



OFFICE CLUB ic - TERMS & CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1.1. PROGRAMME DESCRIPTION

- 1.1.1. The ifc Office Tenant Engagement Programme – “OFFICE CLUB ic” (hereinafter called the “Programme”) is offered by International Finance Centre Management Co., Ltd. (hereinafter called “ifc”) to all current staff members of offices in Central and Sheung Wan. Please see clause 2.1 for details.
- 1.1.2. The Programme will be effective from 31 May 2018 and shall continue until ifc terminates the Programme.
- 1.1.3. The Programme only applies to the designated merchants (hereinafter called “Participating Merchants with Offer(s)”) at Hong Kong ifc mall (hereinafter called “ifc mall”).
- 1.1.4. Each staff is required to register as a member of the Programme (hereinafter called “Member”, and “Membership” shall be construed accordingly) to enjoy rewards, benefits, offers, privileges, special services and events may be made available to Members (hereinafter called “Privileges”)
- 1.1.5. A Member must present his/her valid membership before spending or purchase to enjoy Privileges.
- 1.1.6. Unless otherwise specified or agreed by ifc and Participating Merchants with Offer(s), Privileges cannot be used in conjunction with other offers, promotions, discounts or gift vouchers provided by ifc or Participating Merchants with Offer(s).
- 1.1.7. Privileges cannot be exchanged for cash or other gift vouchers, products and services.
- 1.1.8. Each Participating Merchants with Offer(s) is solely responsible for all obligations and liabilities related to the products or services provided by it.
- 1.1.9. Other terms and conditions may apply to each Privilege. Please obtain the details from the relevant Participating Merchants with Offer(s).
- 1.1.10. ifc and Participating Merchants with Offer(s) reserve the right to amend, cancel, or temporarily suspend any Privileges and change the terms and conditions relating to Privileges without prior notice to Members.
- 1.1.11. All enquiries, comments or questions in regards to the Programme shall be addressed to ifc by e-mail to officeclub@ifc.com.hk (or such other e-mail address as ifc may specify from time to time).
- 1.1.12. In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

2. TERMS AND CONDITIONS FOR PARTICIPATION

2.1. ELIGIBILITY OF BECOMING A MEMBER AND MEMBERSHIP

- 2.1.1. All current staff members of offices in Central and Sheung Wan are eligible (hereafter called “Eligible Person”) to apply without a fee.
- 2.1.2. The Programme has a website (hereafter called “Programme Website”) where Eligible Person can submit their application.
- 2.1.3. The procedures for Membership registration are as follows:
 - 2.1.3.1 Complete the e-form under “Registration” of Programme Website

2.1.3.2 Submit the e-form with an image of name card or staff card for verification.

2.1.3.3 Agree acceptance of OFFICE CLUB ic Terms and Conditions.

2.1.3.4 Confirm acceptance of ifc's Personal Information Collection Statement (hereinafter called "PICS")

2.1.4 After successful registration to become a Member, ifc will allocate a personal Membership number, user name and password to each Member to get access to their virtual Membership Card (hereinafter called "Virtual Card")

2.1.5 Membership is valid from the day of membership approval until the confirmation of termination is received from member. ifc reserves the right to request Members to submit valid document to confirm their membership.

2.1.6 Each individual is only entitled to have one Membership account only. Duplicate registration with the same mobile number or email address or identity document, or holding more than one membership accounts by the same individual will not be accepted. ifc reserves the right to reject such Membership registration or terminate membership without any prior notice.

2.1.7 Membership and Virtual Card are personal to a Member and are not transferable.

2.1.8 ifc has sole discretion whether or not to grant Membership under the Programme. ifc's decision on whether to approve an Eligible Person as a Member is final and binding on the Eligible Person.

2.1.9 ifc has the right to vary the requirements of Membership Application without advance notice.

2.1.10 A Member has to present his/her Virtual Card (as detailed in clause 3) if required by ifc or concerned tenants in order to carry out activities or enjoy Privileges under the Programme.

2.1.11 ifc reserves the right to terminate membership of non-eligible person at any time.

2.1.12 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.

2.1.13 Members should as soon as practicable notify ifc of any changes or amendments of his/her personal information such as telephone number, e-mail address, company detail and other contact details provided to ifc. 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).

2.2 MEMBER ACCOUNT AND VIRTUAL MEMBERSHIP CARD

2.2.1 Members are able to create their own password upon the first log in into the "Member Profile" section in the Programme Website. (hereinafter "Member Account")

2.2.2 Members may access their Member Account to check Membership details and status, Privileges and their expiry dates or validity periods, and direct marketing materials. (hereinafter called "Online Services")

2.2.3 A Virtual Card will show a Member's name and company name as registered in the Programme, and Membership number.

2.2.4 For identity verification purpose, a Member must present his/her Virtual Card at the point of sale at Participating Merchants with Offer(s) or at events to receive or redeem Privileges or to participate in the events. ifc has the right to require a Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identify verification.

2.2.5 Each Member is responsible for maintaining the confidentiality and security of their Membership number, user name and the log-in password. A Member shall notify ifc immediately if he/she knows or suspects any unauthorised use of his/her Membership or Virtual Card.

2.2.6 Membership and Virtual Card are the property of ifc at all times.

2.2.7 Membership and Virtual Card are registered under a named individual and is non-transferable.

- 2.2.8 Members can report any malfunction of Virtual Card to ifc via e-mail.
- 2.2.9 ifc has no liability and a Member is solely liable for the use (whether authorised or unauthorised) of Virtual Card with his/her Membership, 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.
- 2.2.10 Members may access their Member Account to check Membership details and status, Privileges and their expiry dates or validity periods, and direct marketing materials. The Member Account is strictly personal and is created and used under the Member's sole and entire responsibility. The account enables:
 - 2.2.10.1 Members to be recognised on the Programme Website via a desktop computer or a smartphone mobile service.
 - 2.2.10.2 Members to view and enjoy privileges
- 2.2.11 Access to the Member Account is based on the condition that Members are to comply with the online terms and conditions when accessing his/her Member 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.
- 2.2.12 The Online Services are for the sole and exclusive use by Members. Members shall not use or knowingly allow any other person to use the Online Services, the information or the reports (or all of the above) for or in connection with any illegal purpose or activity. Member shall notify ifc immediately if he/she knows or suspects of such use.
- 2.2.13 Member acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet.
- 2.2.14 Members shall follow the guidance provided by ifc online in designating the user identification code and the password for identifying the Member for the purposes of Online Services.
- 2.2.15 Members are fully responsible for acting in good faith, exercising reasonable care and diligence in keeping secret the membership number, user name and the password(s). At no time and under no circumstances shall the Member disclose the membership number, user name or the password(s) to any other person. Members are fully responsible for safeguarding and using their password.
- 2.2.16 Members shall be fully responsible for any accidental or unauthorised disclosure of the membership number, user name or the password(s) to any other person and shall bear the risks of the membership number, user name or password(s) being used by unauthorised persons or for unauthorised purposes.
- 2.2.17 Upon notice or suspicion of the membership number, user name or the password(s) being disclosed to any unauthorised person or any unauthorised use of Online Services being made, Member or shall notify ifc immediately and, until ifc's actual receipt of such notification, Members shall remain responsible for any and all use of the Online Services by unauthorised persons or for unauthorised purposes.
- 2.2.18 Any advice or confirmation that an instruction has been received through Online Services will be provided by ifc online. Such advice or confirmation shall be deemed to have been received by Member immediately after transmission, and it is the duty of the Member to check such advice or confirmation. It is also the duty of the 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.
- 2.2.19 Any material downloaded or otherwise obtained through the Internet is done at Member's own discretion and risk and that Member will be solely responsible for any damage to his/her computer system or loss of data resulting from such download.
- 2.2.20 None of ifc or any of its agents, contractors, information providers or service providers warrants or represents that the Online Services and any information provided via the Online Services to Members are free from virus or other destructive features which may adversely affect the hardware, software or equipment of Members.
- 2.2.21 All enquiries, comments or questions in regards to the System or to the Programme shall be addressed to ifc by e-mail to officeclub@ifc.com.hk.

2.3 MEMBERSHIP AND VIRTUAL MEMBERSHIP CARD TERMINATION

- 2.3.1 Members may terminate Membership and Virtual Card at any time by delivering a written termination notice to ifc by e-mail to officeclub@ifc.com.hk. Termination of Membership and Virtual Card takes effect after ifc has received and processed the termination notice within five (5) working days. An e-mail confirmation will be sent to the concerned members upon the successful application of termination.
- 2.3.2 Unless otherwise agreed by ifc, upon ifc's receipt of the termination notice from a Member, or Members fail to provide valid identity document to prove his/her Membership during Annual Review, that Member's Membership and Virtual Card instantly become invalid.
- 2.3.3 A 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 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 and all the corresponding data will be removed from the database permanently within five (5) working days.
- 2.3.4 ifc has the right to require a Member to provide identity document (bearing his/her photograph) or other evidence as ifc may consider appropriate for further identity verification.

2.4 PROGRAMME PRIVILEGES

- 2.4.1 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.
- 2.4.2 Privileges which are available to all Members may include year-round shopping and dining privileges, and participation of events held by ifc and its tenants (with advance invitation and booking required)
- 2.4.3 ifc has the right at its sole discretion to unilaterally modify or withdraw any Privileges.
- 2.4.4 ifc has the right to require a Member to present Virtual Card for identity verification purpose upon Privileges and Rewards redemption.
- 2.4.5 Additional terms and conditions for Privileges 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 The Year-round Shopping and Dining Privileges for the Programme (hereinafter called "Shopping and Dining Privileges") featured in the privilege catalogue (if any) are valid until 31 December (such date inclusive) of each calendar year or such other date(s) specified by ifc.
- 3.1.2 Other seasonal privileges or latest updates to the privilege catalogue may be notified to Members by the Member's registered e-mail account or the Programme Website. The catalogue is updated on a yearly basis.
- 3.1.3 Shopping and Dining Privileges are valid only at Participating Merchants with Offer(s) at ifc mall. List of Participating Merchants with Offer(s) are included in the privilege catalogue (if any) on Programme Website. The list is subject to change without prior notice to Members.
- 3.1.4 Members are required to present their Virtual 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.

- 3.1.6 Shopping and Dining Privileges may only be enjoyed by 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 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 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.
- 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.
- 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 EVENTS AND OFFERS

- 3.2.1 As part of the Privileges, ifc may, at its sole discretion, invite Members to participate in private events and functions held by ifc and enjoy special tactical offers provided by ifc tenants (hereinafter called "Events and Offers").
- 3.2.2 Events and Offers are only available to eligible Members. 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.
- 3.2.3 Details of Events and Offers will be notified to Members via registered e-mail account or Programme Website. Pre-registration for all activities is required.
- 3.2.4 Result of the registration will be notified to Members via registered e-mail account or Programme Website.
- 3.2.5 Registration after the cut-off date will be handled onsite subject to availability.
- 3.2.6 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.
- 3.2.7 Any cancellation of registrations should be made 24 hours prior to the Event. Members may inform ifc via e-mail or Programme Website should he/she wish to change the status of registration.
- 3.2.8 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.
- 3.2.9 Members must present their personal Virtual Card at each registered Event and Offers for verification purpose.
- 3.2.10 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 Membership or Virtual Card.
- 3.2.11 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.

- 3.2.12 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 workshops/activities, 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 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.

4 CONFIDENTIALITY AND USE OF PERSONAL DATA

- 4.1 Personal data and information provided by Members to ifc at Membership 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 ifc's Personal Information Collection Statement, and may be transferred by ifc to the classes of persons (including service providers engaged by ifc) specified in ifc's Personal Information Collection Statement.
- 4.2 Each 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) any such personal data and information with other personal data concerning the Member in ifc's possession.
- 4.3 Each 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 in 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 Personal Information Collection Statement.

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 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, 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 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 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 on the Programme Website. Any modifications and amendments shall be binding on ifc does not receive notice from the Member to terminate the Member account before relevant modification or amendment takes effect.

- 5.5 If ifc knows or suspects that a Member abuses the Programme, including but not limited to providing ifc with inaccurate, invalid, false, incomplete or misleading information, breaches these Terms and Conditions or other terms and conditions relating to the Programme, Privileges or any services available under the Programme, lead 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: (i) rejecting his/her Membership registration, (ii) suspending all or any activities of the Member under the Programme, (iii) terminating his/her Membership, (iv) requiring payment in full of the fees of all or any of the services or Privileges the Member consumed or (v) any other measures that ifc considers appropriate. A Member is required to indemnify or reimburse ifc for any loss, cost and expenses (including legal fees) incurred or suffered by ifc upon termination as a result of his/her abuse of the Programme. ifc reserves its right to reject the re-application for Membership of such 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, the “ifc mall (Hong Kong)” iPhone/Android mobile application, or the official ifc mall Facebook page, the official ifc mall Instagram page, WeChat account or Sina Weibo page will be provided uninterrupted, timely, secure and error-free.
 - 6.1.2 that the quality of Privileges or products or services redeemed by Member will meet 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 purposes or fitness for use.
- 6.2 Without prejudice to any provisions in the foregoing, 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 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 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).
- 6.3 Notices from ifc to Members shall be made via the registered e-mail accounts of Members, the registered address of Member, Short Message Service to registered mobile phone numbers of Members, or by such other means as ifc considers appropriate from time to time. The Member Account in the Programme Website, the official ifc mall Facebook page, the official ifc mall Instagram page, WeChat account or Sina Weibo page 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.
- 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.
- 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 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.