

**TERMS AND CONDITIONS IN RESPECT OF
D·PARK New World CLUB Weekday Surprise Program
(From 5 July 2022 to 28 July 2022 (Every Monday to Thursday)(both days inclusive))**

1 Applicable Activity

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

2 Details of the Activity

Activity: D·PARK New World CLUB Weekday Surprise Program

Promotion Period: 5 July 2022 to 28 July 2022 (Every Monday to Thursday) (both days inclusive)

Offer:

Selected New World CLUB members must first join DP CLUB and K Dollar Program (“**Members**”) and bind their DP CLUB membership with their corresponding K Dollar Program account in order to redeem the rewards (“**Rewards**”) on Every Monday to Thursday only during the Promotion Period.

Members may redeem the Rewards on the date of Eligible Transaction upon reaching the designated same-day electronic spending at D·PARK:

Cumulative Same-Day Spending Amount	Rewards
Accumulated spending equals to HK\$1,000 or more	100 K Dollars per day

Same-day spending is calculated based on 1 - 4 Eligible Receipts issued by merchant(s) of D·PARK. If 2 or more Eligible Receipts are used, they must be issued by at least 2 different merchants. Each Eligible Receipt must contain a minimum spending of HK\$50, excluding spending by K Dollar(s) and/or physical / electronic gift voucher(s) and/or any physical / electronic gift voucher(s) issued by merchants.

Members must register their spending on the date of Eligible Transaction by presenting the designated promotion’s email, the Eligible Receipt(s) and the corresponding original electronic payment slips at the DP CLUB member counter, 2/F of D·PARK to redeem the Rewards.

3 Redemption Restrictions

3.1 Each participant is required to first become a Member of DP CLUB in order to redeem the Rewards if he/she is not an existing Member. He/she must also first join the K Dollar Program and bind their DP CLUB Membership with their corresponding K Dollar Program account to redeem the Rewards.

3.2 Each participant who has participated in New World CLUB Day Program shall not be eligible to participate in the Activity.

3.3 Available while stocks lasts. The availability of the Rewards will vary during the Promotion Period.

3.4 All Eligible Receipts must be issued from merchants of D·PARK.

3.5 Use of K Dollars is subject to the terms and conditions of DP CLUB Loyalty Programme and K Dollar Program. DP CLUB Loyalty Programme Terms and Conditions refers to <https://bit.ly/3v8bJB7>. K Dollar Program Terms and Conditions refers to <https://www.krewards.com/program-terms-and-conditions/>.

4 Redemption of Goods and Services

The redemption of the goods and/or services is subject to the terms and conditions.

5 Special Terms and Conditions applicable to the Activity

5.1 Terms Used

5.1.1 "Eligible Receipt" means an original machine-printed receipt issued by a merchant at D-PARK on the date of redemption for an Eligible Transaction. DP CLUB does not accept any photocopied or hand-written receipts and reserves the right not to accept any receipts that DP CLUB suspects to be invalid, forged or issued not for genuine transactions or on other grounds without any need for explanation.

5.1.2 "Eligible Transaction" means a consumer transaction between a Member and any designated merchant at D-PARK but excludes:

- (a) Any cash payment;
- (b) Any single spending below HKD50;
- (c) Transactions with merchants other than the D-PARK Merchants;
- (d) Transactions at online platform(s) of any D-PARK Merchants (except online purchase of movie ticket(s) and other specific Merchants);
- (e) Payments using K Dollars and/or any D-PARK physical or electronic gift vouchers;
- (f) Purchase of gift vouchers or certificates (including without limitation to cash coupons, cake coupons or pasty coupons), stored value cards or pre-paid cards of any kind whatsoever;
- (g) Use of festival voucher to redeem festival food (e.g. use of mooncake coupon to **redeem mooncake or use of rice dumpling coupon to redeem rice dumpling or** use of Chinese cake coupon to redeem Chinese cake);
- (h) Adding value to Octopus cards, stored value cards or pre-paid cards;
- (i) The remaining unpaid amount of a spending (such as amount paid as shown on a deposit receipt);
- (j) Instalment paid for jewellery club;
- (k) Purchase of any type of membership from merchants;
- (l) Purchase of concert, performance or admission tickets;
- (m) Bill payments (such as payment of telecommunication or utility bills);
- (n) Exchange of goods (but excluding any additional payment);
- (o) Purchase of postage stamps;
- (p) Cash withdrawals with EPS;
- (q) Receipt on which the name of the cardholder does not match with the name of the Member as it appears on the membership enrolment form of DP Club;

- (r) Duplicated receipts;
- (s) Tips;
- (t) Discounts;
- (u) Amounts deducted from the use of cash coupons, promotion coupons, promotional codes, and any other promotional / loyalty program rewards / points / credits; and
- (v) Any other transactions that DPCSL may specify from time to time.

5.1.3 "Electronic Payment" means transaction by credit cards, debit cards, EPS, Android Pay, Apple Pay, PayMe, Samsung Pay, WeChat Pay, Tap & Go, Alipay payment slip, Quick Pass and Octopus cards.

5.1.4 Other terms not defined in these Terms and Conditions shall have the same meanings as defined in the DP CLUB Loyalty Programme Terms and Conditions.

5.2 Registration of Eligible Transactions

5.2.1 For the purpose of calculating the Eligible Transactions spending, all Eligible Transactions spending is required to be registered in accordance with the DP CLUB Loyalty Programme Terms and Conditions.

5.2.2 A Member shall forthwith inform DP CLUB of any transaction where Benefits (as defined in the DP CLUB Loyalty Programme Terms and Conditions) / K Dollars have been earned/obtained/redeemed but such transaction is subsequently cancelled, refunded or reversed for whatever reasons. In such circumstances, if the Member fails to inform DP CLUB but it has come to the knowledge of DP CLUB of those cancelled, refunded or reversed transaction(s), then either: (a) the Member shall pay to DP CLUB forthwith upon notice from DP CLUB for the value of the Benefits, which value shall be determined by DP CLUB in its sole and absolute discretion; or (b) DP CLUB shall be entitled to deduct the K Dollars earned from the said transaction(s) from his/her account. The Member agrees that the aforesaid payment by the Member to DP CLUB is an agreed liquidated damages but not a penalty.

5.3 Usage of K Dollars

K Dollars will be credited to the account of the Members in the form of K Points. The equivalent amount of K Points for the successfully registered spending will be credited into the Member's corresponding account within 3 working days after the Promotion Period ends. The K Points credited are valid until 31 December 2022.

5.4 Place of Redemption

The Rewards set out above shall be redeemed at the DP CLUB member counter, 2/F of D-PARK

5.5 Copying Eligible Receipts

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

5.6 Marking on Eligible Receipts

DP CLUB has the right to make any marks on each Eligible Receipt presented to DP CLUB in the course of redemption. Eligible Receipts marked by DP CLUB cannot be used again for redeeming gifts / rewards from other promotions.

5.7 Verification of Identity

Members are required to present his or her DP CLUB and K Dollar Program e-membership card and show the linkage of the two memberships for verification at the time of redemption.

5.8 Limited Stock

The Rewards are offered on a first-come-first-served basis while stocks last.

5.9 No Exchange

The Rewards cannot be exchanged for cash or other gifts.

5.10 No Liability

DP CLUB does not warrant that the products and services offered by individual merchants or redeemed by the participants in the Activity are of any merchantable quality or fit for any purpose, and disclaims all liability in relation to such products and services. Any participant in the Activity shall waive all his/her rights and interests, if any, of any natures to pursue against DP CLUB.

5.11 Termination of the Activity

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

6 General Terms and Conditions applicable to the Activity

6.1 Amendment

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

6.2 Interpretation

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

6.3 English Version Prevails

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

6.4 Governing Laws

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

Administrative Region.

Issued by Discovery Park Commercial Services Limited on 30 Jun 2022.