
- 5.2 HKCMCL reserves the right to change or amend such benefits as it deems appropriate or necessary without prior notice to Members.

6. Earn Cyber Points

- 6.1 Cyber Points will only be recorded once the membership application has been processed and membership has been approved.
- 6.2 Upon activation of the Member's Account, Members may earn Cyber Points using their e-Membership Card under these Terms and Conditions in accordance with their Eligible Purchases at any Participating Merchant or in accordance with the earning requirements or criteria of other HKCMCL Promotions.
- 6.3 Unless otherwise arrangement and approval, members will receive 1 Cyber Points for every HK\$1 spent under the C.Connect Rewards Programme; Each member can earn up to 50,000 Cyber Points per day. HKCMCL reserves the right to adjust the earning rate at any time without prior notice. Net expenses will be rounded off to every Cyber Point.
- 6.4 Spending History Registration: Members should register their net spending within 7 days **from the date of the transaction on as follows:**
- 1) Present his/her e-Membership Card and original proof of purchase at the Arcade@Cyberport Customer Service Department;
 - 2) Upload the relevant receipts and corresponding proof of payment via the mobile app.
- 6.5 If you upload receipts to register points via mobile app, the maximum spending amount per uploaded invoice is HK\$10,000. If the uploaded receipt exceeds HK\$10,000, points other than HK\$10,000 will not be redeemed or reissued. Members who wish to register receipts over HK\$10,000 in total must register their points in person at Arcade@Cyberport Customer Service Department.
- 6.6 Normal Points Earning Record may require 21 days for registration.
- 6.7 The processing time for Cyber Points credited to a member's account may take up to

sixty business days from the trading date on. Processing times may vary for each promotion/participating partner/participating merchant or transaction type.

6.8 Cyber Points are valid on 31 March every year respectively. Details are as follows:

Earning period	Cyber Points expiry date
During April 1 of the previous year to March 31 of the current year	March 31 of the following year <i>(i.e. Members must redeem their points on or before 31 March of the following year, otherwise the points will automatically expire from 1 April of the following year.)</i>

6.9 Unless otherwise specified, the expiration date of Additional Cyber Points shall be as set forth in Section 6.7 above. Please refer to the terms and conditions of each promotion and/or relevant participating partner/participating merchant for the expiry date of the additional Cyber Points.

6.10 Members shall immediately notify HKCMCL and/or the relevant Participating Partners of any transaction for which Cyber Points have earned are subsequently cancelled, refunded or reversed for any reason. In such circumstances, or if the Member fails to notify HKCMCL and/or the relevant Participating Partner, but HKCMCL becomes aware that such transactions have been cancelled, refunded or reversed, HKCMCL shall be entitled to cancel or deduct from the Member's account the Cyber Points earned by the said transaction (including any additional Cyber Points earned from such transactions during any Promotion Period from time to time).

6.11 Members agree that HKCMCL's records of Cyber Points earned by the Members are final and conclusive.

7. Redeem Cyber Points

7.1 Members may redeem gifts from time to time on their Cyber Points C.Connect webpage and may be redeemed by Members subject to availability.

7.2 Frequency of redemptions: Unless otherwise listed as a special redemption clause, there is no limit to the number of times a Member can apply for a gift if the Member has sufficient Cyber Points.

7.3 Redemption Request: Members can redeem gifts or vouchers directly on the C.Connect webpage and pay attention to the terms and conditions of each redemption

as follows:

- 1) Some Rewards Members must be present at Arcade@Cyberport Customer Service Department to collect the gift and cannot be collected by another person.
 - 2) Some Reward Members can use it directly at designated merchants.
- 7.4 Deduction of Points: Once the Member's application for redemption of the gift is confirmed by HKCMCL, HKCMCL will deduct the corresponding Cyber Points from the Member's account.
- 7.5 No Guarantees: HKCMCL does not warrant that the Gifts will be of saleable quality or fit for any purpose. HKCMCL shall not be liable for such products and Members shall waive all rights and interests (if any) of the member in pursuing the HKCMCL. If there are any quality issues with such gifts, Members should contact the third party supplier directly. HKCMCL does not provide any repair, replacement, compensation or refund in respect of the gift.
- 7.6 Non-exchangeable: HKCMCL does not accept any request from members to exchange gifts for cash or other gifts.
- 7.7 Return and exchange of gifts: Except for designated gifts, all gifts will not be returned or exchanged after being determined by the member.
- 7.8 If a member finds that the designated gift is not functioning properly, he/she must bring the gift in person Arcade@Cyberport Customer Service Department submits a gift replacement application within 3 working days after the redemption date, from 12 noon to 8 pm (only Monday to Friday, Saturday, Sundays and public holidays are not counted). Gifts that are confirmed to be eligible for replacement after inspection can be replaced on the spot if they are still in stock; If there is no other stock of the gift, the member can redeem it for another gift of equal point value. Gifts are returned and exchanged only HKCMCL reserves the right, in its sole discretion, to accept or reject such replacement requests, subject to the availability of gift and packaging stock or other circumstances.

8. Eligible Transactions

- 8.1 Eligible transactions made by Members at Arcade@Cyberport in participating merchants can be used to calculate net expenditure.
- 8.2 Eligible transactions do not include the following:

- i. Any single charge of less than HK\$50;
- ii. Transactions with non-Arcade@Cyberport merchants;
- iii. Transactions made on the online platforms of any Arcade@Cyberport merchants (except online purchase of cinema tickets and other designated merchants);
- iv. Payments made using Arcade@Cyberport physical or e-gift vouchers;
- v. Purchase gift certificates or gift cards (including but not limited to cash coupons, gift vouchers or pastry vouchers), any kind of stored value cards or prepaid cards;
- vi. Redeem festive food vouchers, such as coupons for mooncakes, rice dumplings and pastries;
- vii. Topping up an Octopus, stored value or prepaid card;
- viii. Purchases not paid in full (e.g. the amount paid as shown on the deposit receipt);
- ix. Purchase any form of membership with a merchant;
- x. Any bill payment (e.g. payment of bills for communications or utilities);
- xi. Replacement of goods (but excluding any additional payment);
- xii. Cash withdrawals via EPS;
- xiii. The cardholder's name on the receipt is different from the name on the C.Connect membership application form;
- xiv. Duplicate receipts;
- xv. Tips; and
- xvi. Amount deducted from rewards/points/purchases using cash coupons, coupons, promo codes and any other promotion/membership programme.

8.3 If the transaction amount shown in the merchant's machine-printed receipt and the corresponding e-payment voucher is different, the lower of the two will be calculated for registration in Cyber Points, and HKCMCL has the sole and absolute discretion to determine the transaction amount.

9. Termination or Suspension of Membership

- 9.1 A Member may terminate his/her membership at any time by giving written notice to HKCMCL.
- 9.2 HKCMCL reserves the right to terminate or suspend any member's membership immediately if he or she breaches these Terms and Conditions or fails to comply with HKCMCL's instructions. In addition, HKCMCL reserves the sole and absolute discretion to

terminate or suspend the membership of any Member immediately at any time without giving any reason or compensation. HKCMCL shall under no circumstances be liable for any loss or damage suffered by either party as a result.

- 9.3 HKCMCL reserves the right to cancel all unused Cyber Points of a Member immediately after the Member's membership is terminated for any reason without compensation.
- 9.4 Termination of membership for any reason shall not affect any accrued rights and remedies of HKCMCL, the Participating Partners and/or the Participating Merchants as at the date of termination.
- 9.5 HKCMCL and/or the Participating Partner reserves the right to terminate or suspend the membership or revoke the Member's CyberCoins and/or Rewards in the event of any misuse of the e-Membership Card, QR Code, Member Account, Cyber Points and/or Rewards, including but not limited to fraud and/or misconduct by the Member, without prejudice to any accrual rights and remedies of HKCMCL and/or the Participating Partner.
- 9.6 In the event of the Member's death, the Member's account will be closed and HKCMCL will cancel all unused Cyber Points (if any) without compensation.
- 9.7 If a Member earns, uses and/or redeems Rewards for himself or herself through fraud and/or misconduct, the Member's liability to HKCMCL, the Participating Partner and/or the Participating Merchant shall include, but is not limited to, the full amount of Cyber Coins and/or Rewards or other goods or services received as a result, and all costs and damages incurred or suffered by HKCMCL, the Participating Partner and/or the Participating Merchant as a result.

10. General Terms and Conditions

- 10.1 HKCMCL will handle all personal data in accordance with the Personal Data (Privacy) Ordinance of the laws of Hong Kong and HKCMCL's Privacy Policy Statement.
- 10.2 Members should agree to HKCMCL's Personal Information Collection Statement at the time of applying for membership, which sets out HKCMCL's privacy policies and practices in relation to the collection, holding and use of personal data in connection with Cyber Points.
- 10.3 HKCMCL reserves the right to modify, suspend and terminate the C.Connect System at any time without prior notice, reason or compensation. HKCMCL shall under no

circumstances be liable to either party for any loss or damage caused thereby.

10.4 Failure to enforce a particular provision described herein does not constitute a waiver of that provision.

10.5 The parties who agree to these Terms and Conditions do not intend to have any entity or person who is not a party to these Terms and Conditions enforce or enjoy any provision of these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Revocation or amendment of these Terms and Conditions does not require the consent of entities or persons other than those parties to these Terms and Conditions.

10.6 HKCMCL reserves the right to interpret these Terms and Conditions and such interpretation shall be final and binding on all parties concerned.

10.7 Chinese versions of these Terms and Conditions are for reference only. In the event of any discrepancy between the English version and the Chinese version, the English version shall prevail.

10.8 These Terms and Conditions shall be governed by the laws of Hong Kong and any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

Effective June 19, 2023.