#### **Terms & Conditions of Regal Club Program**

This **Regal Club** Program (this "**Program**") is an integrated loyalty program provided by Regal Hotels International Limited ("**Regal Hotels International**", "we" or "us").

This Program provides Members with privileged opportunities to earn points under the Program and to redeem Rewards from various [Participating Merchants].

These Terms and Conditions govern the contractual relationship between us and Members of the Program. The Terms and Conditions should be read carefully, particularly as they include limitations and exclusions of liability in favour of us and its Participating Merchants.

In these Terms and Conditions, unless the context requires otherwise, all capitalized terms shall have the meanings set out in the section headed "**Definitions**".

#### **General Terms and Conditions**

- 1. Regal Club is provided, managed and operated by Regal Hotels International.
- 2. Eligibility for Membership is at the sole discretion of Regal Hotels International. Regal Hotels International may accept or reject any application without the need for any reason or explanation.
- 3. Registration for Membership in the Program and successful activation will be deemed to be the acceptance of these Terms and Conditions by a Member to the benefit of Regal Hotels International and the Participating Merchants.
- 4. Only customers who have completed the registration process and with successful activation for Membership via the Mobile App or the WeChat Official Account and have activated their respective Membership accounts are eligible to become Members.
- 5. Regal Hotels International reserves the right to amend or modify this Program, its structure, benefits, redemption requirements, other features, these Terms and Conditions, the App; the link with the WeChat Official Account, or to terminate the Program, at its sole discretion at any time, with or without notice. It is the responsibility of Members to keep themselves up to date in respect to the Program, including these Terms and Conditions. Registering for any Regal Points by a Member will be deemed as acceptance of all relevant amendments and modifications. Regal

Hotels International will not be liable for any losses or damages resulting from any amendment or modification to the Program or these Terms and Conditions.

- 6. Members are responsible for the security of their passwords to the Mobile App and the relevant email addresses. Regal Hotels International and the Participating Merchants shall not be liable in the event that a Member's password is disclosed, whether intentionally or not, so as to allow a third person access to the Member's account to make transactions. Regal Hotels International reserves the right to terminate any Member's account for any unauthorised use.
- 7. Regal Hotels International reserves the right to investigate or audit a Member's account at any time without prior notice to ensure compliance with these Terms and Conditions; any Participating Merchant's terms and conditions; and any other applicable rules, regulations or terms and conditions. During the course of an investigation or audit, the Member's account will be temporarily suspended, and the Member will not be permitted to access his account nor perform any transactions.
- 8. The sale or barter of Regal Points, Rewards, Member's privileges or other program benefits is prohibited and will result in the forfeiture of all Regal Points, Rewards, Member's privileges or other program benefits and the cancellation of Membership. Violators will be liable for damages suffered or incurred by Regal Hotels International and/or the Participating Merchants.
- 9. Employees (and their families) of Century City International Holdings Limited and its affiliated companies are not eligible to enrol or participate in the Program.
- 10. For any questions about the Program, Members can contact us through any one of the following methods:

Email to regalclub@regalhotel.com (please state with Member Name, registered mobile phone number and email address)

Contact via (852) 2894 7788

(Monday to Friday 9am – 6pm, except Saturday, Sunday and Public Holiday)

11. In the event of any discrepancy or inconsistency between English and Chinese versions of these Terms and Conditions and any other applicable terms and conditions in effect at the relevant time, the English version shall apply and prevail.

#### **Regal Club Membership**

- 12. To become Members, customers must first register for Membership through the Mobile App or WeChat Official Account.
- 13. The registered name for Membership must be the same as the applicant's name on his official personal identity document (e.g. Hong Kong identity card or passport) and also identical with the payer's name on any electronic payment slips presented for earning Regal Points. Regal Hotels International may request an applicant or a Member to provide his official personal identity document to Regal Hotels International for verification.
- 14. Members must be at least 18 years old. Each Member acknowledges and agrees that he must satisfy the age requirements specified above in order to legitimately benefit from Membership in the Program.
- 15. A correct and valid email address and mobile number must be submitted when registering for Membership. Members must be the legitimate owner of the registered email address and mobile number. If the registration for Membership is accepted by Regal Hotels International, an email will be sent to the new Member for Membership account activation on the Mobile App. A customer will only become a Member of the Program after successful activation of his Membership account. If any Member is found to have registered with an email address or mobile number that he does not own legitimately, Regal Hotels International shall have the right to, without any prior notice, immediately (i) suspend or terminate such Membership(s) and/or Membership account(s) on the Mobile App; (ii) cancel all Regal Points in the Membership account(s) and/or any redeemed but unused or unclaimed Rewards (as applicable); and/or (iii) disqualify the Member's rights of further redemption of Rewards or enjoyment of Member's privileges.
- 16. Regal Hotels International takes no responsibility for any undelivered SMS, push notifications or emails.
- 17. Members must ensure that the information submitted to Regal Hotels International for registration of Membership is true, accurate, complete, not misleading in all respects and without any elements of fraud.
- 18. Each individual is only entitled to have one (1) Membership account at any given time. Duplicate registration by the same individual or multiple Memberships will not be accepted. Regal Hotels International shall have the right to, without any prior

notice, immediately (i) suspend or terminate such Membership(s) and/or Membership account(s) on the Mobile App; (ii) cancel all Regal Points in the Membership account(s) and/or any redeemed but unused or unclaimed Rewards (as applicable); and/or (iii) disqualify the Member's rights of further redemption of Rewards or enjoyment of Member's privileges.

- 19. If Members wish to change their registered email addresses or mobile numbers, Members must inform the Customer Service Team or amend the details in the Mobile App on their own.
- 20. Membership and Regal Points are non-transferable and may only be used by the Member. Misuse of Membership, Regal Points, Rewards, Member's privileges or other program benefits, including, but not limited to, Fraud and Misconduct, may result in suspension or termination of Membership and/or Membership account(s) on the Mobile App, cancellation of all Regal Points in the Membership account(s) and/or any redeemed but unused or unclaimed Rewards (as applicable); and/or (iii) disqualification of the Member's rights of further redemption of Rewards or enjoyment of Member's privileges.
- 21. Members may terminate their Membership at any time by contacting our Customer Service Team via email or by deleting their Membership accounts on the Mobile App, at which time any outstanding Regal Points and any redeemed but unused or unclaimed Rewards will be cancelled. Under normal circumstances, we will complete the verification and processing of a Member's account termination within 30 days after verifying his identity.
- 22. Regal Hotels International may terminate the Membership of a Member, the right of a Member to use his Membership account, and the Member's access to or use of the Program services, facilities and benefits without notice if Regal Hotels International believes that a Member commits any Misconduct or Fraud, misuses any Regal Points or Rewards or any other Program benefits, and/or fails to adhere to these Terms and Conditions. In such circumstances, Regal Hotels International may cancel all Regal Points in the Membership account(s) and/or any redeemed but unused or unclaimed Rewards (as applicable) and/or disqualify the Member's rights of further redemption of Rewards or enjoyment of Member's privileges.
- 23. Regal Hotels International may also terminate the Membership of a Member at its complete discretion and in such circumstances may provide the Member with as much prior notice as reasonably practicable. Upon expiry of the notice period, all unused Regal Points will also be cancelled. Regal Hotels International may also suspend or

terminate the Member's right to any other benefits that the Member may be entitled to.

- 24. Termination of Membership for whatever reason shall be without prejudice to the accrued rights and remedies of Regal Hotels International, its Participating Merchants and the Member as at the date of termination.
- 25.Upon the death of a Member, the Membership account will be closed and all outstanding Regal Points, and any unused benefit entitlements in the account will be cancelled.
- 26. If a Member has redeemed any Rewards for himself/herself or others through Fraud, then the Member shall without limitation be liable to Regal Hotels International or its relevant Participating Merchants for the full price of the Reward or other goods or services obtained together with all costs and damages incurred or suffered by Regal Hotels International or its relevant Participating Merchants as a result thereof.

## **Membership Tier**

- 27. Membership of the Program is divided into five tiers.
- 28. A Tier 4 Membership will be given to a Member upon registration for Membership. Membership may be upgraded to another tier, or Membership at a particular tier may be renewed, subject to a Member's fulfilment of the qualifying spending criteria within a Membership year:

Member Tiers	Accumulative spending	Accumulative spending
	to upgrade per a	to renew per a
	Membership year	Membership year
Tier 0 – VIP	(by invitation)	N/A
Tier 1 – Diamond	HK\$50,000	HK\$40,000
Tier 2 – Emerald	HK\$20,000	HK\$16,000
Tier 3 – Sapphire	HK\$5,000	HK\$4,000
Tier 4 – Pearl	N/A	N/A

29. A Membership year lasts 12 months from the later of (i) the date of activation of a Member's account or (ii) the date of upgrading, renewing or downgrading to a Membership tier.

- 30. Membership tier upgrade will be processed immediately as soon as the members fulfill the qualifying spending criteria within a Membership year, while the validity of Regal Points in the Member's account will remain unchanged.
- 31. Once upgraded to a new Membership tier, a Member can enjoy the benefits and privileges available to Members of the upgraded tier in their next spending. Membership tier renewal or downgrade will be processed after the end of a Membership year.
- 32. Regal Hotels International shall be entitled to make or impose any adjustment, restriction or limitation on the upgrade, renewal or downgrade of a Membership tier at any time without any prior notice.
- 33. Members can earn 5 Regal Points for every HK\$1 spent in an Eligible Transaction. An Eligible Transaction must have a minimum spending amount of at least HK\$1.
- 34. To earn Regal Points on an Eligible Electronic Transaction, a Member should follow designated earning method of the following:

Presenting the Mobile App to the Participating Merchants for earning Regal Points:

- a. Member can earn Regal Points by presenting the Mobile App to a Participating Merchant after making payment for an Eligible Electronic Transaction. The appropriate amount of Regal Points will be added to the Member's account automatically (applicable to participating dining outlets in Regal Hotels, Regala Skycity Hotel & We Go Mall).
- b. Uploading the receipt of an Eligible Electronic Transaction through The Mobile App:

(applicable to Regal eShop)

- i. A Member can earn Regal Points by clicking "Upload Receipt" and uploading the Participating Merchant's machine-printed receipt and the corresponding electronic payment slip (which must show the payment effected by the Member with the Member's name appearing thereon) of an Eligible Electronic Transaction on the Mobile App within 30 days of the date of the receipt.
- ii. Members can only upload one Participating Merchant's machine-printed receipt and its corresponding electronic payment slip at a time.

- iii. Multiple receipts, resubmission, any submission in which either the receipt or the corresponding payment slip is missing, will not be accepted.
- iv. Under normal circumstances, receipts and payment slips uploaded will be reviewed by Regal Hotels International within 10 Business Days. Members should keep the original receipts and payment slips before the relevant Regal Points are credited to the Member's accounts.
- v. Regal Hotels International reserves the right to withhold or reject the crediting of any Regal Points to a Member's account in the event that a receipt that is faulty or unclear, a receipt over which Regal Points have already been earned by a Member, a receipt for a transaction other than an Eligible Electronic Transaction, or a receipt the date of which is more than 30 days before the date of uploading, is uploaded.
- vi. If such receipts and payment slips are approved, the appropriate amount of Regal Points will be added to the Member's account automatically.
- 36. Any Regal Points earned between 1 January and 30 June of a calendar year will expire on 30 June of the next year. Any Regal Points earned between 1 July and 31 December of a calendar year will expire on 31 December of the next year. Expired Regal Points will not be renewable and will be cancelled automatically. For every transaction in which a Member redeems any Reward using his Regal Points or any part thereof, any Regal Point with the earliest expiry date in that Member's account will be deemed to be used first.
- 37. The actual amount spent in an Eligible Electronic Transaction will be counted towards the number of Regal Points to be earned for such transaction. For the avoidance of doubt, no Regal Points can be earned over any amount reduced by discounts, the use of cash coupons, promotion coupons or promotional codes in an Eligible Electronic Transaction.
- 38. If a Member wants to cancel an Eligible Electronic Transaction over which Regal Points have been earned and get a refund, the Member must (i) inform the Customer Service Team, which will cancel all Regal Points earned by the Member in such transaction, and (b) if Rewards have already been redeemed using any of such Regal Points, return, or pay for the full amount of all goods or services rendered under, any Rewards redeemed using such Regal Points, before a refund is made by the Participating Merchant.

- 39. The name shown on any credit cards, debit cards or other facilities used for effecting the payment of an Eligible Electronic Transaction must be the same as the Member's name. Regal Hotels International reserves the right to (i) request a Member to present his official identity document, the original receipt or payment slip, and the credit card, debit card or other facility used for effecting the payment for verification, and (ii) withhold or reject the crediting of any Regal Points to a Member's account in the event of the Member's failure to present such document or information.
- 40. Once Regal Points are credited to a Member's account, a status update will be sent by push notification to the Mobile App (if the push notification function is enabled for the Mobile App). Members may also check the review status under "Points Balance" in the Mobile App.
- 41. All records or determination of Regal Hotels International as to any amount of Regal Points in a Member's account should be final and conclusive and binding on the relevant Member. Regal Hotels International will not entertain or accept any claim of missing Regal Points.
- 42. Regal Points shall have no cash value and cannot be exchanged or redeemed for cash. Regal Points cannot be sold, bought, transferred or moved to any other Members or third parties.
- 43. Regal Hotels International does not accept the conversion of any reward points, credits, benefits issued or provided by a Participating Merchant to Regal Points.
- 44. If Regal Hotels International makes an error when crediting a Member's account with the applicable Regal Points, Regal Hotels International's only liability will be to provide the Member with the correct number of Regal Points.
- 45. Regal Hotels International reserves the right to adjust or cancel any Regal Points credited to a Member's account incorrectly, or not in accordance with, or in breach of, these Terms and Conditions, at any time, without notice to a Member. If the Member uses any Regal Points incorrectly credited to his account, Regal Hotels International shall have the right to claim for any loss, damage or expense suffered by Regal Hotels International of any kind whatsoever arising out of or in connection with the Member's use of such Regal Points.
- 46. Regal Hotels International will not bear any responsibility in any case in a Member's failure to earn or use any Regal Points due to any system suspension, errors or failure in system operations of the Mobile App, the WeChat Official Account,

network connection problems, system malfunctioning, poor phone reception or blocking by third party applications or otherwise.

- 47. In case of any disputes arising out of or in connection with earning any Regal Points, Regal Hotels International and the Participating Merchants shall have the final decision.
- 48. Regal Hotels International shall be entitled to make or impose any adjustment, restriction or limitation on earning or using Regal Points at any time without any prior notice.

## **Reward Redemption and Member's Privileges**

- 49. A Member can redeem desired Rewards with the Regal Points required via the Mobile App. Upon submission of a redemption request, the corresponding Regal Points will be deducted instantly from the Member's accounts. No cancellation of a redemption request or refund of any deducted Regal Points will be allowed. A redemption request will be rejected if the balance of Regal Points is insufficient or such request is not accepted for any other reasons.
- 50. A Member is required to collect or use a redeemed Reward at such location and within such period as designated by the relevant Participating Merchant in person, failing which the Reward will be forfeited automatically, with no cancellation of a redemption request or refund of any deducted Regal Points.
- 51. To collect or use a redeemed Reward, a Member must open the Mobile App and let the relevant Participating Merchant scan the QR code of the relevant Reward in order to confirm that the Reward is used or collected.
- 52. Members hereby understand and accept that all privileges and Rewards are available in limited quantities, on a first come, first served basis, and that if a Reward cannot be redeemed due to limited stock or similar reasons, Regal Hotels International and its Participating Merchants will not be responsible for any failure of Members to redeem any Rewards.
- 53. Regal Hotels International shall have the right to change the amount of Regal Points required to redeem any Rewards from time to time.
- 54. Members may present their e-membership card in the Mobile App at the Participating Merchants to enjoy year-round merchant privileges or discounts.

- 55. Unless otherwise specified, the benefits and discounts cannot be used in conjunction with other offers, but not limit to other promotional discount, vouchers, credit card offers and complimentary valet parking.
- 56. In case of disputes arising out of or in connection with the use of Regal Points, the redemption of any Rewards, the enjoyment of any Members' privileges, and any goods or services provided thereunder, Regal Hotels International and its Participating Merchants shall have the final decision.
- 57. Dining discounts are only applicable for dine-in consumption and not applicable on Blackout Dates and Regal Hotels Selected Dates. Please refer to the hotels' website for details.
- 58. For dine-in and private room transaction, discount is applicable on transaction for a maximum of 18 persons only on a pro-rata basis.
- 59. For private room dining, discount is applicable on the transaction that fulfills the minimum charge for private room dining.
- 60. For Banquet & Wedding, the maximum limit of rewards on Regal Dollar is HK\$100,000 per event only.
- 61. For enjoyment of late check out service on Room Accommodation, the member can enjoy the benefit on their next booking on Regal Hotels' website (after Mobile App account is activated) only. The benefit is subject to hotel's availability and only applicable in Regal Hotels, Regala Hotel and iclub Hotels in Hong Kong only.

#### Warranties of Goods and Services, Exclusion and Limitation of Liability

- 62. Once a Reward redemption request has been placed, the redemption will be considered final and cannot be amended or cancelled by the Member and the deduction of Regal Points from the Member's account will be non-reversible and non-refundable.
- 63. All photos and descriptions appearing on the Mobile App or the WeChat Official Account are for reference only, and the actual goods or services may vary. To the maximum extent permitted by law, Regal Hotels International does not accept any liability if any information and any other content in relation to any Reward or Members' privilege on the Mobile App or provided by the Participating Merchants are not complete, correct, accurate or error-free.

- 64. Each Member represents and warrants that the redeemed Rewards and the Members' privileges are for his own personal use only and not for re-sale purpose.
- 65. Rewards and Members' privileges cannot be exchanged for other Rewards, Members' privileges or cash.
- 66. Rewards and Members' privileges may carry different validity periods, subject to individual Participating Merchant's decisions. The validity periods are based on Hong Kong time, unless expressly specified otherwise. Some Participating Merchants may impose blackout periods for when Rewards or Members' privileges may be redeemed (if applicable), used or collected. Rewards and Members' privileges will become invalid if not used within the validity period.
- 67. Regal Hotels International and its Participating Merchants shall not be liable to any Member for any direct, indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the Program (including but not limited to the provision of any goods or services, the provision or the refusal to provide any benefits, privileges or Rewards, the refusal of Regal Hotels International and/or its Participating Merchants to allow any Member to use any Regal Points for redeeming any particular Rewards), whether such loss, damage or expense is caused by negligence or otherwise, and whether Regal Hotels International and/or its Participating Merchants have any control over the circumstances giving rise to the claim or not.
- 68. All liability, if any, on the part of Regal Hotels International and its Participating Merchants, their respective employees, affiliates, agents, suppliers and partner organizations as set out in these Terms and Conditions, expressed or implied by statute or otherwise, are hereby excluded to the fullest extent permitted by law.
- 69. Without prejudice to any of the foregoing, the liability, if any, of Regal Hotels International and its Participating Merchants in contract, tort or otherwise with respect to any claim arising in respect of acts or omissions under the Program, shall be limited to re-crediting the value of the Regal Points used by the Member in connection with which the matter arises.
- 70. A Member is hereby deemed to have read, understood and agreed to these Terms and Conditions, and confirms that he has not relied on any statement, representation, assurance or warranty made by of Regal Hotels International and/or its Participating Merchants and shall waive all of his rights, if any, against Regal Hotels International and/or its Participating Merchants in relation thereof.

- 71. All Rewards and Members' privileges are subject to availability and Regal Hotels International and/or its Participating Merchants may, at any time and without advance notice, withdraw, limit, modify, cancel or increase the availability of such Rewards and Members' privileges.
- 72. Regal Hotels International will not be liable for any loss arising from the failure by any of its Participating Merchants to provide any products and services.
- 73. Regal Hotels International accepts no responsibility in respect of the following:
- (a) refusal by Regal Hotels International and/or any Participating Merchants for a Member to redeem Rewards or enjoy any Members' privileges;
- (b) unavailability of any of the Rewards or Members' privileges; and
- (c) refusal of replacement or change of any of the Rewards, Members' privileges or compensation thereof by Regal Hotels International and/or any Participating Merchants.
- 74. Where a Member uses the goods or services provided by a Participating Merchant, the terms and conditions of such Participating Merchants will apply and Regal Hotels International will not be liable for any loss, damage or expense arising therefrom.
- 75. To the extent permitted by applicable law, Regal Hotels International excludes all liability in respect of (i) the quality, merchantability or fitness for the purpose of any goods-related Rewards or Members' privileges and (ii) the quality of any service-related Rewards or Members' privileges. In particular, Regal Hotels International does not warrant that any service-related Reward or Members' privilege will be provided with reasonable care and skill.
- 76. Regal Hotels International is not responsible or liable in any way for any warranty provided by a Participating Merchant with any goods or services under a redeemed Reward or Members' privilege. Members are advised to contact the relevant Participating Merchant or suppliers directly should there be any query or dispute.
- 77. For the avoidance of any doubt, nothing in these Terms and Conditions shall exclude liability for death or personal injury caused by negligence.

#### **Data Privacy**

78. Regal Hotels International shall deal with all personal data in accordance with the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong) and its data privacy policy statement, which is available at:

https://www.regalhotel.com/mobile/regal-hotels-international/en/other/privacy-vow.html

79. The use of the Mobile App is governed by the applicable terms and conditions and the data privacy policy statement as stated in Clause 77 above.

## Members' Warranties on the Use of the Mobile App

- 80. A Member shall undertake in registration for Membership as follows:
- (a) that the Member shall comply with all applicable laws, statutes, ordinances and regulations regarding use of the Mobile App.
- (b) that the Member shall use the Mobile App solely for legal purposes and will not infringe the rights of any third party in using the Mobile App.

#### Miscellaneous

- 81. Regal Hotels International is entitled to transfer, assign, charge, sub-contract or otherwise dispose of any of the rights or obligations under these Terms and Conditions and the Program on such terms and conditions as Regal Hotels International may at its sole and absolute discretion think fit at any time without any prior notice to a Member.
- 82. Regal Hotels International is entitled to amend, suspend and terminate the Program at any time without any prior notice, reasons or compensation. Regal Hotels International shall not be liable for any loss or damage resulting therefrom by any party in any event.
- 83. Members may incur a tax liability or disclosure obligation through use of Regal Points. Regal Hotels International reserves the right to provide any tax authorities with full details of any Regal Points in a Member's account, on request of a tax authority. Regal Hotels International excludes all liability for cooperating with tax authorities in this manner.
- 84. Regal Points and all rights of title to and property in such Regal Points remain with Regal Hotels International at all times and never pass to the Member.
- 85. Any failure to enforce a particular term herein by Regal Hotels International does not constitute a waiver of that term.
- 86. Parties to these Terms and Conditions do not intend that any term of these Terms and Conditions should be enforceable or enjoyed, by virtue of the Contracts (Rights of

Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong), by any entity or person who is not a party to these Terms and Conditions. The consent of any entity or person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions.

- 87. Regal Club loyalty program membership, privileges, the earning and redemptions of points are subject to all applicable local laws and regulations. The benefits and rewards associated with members are provided in good faith. However, the above program including the benefits and rewards may not be available if they are prohibited or restricted by any applicable laws or regulations in Hong Kong or the member's jurisdiction of residence. If any part of these loyalty program rules is held to be unlawful or unenforceable in any such jurisdictions, such parts will be deemed to be severed from these program rules, while the remaining provisions shall remain in effect.
- 88. Regal Points are not transferable in any way, and cannot be bequeathed, devised or otherwise transferred by operation of law.
- 89. Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 90. These Terms and Conditions constitute the entire agreement and understanding of Regal Hotels International and a Member in respect of the Program and supersede all prior written or oral representations, agreements or understandings between them relating to the subject matter of these Terms and Conditions (including any misrepresentation made by Regal Hotels International), other than any fraudulent misrepresentation made by a party to induce the other party to enter into these Terms and Conditions.
- 91. Regal Hotels International has the right to interpret these Terms and Conditions and its interpretation shall be final and binding on all parties concerned.

#### **Governing Law and Jurisdiction**

92. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong.

By registering for Membership in the Program, each Member irrevocably submits to the exclusive jurisdiction of the Hong Kong courts in any dispute arising out of or in connection with these Terms and Conditions or registration for Membership or participation in the Program.

93. In these Terms and Conditions, the following expressions shall have the following meanings:

<b>Customer Service</b>	the customer service team of Regal Hotels International
Team	
<b>Eligible Electronic</b>	subject to any restrictions that may be imposed by Regal
Transaction	Hotels International or its Participating Merchants from
	time to time, a transaction between a Member and a
	Participating Merchant for any purchase of goods or
	services, the payment of which is effected by such
	Member electronically
Fraud	fraud, dishonesty and deceit including but not limited to:
	(a) providing false documents or information;
	(b) knowingly supplying incorrect information to obtain
	Regal Points;
	(a) alteriore de composte de alterio Decad Deintes
	(c) altering documents to obtain Regal Points;
	(d) selling, bartering and/or purchasing Regal Points
	including attempting to sell or transfer Regal Points by
	means of internet based sales or auctions; or
	(e) knowingly benefiting from the Fraud or Misconduct
	of another Member or individual
Member	any person admitted by Regal Hotels International to be
	a member under this Program, and the term
	"Membership" shall be construed accordingly
Misconduct	wrongdoing and improper behaviour including but not
	limited to:
	(a) enrolling for duplicate Membership;

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	(b) failure to comply with these Terms and Conditions
	and/or the terms and conditions of Participating
	Merchants (as amended from time to time);
	(c) inappropriate behaviour in dealing with the staff of
	Regal Hotels International or the staff of any
	Participating Merchants;
	(d) inappropriate behaviour whilst using any Mobile
	App or WeChat Official Account log-in or related
	channels, websites or applications; or
	(e) attempting to obtain Regal Points and/or Rewards
	and/or Member's privileges by Fraud
Mobile App	a downloadable mobile application named "Regal Club"
	developed by or on behalf of Regal Hotels International
	Limited which enables the Members to access and use
	the Program, including, without limitation, the iPhone
	and Android versions thereof
Participating	any company which are engaged in the business of
Merchant	provision of goods or services and which have made
	arrangements with Regal Hotels International to provide
	to its Members with goods or services for any redeemed
	Rewards. A full list of Participating Merchants is set
	forth in the Mobile App and the WeChat Official
	Account and may be varied and updated by Regal Hotels
	International from time to time without any prior notice
Regal Point	a point earned through this Program, with 5 points
	earned for every HK\$1 spent in an Eligible Transaction
Reward	any goods or services offered or to be offered by
	Members by Regal Hotels International and its
	Participating Merchants for redemption using Regal
	Points from time to time
WeChat Official	an official account named "富豪酒店集團" held by
Account	Regal Hotels International Limited which enables the
	Members to access and use the Program on the
	downloadable mobile application "WeChat", including,
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without limitation, the iPhone and Android versions thereof

- 94. Unless the context otherwise requires:
- (a) words and expressions in the singular include the plural and vice versa;
- (b) words importing any gender include all genders;
- (c) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (d) references to "including" or "includes" shall mean "including, without limitation" or "includes, without limitation".
- 95. A reference to a statute or statutory provision shall be construed as a reference:
- (a) to that statute or provision as from time to time amended, modified, supplemented or re-enacted, and succeeding statutes and/or provisions;
- (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) to any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

Enquiry Email: regalclub@regalhotel.com

Enquiry Hotline: (852)2894 7788

Last Updated: 29/04/2024

## **Terms & Conditions of Regal Club Program**

「富豪薈」指涵蓋富豪酒店國際有限公司("我們")旗下的綜合會員獎賞計劃。

此計劃為會員提供透過涵蓋參與之商戶以賺取積分及兌換獎賞。

這些條款及細則界定我們與會員之間的合同關係。應仔細閱讀條款和條件,特別是因為它們包括有利於我們及其參與商戶的責任限制和排除。

這些條款中,除非文義另有所指,否則所有大寫詞彙均應具有標題為"定義"的部分中規定的含義。

# 一般條款及細則

- 1. 「富豪薈」由富豪國際酒店集團提供,管理及營運。
- 富豪國際酒店集團有全權決定有關會籍之申請及資格。富豪國際酒店集團可接受或拒絕任何申請,無需任何理由或解釋。
- 3. 註冊成為本計劃會員並成功啟動將被視為會員接受本條款及細則, 即代表接受富豪國際酒店集團及參與商戶之條款及細則。
- 4. 註冊成為本計劃會員並成功啟動將被視為會員接受本條款及細則, 即代表接受富豪國際酒店集團及參與商戶之條款及細則。
- 5. 富豪酒店國際集團保留修訂或修改本計劃、其結構、優惠、兌換要求、其他功能、本條款及細則、應用程式的權利;與微信官方帳戶的連結,或隨時自行決定終止本計畫,恕不另行通知。會員有責任及時瞭解本計劃的最新資訊,包括這些條款和條件。會員註冊任何積分將被視為接受所有相關的修訂和修改。富豪酒店國際集團對因本計劃或本條款及細則的任何修訂或修改而引致的任何損失或損害概不負責。
- 6. 會員有責任確保其手機應用程式密碼和相關電子郵件地址之安全性。若會員的密碼被洩露,不論是否有意容許第三方進入會員帳戶進行交易,富豪酒店國際集團及參與商戶概不負責。富豪酒店國際集團保留因未經授權之使用而終止任何會員帳戶的權利。
- 7. 富豪酒店國際集團保留隨時調查或審核會員帳戶的權利,恕不另行通知,以 確保遵守本條款及細則;任何參與商戶的條款及細則;以及任何其他適用的規

則、法規或條款和條件。在調查或審計過程中,會員的帳戶將被暫時停止,並 且不允許會員查閱其帳戶或進行任何交易。

- 8. 禁止出售或交換積分、獎賞、會員禮遇或其他計劃優惠,否則將導致所有積分、獎賞、會員禮遇或其他優惠被沒收,並取消會籍。違反者須對富豪酒店國際集團及/或參與商戶蒙受或招致的損害負責。
- 9. 世紀城市國際控股有限公司及其聯營公司的員工(及其家屬)不合資格參加或參與本計劃。
- 10. 如對此會員獎賞計劃有任何疑問,可透過以下聯絡方法向客戶服務部查詢:電郵至 regalclub@regalhotel.com (請列出會員姓名、 註冊之手提電話號碼及電郵地址).

致電 (852) 2894 7788

(辦公時間: 星期一至五:上午9時30分至下午1時,及下午2時30分至6時,公眾假期除外)

11. 如本條款及細則的中英文版本與相關時間生效的任何其他適用條款及細則 之間存在任何差異或不一致,應以英文版本為準。

# 富豪薈之會籍

- 12. 顧客必須於指定之手機應用程式(下稱「手機應用程式」)/微信官方帳號(下稱「微信官方帳號」)輸入所需資料以註冊成為會員。
- 13. 會籍的登記姓名必須與申請人在其個人身份證明文件(例如香港身份證或護照)上的姓名相同,亦須與賺取積分而出示的電子付款單上的付款人姓名相同。富豪酒店國際集團可要求申請人或會員向富豪酒店國際集團提供其個人身份證明文件以供核實。
- 14. 會員必須年滿 18 歲。每位會員承認並同意,其須滿足上述年齡要求,才能 合法地受益於本計劃的會員資格。
- 15. 註冊會員時必須提交正確有效的電子郵件地址和手機號碼。會員必須是註冊電子郵件地址和手機號碼的合法擁有者。如富豪國際酒店集團接受會籍登記,富豪國際酒店集團將向新會員發送電郵,以在手機應用程式上啟動會籍帳戶。客戶只有在成功啟動其會員帳戶後才能成為本計劃的會員。如發現任何會員使用非其合法擁有的電郵地址或手機號碼進行登記,富豪酒店國際集團有權立即並毋需事先通知(i)暫停或終止該等手機應用程式的會籍及/或會籍帳戶:

- (ii) 取消會員帳戶內的所有積分及/或任何已兌換但未使用或無人認領的獎賞 (如適用);及/或 (iii) 取消會員進一步兌換獎賞或享受會員禮遇的權利。
- 16. 富豪國際酒店集團對任何未送達的短訊、推送通知或電子郵件概不負責。
- 17. 會員必須確保向富豪國際酒店集團提交註冊會員的資料真實、準確、完整,在所有方面均無誤導性,且沒有任何欺詐成份。
- 18. 每個人在任何時間只能擁有一(1) 個會員帳戶。不接受同一個人或多個會籍的重複註冊。富豪酒店國際集團有權立即並毋須事先通知(i) 暫停或終止該等手機應用程式的會籍及/或會籍帳戶;(ii) 取消會員帳戶內的所有積分及/或任何已兌換但未使用或無人認領的獎賞(如適用);及/或(iii) 取消會員進一步兌換獎賞或享受會員禮遇的權利。
- 19. 如會員欲更改其登記的電郵位址或手機號碼,會員必須自行通知客戶服務 團隊或更改手機應用程式內的資料。
- 20. 會籍及積分不可轉讓,僅供會員使用。濫用會籍、積分、獎賞、會員禮遇或其他計劃優惠,包括但不限於欺詐和不當行為,可能導致暫停或終止手機應用程式的會籍及/或會籍帳戶、取消會籍帳戶中的所有積分及/或任何已兌換但未使用或無人認領的獎賞(如適用);及/或(iii)取消會員進一步兌換獎賞或享受會員禮遇的權利。
- 21. 會員可透過電郵聯絡我們的客戶服務部或於手機應用程式刪除其會籍帳戶,以終止其會籍,屆時任何未結清的積分及任何已兌換但未使用或無人認領的獎賞將被取消。一般情況下,我們會在核實會員身份30天內完成會員帳戶終止的驗證和處理。
- 22. 如果富豪國際酒店集團認為會員有任何不恰當行為或欺詐行為、濫用任何 積分或獎賞或任何其他計劃優惠,和/或未能遵守此等條款及細則,富豪國際酒 店集團可終止會員的會籍、會員使用其會員帳戶的權利,以及會員對本計劃服 務、設施和優惠的使用,恕不另行通知。在此情況下, 富豪國際酒店集團可取 消會員帳戶內的所有積分及/或任何已兌換但未使用或無人認領的獎賞(如適 用)及/或取消會員進一步兌換獎賞或享受會員禮遇的權利。
- 23. 富豪國際酒店集團亦可全權酌情終止會員的會籍,並在此情況下可在合理可行的範圍內盡可能事先通知會員。通知期屆滿后,所有未使用的積分也將被取消。富豪國際酒店集團亦可暫停或終止會員可能享有的任何其他優惠的權利。

- 24. 因任何原因終止會籍,將不影響富豪國際酒店集團、其參與商戶及會員於 終止當日的累積權利和補償。
- **25**. 會員去世後,會員帳戶將被關閉, 所有未結清的積分以及帳戶中任何未使 用的禮遇將被取消。
- 26. 如會員以欺詐方式為自己或他人兌換任何獎賞,則會員須向富豪國際酒店 集團或其相關參與商戶承擔獎賞或其他商品或服務的全數價值,以及富豪國際 酒店集團或其相關參與商戶因此招致或蒙受的所有費用及損害。

## 會籍之級別

- 27. 該計劃的會員設定為五個級別。
- 28. 會員在註冊會員後將獲得第 4 級會員資格。 在會員於會籍年期內達至所需之消費額的前提下,會員可以升級至另一個級別,或延續當時的級別:

會籍級別	升級之所需之累積消費 (會籍期內 12 個月)	續級之所需之累積消費 (會籍期內 12 個月)
級別 0 – VIP	(特選邀請)	不適用
級別1- 鑽石	港幣 50,000 元	港幣 40,000 元
級別2-綠寶石	港幣 20,000 元	港幣 16,000 元
級別3-藍寶石	港幣 5,000 元	港幣 4,000 元
級別4-黃寶石	不適用	不適用

- 29. 會籍年期自 (i) 會員帳戶啟動日或 (ii) 升級、續級或降級日(以後者為準)起 12 個月。
- 30. 會員在會籍年期內達到合資格消費條件後將升級至下一個級別,而會員帳戶內的積分有效期將保持不變。
- 31. 會員升級後,可在下次消費時享受升級級別的優惠和禮遇,而會員等級的延續或降級將在會籍之有效期後處理。
- 32. 富豪國際酒店集團有權隨時對會員等級的升級、續期或降級作出或施加任何 調整、約束或限制,恕不另行通知。

# 賺取會員積分

- 33. 會員於合資格交易中每消費港幣 1 元可賺取 5 個積分。合資格交易的最低簽 賬金額必須至少為港幣 1 元。
- 34. 會員可透過合資格電子交易賺取積分,並須遵循以下指定賺取方法:

向參與商戶出示手機應用程式以賺取積分:

- a. 會員為合資格電子交易付款時,可向參與商戶出示手機應用程式以賺取積分,積分之面額將自動添加到會員帳戶中(適用於富豪酒店、麗豪航天城酒店、We Go Mall 之參與餐廳)
- b. 透過手機應用程式上載合資格電子交易收據 (適用於富豪網上商店):
- i. 會員可於收據日期起計 30 天內,點擊「上傳收據」,並在手機應用程式上載 參與商戶的機印收據及相應的電子付款單據 (須顯示會員的付款金額及會員姓 名),以賺取積分。
- ii. 會員每次只能上載一張參與商戶的機印收據及其相應的電子付款單據。
- iii. 多張收據、任何缺少收據、或重覆提交之收據,將不被接受。
- vi. 在一般情況下, 富豪國際酒店集團將在 10 個工作天內審核所上載的收據及付款單據。會員應保留收據及付款單據正本。
- v. 富豪國際酒店集團保留在以下情況下扣留或拒絕將任何積分計入會員帳戶的權利: 收據有瑕疵或不清楚、會員已賺取積分的收據、合資格電子交易以外的交易收據, 或上傳日期前 30 天以上的收據。
- vi. 如該收據及付款單據獲批核,相應金額的積分將自動存入會員帳戶。
- 35. 每個會員帳戶之每天的賺取積分數量沒有上限。
- 36. 於 1 月 1 日至 6 月 30 日期間賺取的積分將於下一年的 6 月 30 日到期。於 7 月 1 日至 12 月 31 日期間賺取的積分將於下一年的 12 月 31 日到期。過期的積分將不可續期,並將自動取消。對於會員使用其積分或其任何部分兌換任何獎賞之交易,該會員帳戶中有效期最早的積分將被視為優先使用。
- 37. 合資格電子交易的實際消費金額將計入該交易可賺取的積分數值。為免生疑問,在合資格電子交易中,任何因折扣、使用現金券、促銷優惠券或促銷代碼而減少的金額均不可賺取積分。

- 38. 如會員想取消已賺取積分的合資格電子交易並獲得退款,會員必須 (i) 通知客戶服務部,以安排取消會員在該交易中賺取的所有積分,以及 (ii) 如果獎賞已使用任何積分兌換, 在參與商戶退款之前, 須退還或支付使用該積分兌換的任何獎賞下所有商品或服務之全部金額。
- 39. 任何用於支付合資格電子交易的信用卡、 扣帳卡或其他設施上顯示的姓名 必須與會員的姓名相同。富豪國際酒店集團保留以下權利: (i) 要求會員出示 其正式身份證明文件、收據或付款單正本,以及用於付款的信用卡、扣帳卡或 其他設施以進行驗證,以及(ii) 在會員未能出示任何該等文件或資料的情况下,扣留或拒絕將任何積分存入會員帳戶。
- 40. 一旦積分計入會員帳戶,會員的帳戶將通過推送通知向手機應用程式發送 狀態更新(若該手機應用程式的推送通知被啟用)。會員亦可於手機應用程式 的「積分紀錄」下查看狀態。
- 41. 富豪國際酒店集團就會員帳戶內任何數量的積分所作的所有記錄或決定均 為最終及具定性,並對相關會員具有約束力。富豪國際酒店集團不會受理或接 受任何遺失積分的索償。
- **42.** 積分沒有現金價值,不可兌換現金。積分不得出售、購買、轉讓或轉移給任何其他會員或第三方。
- 43. 富豪國際酒店集團不接受將參與商戶發放或提供的任何獎勵積分、積分、 優惠兌換為此獎賞計劃之積分。
- 44. 如富豪國際酒店集團向會員帳戶存入適用的積分時出現錯誤,富豪國際酒店集團之唯一責任為向會員提供正確數量的積分。
- 45. 富豪酒店國際集團保留隨時調整或取消任何因會員賬戶錯誤、不符合或違 反本條款及細則而存入的積分的權利,恕不另行通知會員。如果會員使用任何 錯誤地記入其帳戶的積分,富豪酒店國際集團有權就會員使用該等積分而招致 或與之相關的任何損失、損害或費用提出索賠。
- 46. 在任何情況下,因手機應用程式、微信官方帳戶的系統操作錯誤或故障、網路連接問題、系統故障、電話信號接收不良或被第三方應用程式阻止或其他原因導致會員未能賺取或使用積分,富豪酒店國際集團均不承擔任何責任。
- 47. 如因賺取任何積分而引起或與之相關的任何爭議, 富豪酒店國際集團及參 與商戶保留最終決定權。

**48.** 富豪酒店國際集團有權隨時對賺取或使用積分作出或施加任何調整、約束或限制, 恕不另行通知。

# 獎賞兌換及會員禮遇

- 49. 會員可以通過手機應用程式使用所需的積分兌換所需的獎勵。提交兌換申請後,相應的積分將立即從會員帳戶中扣除。本計劃並不允許取消兌換請求或退還任何扣除的積分。如積分餘額不足或因任何其他原因未獲接納,兌換申請將被拒絕。
- 50. 會員須在相關參與商戶親自指定的地點及期限內領取或使用已兌換的獎賞,否則獎賞將自動作廢,兌換申請不得取消或退還任何扣除的積分。
- 51. 會員須在相關參與商戶親自指定的地點及期限內領取或使用已兌換的獎賞,否則獎賞將自動作廢,兌換申請不得取消或退還任何扣除的積分。
- 52. 會員特此理解並接受,所有禮遇和獎賞均限量提供,先到先得,如獎賞因庫存有限或類似原因而無法兌換,富豪酒店國際集團及其參與商戶將不對會員未能兌換任何獎賞負責。
- 53. 富豪酒店國際集團有權不時更改兌換任何獎賞所需的積分金額。
- 54. 會員可於參與商戶出示電子會員卡,以享全年商戶之禮遇或折扣。
- 55. 除非另有指明,會籍優惠及折扣不可與其他優惠同時使用,包括但不限於其他限時折扣、優惠券、信用卡優惠及免費泊車。
- 56. 如因使用積分、兌換任何獎賞、享有任何會員禮遇以及其下提供的任何商品或服務而引起或與之相關的爭議,富豪酒店國際集團及其參與商戶擁有最終決定權。
- 57. 餐飲折扣只限堂食消費,不適用於限定日期及富豪酒店特定日子; 詳情可瀏 覽酒店官方網頁。
- 58. 堂食及於廳房用膳消費可享之折扣適用於最多達 18 位之消費,並只按比例計算。
- 59. 廳房用膳之消費額須達最低消費額方可享折扣優惠。
- 60. 宴會及婚宴之消費最高可獲不多於以港幣 100,000 元計算之 Regal Dollar。

61. 會員於啟動手機應用程式帳戶後,可於下次直接預訂(酒店網頁)富豪酒店之住宿享延遲退房服務。優惠視乎酒店供應情況而定,並只適用於香港之富豪酒店、麗豪航天城酒店及富薈酒店。

#### 商品和服務的保證、責任的排除及限制

- 62. 一旦提出兌換獎賞的要求,該兌換將被視為最終的,會員不能修改或取消, 並且從會員帳戶中扣除的積分將不可逆轉且不可退款。
- 63. 手機應用程式或微信官方帳戶上出現的所有照片和描述僅供參考,實際商品或服務可能會有所不同。 在法律允許的最大範圍內,如參與商戶提供的有關任何獎賞或會員在手機應用程式上的禮遇的資訊和任何其他內容不完整、正確、準確或沒有錯誤,富豪酒店國際集團概不負責。
- **64.** 每位會員聲明並保證,兌換的獎賞和會員的禮遇僅供其個人使用,不得用 於轉售目的。
- 65. 獎賞及會員禮遇不可兌換其他獎賞、會員禮遇或現金。
- 66. 按參與商戶之決定,獎賞及禮遇之有效期可能不同。除非另有明確規定,否則會員獎賞及禮遇之有效期以香港時間為準。部分參與商戶可能會對兌換(如適用)、使用或收取獎賞或會員禮遇的時間施加限制期。獎賞或會員禮遇如在有效期內未使用,將會失效。
- 67. 富豪酒店國際集團及其參與商戶不會對任何會員因本計劃所引起或與之相關的任何直接、間接或後果性損失、損害或任何種類的費用負責(包括但不限於提供任何商品或服務、提供或拒絕提供任何優惠、 禮遇或獎賞、富豪酒店國際集團及/或其參與商戶拒絕允許任何會員使用任何積分兌換任何特定獎賞),不論該等損失、損害或費用是否因疏忽或其他原因造成,以及富豪酒店國際集團及/或其參與商戶是否對引起索賠的情況有任何控制權。
- 68. 在法律允許的最大範圍內,富豪酒店國際集團及其參與商戶、其各自的員工、關聯公司、代理商、供應商和合作夥伴組織在此排除其於本條款及細則,法例或其他訂明或暗示的責任。
- 69. 在不影響前述任何條文的情況下, 富豪酒店國際集團及其參與商戶就本計劃下的作為或不作為引起的任何索賠承擔的合同、侵權或其他責任(如有)應限於與該事件相關而重新記入會員使用的積分價值。

- 70. 會員特此被視為已閱讀、理解及同意本條款及細則,並確認其未依賴富豪 酒店國際集團及/或其參與商戶作出的任何聲明、陳述、保證或擔保,並應放棄 其對富豪酒店國際集團及/或其參與商戶的所有權利(如有)。
- 71. 所有獎賞及會員禮遇均視供應情況而定,富豪酒店國際集團及/或其參與商戶可隨時撤回、限制、修改、取消或增加該等獎賞及會員禮遇的可用性,恕不另行通知。
- 72. 富豪酒店國際集團不會就任何參與商戶未能提供任何產品及服務而引致的任何損失承擔任何責任。
- 73. 富豪國際酒店集團對以下事項不承擔任何責任:
- (a) 富豪酒店國際集團及/或任何參與商戶拒絕會員兌換獎賞或享用任何會員 禮遇:
- (b) 未有供應任何獎賞或會員禮遇;
- (c) 拒絕富豪酒店國際集團及/或任何參與商戶更換或更改任何獎賞、會員禮 遇或其補償。
- 74. 如會員使用參與商戶提供的商品或服務,則該等參與商戶的條款及細則將 適用,富豪酒店國際集團對由此產生的任何損失、損害或費用概不負責。
- 75. 在適用法律允許的範圍內,富豪酒店國際集團不就以下方面承擔任何責任: (i)任何與商品相關的獎賞或會員禮遇的品質、適銷性或適用性,以及(ii)任何與服務相關的獎賞或會員禮遇的品質。富豪酒店國際集團不保證任何與服務相關的獎賞或會員禮遇將以合理的關顧及和技巧提供。
- 76. 富豪酒店國際集團對參與商戶以兌換獎賞或會員禮遇提供的任何商品或服務的任何保證概不負責。會員如對產品有任何疑問或爭議,請直接聯絡相關參與商戶或供應商。
- 77. 為免生疑,本條款及細則中的任何內容均不排除因疏忽造成的死亡或人身傷害的責任。

#### 私隱聲明

78. 富豪酒店國際有限公司將根據《個人資料(私隱)條例》(香港法例第 486 章)及其資料私隱政策聲明處理所有個人資料,可參閱以下:

https://www.regalhotel.com/mobile/regal-hotels-international/en/other/privacy-vow.html

79. 手機應用程式的使用受上述的適用條款及細則及上述第77條的資料私隱政策聲明規管。

# 會員使用手機應用程式的保證

- 80. 會員在註冊入會時應承諾如下:
- (a) 會員應遵守有關使用手機應用程式的所有適用法律、法例、條例和規例。(b) 會員只能將手機應用程式用於合法目的,並且使用手機應用程式時不會侵犯任何第三方的權利。

## 雜項

- 81. 富豪國際酒店集團有權轉讓、讓與、收費、分包或以其他方式處置本條款 及細則及本計劃下的任何權利或義務,其條款及細則由富豪國際酒店集團全權 酌情決定,隨時毋須事先通知會員。
- 82. 富豪國際酒店集團有權隨時修改、暫停及終止本計劃,恕不另行通知、理由或賠償。富豪國際酒店對任何一方在任何情況下因此而造成的任何損失或損害概不負責。
- 83. 會員可能會因使用積分而承擔納稅義務或披露責任。富豪酒店國際有限公司保留應稅務機關的要求向任何稅務機關提供會員帳戶中任何積分的全部詳情的權利。富豪國際酒店集團不承擔以這種方式與稅務機關合作的所有責任。
- 84. 積分及其所有擁有權和財產權始終歸富豪國際酒店集團所有,絕不會轉移 給會員。
- 85. 富豪國際酒店集團未能執行本協定中的特定條款並不構成對該條款的放棄。
- 86. 根據《合約(第三者權利)條例》(香港法例第 623 章),本條款及細則的各方無意根據《合約(第三者權利)條例》的規定,由非本條款及細則一方的任何實體或人士強制執行或享有本條款及細則的任何條款。撤銷或更改這些條款和條件不需要任何非這些條款和條件一方的實體或個人的同意。
- 87. 富豪薈會籍、會員禮遇以及積分的賺取和兌換均受所有適用的當地法律和 法規的約束。會員禮遇及獎勵均出於善意提供,但是,上述專案包括禮遇及獎 勵可能因適用於香港的法律或法規或會員所在司法管轄區的適用法律或法規被 禁止或限制而無法提供。如果本計畫規則的任何內容被認定為不合法或不可執

- 行,則在該類司法管轄區內,該部分內容將被視為已從本計畫規則中刪除,但 其餘條款仍保持有效。
- **88.** 積分不可以任何方式轉讓,亦不得依法遺贈、贈與或以其他法律的方式施 行轉讓。
- 89. 如果這些條款及細則的任何規定被任何有管轄權的法院或行政機構認定為 無效或不可執行,則該無效或不可執行的條文不應影響這些條款及細則的其他 條文。不受此類無效或不可執行性影響的所有條款應保持完全有效。
- 90. 本條款及細則構成富豪酒店國際集團及會員就本計劃達成的完整協定及諒解,並取代其先前就本條款及細則達成的所有書面或口頭陳述、協定或諒解(包括富豪國際酒店集團作出的任何失實陳述),但一方為誘使另一方訂立本條款及細則而作出的任何欺詐性失實陳述除外。
- 91. 富豪酒店國際集團就此等條款及細則擁有解釋權,其解釋權為最終解釋權,對所有相關方均有約束力。

#### 適用法律和管轄權

92. 本條款及細則受香港法律管轄,並應按香港法律解釋。

通過註冊成為本計劃的會員資格,每位會員不可撤銷地服從香港法院的專屬管轄權,以處理因本條款及細則或註冊會員資格或參與本計劃而引起或與之相關的任何爭議。

#### 定義

93. 在本條款及細則中,下列詞彙應具有以下含義:

客戶服務部	富豪酒店國際集團之客戶服務部
合資格電子交易	在遵守富豪酒店國際集團或其參與商戶可能不時施加 的任何限制的前提下,會員與參與商戶之間就任何商 品或服務的購買進行的交易,其付款由該會員以電子 方式進行。
欺詐	欺詐、不誠實和欺騙,包括但不限於: (a) 提供虛假文件或資訊;

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	(b) 故意提供不正確的資料以獲取積分;
	(c) 更改文件以獲積分;
	(d) 出售、交換和/或購買積分,包括
	試圖通過基於互聯網的銷售或拍賣出售或轉讓積分;或
	(e) 故意從其他會員或個人的欺詐或不當行為中獲 益
會員	富豪酒店國際集團認可為本計劃會員的任何人士,以 及「會籍」一詞應據此解釋
	錯失和不當行為,包括但不限於:
	(a) 註冊重複會員資格;
	(b) 未能遵守本條款及細則及/或參與商戶的條款及細則(經不時修訂);
不當行為	(c) 與富豪酒店國際集團的員工或任何參與商戶的 員工作出不當行為;
	(d) 使用任何手機應用程式或微信官方帳戶登入或相關管道、網站或應用程式時的不當行為;或
	(e) 試圖通過欺詐手段獲取積分及/或獎賞及/或會員禮遇
手機應用程式	由富豪酒店國際有限公司提供之「富豪薈」的可下載手機應用程式,使會員能夠使用本計劃,包括但不限於 iPhone 和 Android
	任何從事提供貨品或服務業務的公司,並已與富豪酒店國際集團安排向其會員提供任何兌換獎賞的貨品或
<b>参與商戶</b>	服務。參與商戶的完整名單載於手機應用程式及微信 官方帳戶,富豪酒店國際集團可不時更改及更新,恕 不另行通知
	1 /411 45/14

積分	透過本計劃賺取之積分,在合資格交易中每消費港幣 1 元可賺取 5 個積分
獎賞	富豪國際酒店集團及其參與商戶不時提供或將要提供以積分兌換的任何商品或服務
微信官方帳戶	由富豪酒店國際有限公司持有的名為「富豪酒店集團」的官方帳戶,使會員可在可下載的手機應用程式"微信"以使用本計劃,包括但不限於 iPhone 和Android 版本

## 94. 除非文義另有所指:-

- (a) 單數的詞語和詞彙包括複數,反之亦然;
- (b) 表示任何性別的詞語包括所有性別;
- (c) 被稱為「特別法」的規則不適用,因此,「其他」一詞所引入的一般詞語不應因其前面有表示某一類行為、事項或事物的詞語而具有限制性含義;
- (d) 提及"包括"或"包括"系指"包括但不限於"。

## 95. 對法例或法律條文的提述應解釋為對下列的提述:

- (a) 不時修訂、修改、補充或重新制定的法規或規定,以及隨後的法規和/或 規定;
- (b) 其重新制定的任何已廢除的法規或法定條款(無論是否修改);和
- (c) 根據相關法例或法定條文制定的任何命令、規例、文書或其他附屬條例

經電郵查詢: regalclub@regalhotel.com

經電話查詢: (852)2894 7788

更新日期: 29/04/2024

#### **Terms & Conditions of Regal Club Program**

「富豪荟」指涵盖富豪酒店国际有限公司("我们")旗下的综合会员奖赏计划。

此计划为会员提供透过涵盖参与之商户以赚取积分及兑换奖赏。

这些条款及细则界定我们与会员之间的合同关系。应仔细阅读条款和条件,特别是因为它们包括有利于我们及其参与商户的责任限制和排除。

这些条款中,除非文义另有所指,否则所有大写词汇均应具有标题为"定义"的 部分中规定的含义。

# 一般条款及细则

- 1. 「富豪荟」由富豪国际酒店集团提供,管理及营运。
- 2. 富豪国际酒店集团有全权决定有关会籍之申请及资格。富豪国际酒店集团可接受或拒绝任何申请,无需任何理由或解释。
- 3. 注册成为本计划会员并成功启动将被视为会员接受本条款及细则, 即代表接受富豪国际酒店集团及参与商户之条款及细则。
- 4. 注册成为本计划会员并成功启动将被视为会员接受本条款及细则, 即代表接受富豪国际酒店集团及参与商户之条款及细则。
- 5. 富豪酒店国际集团保留修订或修改本计划、其结构、优惠、兑换要求、其他功能、本条款及细则、应用程序的权利;与微信官方账户的连结,或随时自行决定终止本计划,恕不另行通知。会员有责任及时了解本计划的最新信息,包括这些条款和条件。会员注册任何积分将被视为接受所有相关的修订和修改。富豪酒店国际集团对因本计划或本条款及细则的任何修订或修改而引致的任何损失或损害概不负责。
- 6. 会员有责任确保其手机应用程序密码和相关电子邮件地址之安全性。若会员的密码被泄露,不论是否有意容许第三方进入会员帐户进行交易,富豪酒店国际集团及参与商户概不负责。富豪酒店国际集团保留因未经授权之使用而终止任何会员账户的权利。

- 7. 富豪酒店国际集团保留随时调查或审核会员账户的权利,恕不另行通知,以确保遵守本条款及细则;任何参与商户的条款及细则;以及任何其他适用的规则、法规或条款和条件。在调查或审计过程中,会员的账户将被暂时停止,并且不允许会员查阅其帐户或进行任何交易。
- 8. 禁止出售或交换积分、奖赏、会员礼遇或其他计划优惠,否则将导致所有积分、奖赏、会员礼遇或其他优惠被没收,并取消会籍。违反者须对富豪酒店国际集团及/或参与商户蒙受或招致的损害负责。
- 9. 世纪城市国际控股有限公司及其联营公司的员工(及其家属)不合资格参加或参与本计划。
- 10. 如对此会员奖赏计划有任何疑问,可透过以下联络方法向客户服务部查询:电邮至 <u>regalclub@regalhotel.com</u> (请列出会员姓名、 注册之手提电话号码及电邮地址).

致电 (852) 2894 7788

(办公时间: 星期一至五:上午9时30分至下午1时,及下午2时30分至6时,公众假期除外)

11. 如本条款及细则的中英文版本与相关时间生效的任何其他适用条款及细则 之间存在任何差异或不一致,应以英文版本为准。

## 富豪荟之会籍

- 12. 顾客必须于指定之手机应用程序(下称「手机应用程序」)/微信官方账号(下称「微信官方账号」)输入所需数据以注册成为会员。
- 13. 会籍的登记姓名必须与申请人在其个人身份证明文件(例如香港身份证或护照)上的姓名相同,亦须与赚取积分而出示的电子付款单上的付款人姓名相同。富豪酒店国际集团可要求申请人或会员向富豪酒店国际集团提供其个人身份证明文件以供核实。
- 14. 会员必须年满 18 岁。每位会员承认并同意,其须满足上述年龄要求,才能合法地受益于本计划的会员资格。
- 15.注册会员时必须提交正确有效的电子邮件地址和手机号码。会员必须是注册电子邮件地址和手机号码的合法拥有者。如富豪国际酒店集团接受会籍登记,富豪国际酒店集团将向新会员发送电邮,以在手机应用程序上启动会籍帐户。客户只有在成功启动其会员账户后才能成为本计划的会员。如发现任何会员使用非其合法拥有的电邮地址或手机号码进行登记,富豪酒店国际集团有权立即

并毋需事先通知(i)暂停或终止该等手机应用程序的会籍及/或会籍账户;(ii)取消会员账户内的所有积分及/或任何已兑换但未使用或无人认领的奖赏(如适用);及/或(iii)取消会员进一步兑换奖赏或享受会员礼遇的权利。

- 16. 富豪国际酒店集团对任何未送达的短讯、推送通知或电子邮件概不负责。
- 17. 会员必须确保向富豪国际酒店集团提交注册会员的数据真实、准确、完整,在所有方面均无误导性,且没有任何欺诈成份。
- 18. 每个人在任何时间只能拥有一(1)个会员账户。不接受同一个人或多个会籍的重复注册。富豪酒店国际集团有权立即并毋须事先通知(i)暂停或终止该等手机应用程序的会籍及/或会籍账户;(ii) 取消会员账户内的所有积分及/或任何已兑换但未使用或无人认领的奖赏(如适用); 及/或(iii) 取消会员进一步兑换奖赏或享受会员礼遇的权利。
- 19. 如会员欲更改其登记的电邮地址或手机号码,会员必须自行通知客户服务团队或更改手机应用程序内的数据。
- 20. 会籍及积分不可转让,仅供会员使用。滥用会籍、积分、奖赏、会员礼遇或其他计划优惠,包括但不限于欺诈和不当行为,可能导致暂停或终止手机应用程序的会籍及/或会籍账户、取消会籍账户中的所有积分及/或任何已兑换但未使用或无人认领的奖赏(如适用);及/或(iii)取消会员进一步兑换奖赏或享受会员礼遇的权利。
- 21. 会员可透过电邮联络我们的客户服务部或于手机应用程序删除其会籍帐户,以终止其会籍,届时任何未结清的积分及任何已兑换但未使用或无人认领的奖赏将被取消。一般情况下,我们会在核实会员身份30天内完成会员账户终止的验证和处理。
- 22. 如果富豪国际酒店集团认为会员有任何不恰当行为或欺诈行为、滥用任何积分或奖赏或任何其他计划优惠,和/或未能遵守此等条款及细则,富豪国际酒店集团可终止会员的会籍、会员使用其会员账户的权利,以及会员对本计划服务、设施和优惠的使用,恕不另行通知。在此情况下, 富豪国际酒店集团可取消会员账户内的所有积分及/或任何已兑换但未使用或无人认领的奖赏(如适用)及/或取消会员进一步兑换奖赏或享受会员礼遇的权利。
- 23. 富豪国际酒店集团亦可全权酌情终止会员的会籍,并在此情况下可在合理可行的范围内尽可能事先通知会员。通知期届满后,所有未使用的积分也将被取消。富豪国际酒店集团亦可暂停或终止会员可能享有的任何其他优惠的权利。

- 24. 因任何原因终止会籍,将不影响富豪国际酒店集团、其参与商户及会员于终止当日的累积权利和补偿。
- **25**. 会员去世后,会员账户将被关闭, 所有未结清的积分以及账户中任何未使 用的礼遇将被取消。
- 26. 如会员以欺诈方式为自己或他人兑换任何奖赏,则会员须向富豪国际酒店集团或其相关参与商户承担奖赏或其他商品或服务的全数价值,以及富豪国际酒店集团或其相关参与商户因此招致或蒙受的所有费用及损害。

# 会籍之级别

- 27. 该计划的会员设定为五个级别。
- 28. 会员在注册会员后将获得第 4 级会员资格。 在会员于会籍年期内达至所需 之消费额的前提下,会员可以升级至另一个级别,或延续当时的级别:

会籍级别	升级之所需之累积消费 (会籍期内 12 个月)	续级之所需之累积消费 (会籍期内 12 个月)
级别 0 – VIP	(特选邀请)	不适用
级别 1 - 钻石	港币 50,000 元	港币 40,000 元
级别 2 - 绿宝石	港币 20,000 元	港币 16,000 元
级别 3 - 蓝宝石	港币 5,000 元	港币 4,000 元
级别 4 - 黄宝石	不适用	不适用

- 29. 会籍年期自 (i) 会员账户启动日或 (ii) 升级、续级或降级日(以后者为准)起 12 个月。
- 30. 会员在会籍年期内达到合资格消费条件后将升级至下一个级别,而会员账户内的积分有效期将保持不变。
- 31. 会员升级后,可在下次消费时享受升级级别的优惠和礼遇,而会员等级的延续或降级将在会籍之有效期后处理。
- 32. 富豪国际酒店集团有权随时对会员等级的升级、续期或降级作出或施加任何调整、约束或限制,恕不另行通知。

# 赚取会员积分

- 33. 会员于合资格交易中每消费港币 1 元可赚取 5 个积分。合资格交易的最低签账金额必须至少为港币 1 元。
- 34. 会员可透过合资格电子交易赚取积分,并须遵循以下指定赚取方法:

向参与商户出示手机应用程序以赚取积分:

- a. 会员为合资格电子交易付款时,可向参与商户出示手机应用程序以赚取积分,积分之面额将自动添加到会员账户中(适用于富豪酒店、丽豪航天城酒店、We Go Mall 之参与餐厅)
- b. 透过手机应用程序上载合资格电子交易收据(适用于富豪网上商店):
- i. 会员可于收据日期起计 30 天内,点击「上传收据」,并在手机应用程序上载参与商户的机印收据及相应的电子付款单据 (须显示会员的付款金额及会员姓名),以赚取积分。
- ii. 会员每次只能上载一张参与商户的机印收据及其相应的电子付款单据。
- iii. 多张收据、任何缺少收据、或重复提交之收据,将不被接受。
- vi. 在一般情况下, 富豪国际酒店集团将在 10 个工作天内审核所上载的收据及付款单据。会员应保留收据及付款单据正本。
- v. 富豪国际酒店集团保留在以下情况下扣留或拒绝将任何积分计入会员账户的权利: 收据有瑕疵或不清楚、会员已赚取积分的收据、合资格电子交易以外的交易收据, 或上传日期前 30 天以上的收据。
- vi. 如该收据及付款单据获批核,相应金额的积分将自动存入会员账户。
- 35.每个会员账户之每天的赚取积分数量没有上限。
- 36. 于 1 月 1 日至 6 月 30 日期间赚取的积分将于下一年的 6 月 30 日到期。 于 7 月 1 日至 12 月 31 日期间赚取的积分将于下一年的 12 月 31 日到期。 过期的积分将不可续期,并将自动取消。对于会员使用其积分或其任何部分兑 换任何奖赏之交易,该会员帐户中有效期最早的积分将被视为优先使用。
- 37. 合资格电子交易的实际消费金额将计入该交易可赚取的积分数值。为免生疑问,在合资格电子交易中,任何因折扣、使用现金券、促销优惠券或促销代码而减少的金额均不可赚取积分。

- 38. 如会员想取消已赚取积分的合资格电子交易并获得退款,会员必须 (i) 通知客户服务部,以安排取消会员在该交易中赚取的所有积分,以及 (ii) 如果奖赏已使用任何积分兑换, 在参与商户退款之前, 须退还或支付使用该积分兑换的任何奖赏下所有商品或服务之全部金额。
- 39. 任何用于支付合资格电子交易的信用卡、 扣帐卡或其他设施上显示的姓名 必须与会员的姓名相同。富豪国际酒店集团保留以下权利: (i) 要求会员出示 其正式身份证明文件、收据或付款单正本,以及用于付款的信用卡、扣帐卡或 其他设施以进行验证,以及(ii) 在会员未能出示任何该等文件或数据的情况下,扣留或拒绝将任何积分存入会员账户。
- 40. 一旦积分计入会员账户,会员的账户将通过推送通知向手机应用程序发送 状态更新(若该手机应用程序的推送通知被启用)。会员亦可于手机应用程序 的「积分纪录」下查看状态。
- 41. 富豪国际酒店集团就会员账户内任何数量的积分所作的所有记录或决定均为最终及具定性,并对相关会员具有约束力。富豪国际酒店集团不会受理或接受任何遗失积分的索偿。
- **42.** 积分没有现金价值,不可兑换现金。积分不得出售、购买、转让或转移给任何其他会员或第三方。
- **43**. 富豪国际酒店集团不接受将参与商户发放或提供的任何奖励积分、积分、 优惠兑换为此奖赏计划之积分。
- 44. 如富豪国际酒店集团向会员账户存入适用的积分时出现错误,富豪国际酒店集团之唯一责任为向会员提供正确数量的积分。
- 45. 富豪酒店国际集团保留随时调整或取消任何因会员账户错误、不符合或违 反本条款及细则而存入的积分的权利,恕不另行通知会员。如果会员使用任何 错误地记入其账户的积分,富豪酒店国际集团有权就会员使用该等积分而招致 或与之相关的任何损失、损害或费用提出索赔。
- 46. 在任何情况下,因手机应用程序、微信官方帐户的系统操作错误或故障、 网络连接问题、系统故障、电话信号接收不良或被第三方应用程序阻止或其他 原因导致会员未能赚取或使用积分,富豪酒店国际集团均不承担任何责任。
- 47. 如因赚取任何积分而引起或与之相关的任何争议,富豪酒店国际集团及参与商户保留最终决定权。

48. 富豪酒店国际集团有权随时对赚取或使用积分作出或施加任何调整、约束或限制, 恕不另行通知。

# 奖赏兑换及会员礼遇

- 49. 会员可以通过手机应用程序使用所需的积分兑换所需的奖励。提交兑换申请后,相应的积分将立即从会员账户中扣除。本计划并不允许取消兑换请求或退还任何扣除的积分。如积分余额不足或因任何其他原因未获接纳,兑换申请将被拒绝。
- **50**. 会员须在相关参与商户亲自指定的地点及期限内领取或使用已兑换的奖赏,否则奖赏将自动作废,兑换申请不得取消或退还任何扣除的积分。
- 51. 会员须在相关参与商户亲自指定的地点及期限内领取或使用已兑换的奖赏,否则奖赏将自动作废,兑换申请不得取消或退还任何扣除的积分。
- 52. 会员特此理解并接受,所有礼遇和奖赏均限量提供,先到先得,如奖赏因 库存有限或类似原因而无法兑换,富豪酒店国际集团及其参与商户将不对会员 未能兑换任何奖赏负责。
- 53. 富豪酒店国际集团有权不时更改兑换任何奖赏所需的积分金额。
- 54. 会员可干参与商户出示电子会员卡,以享全年商户之礼遇或折扣。
- 55. 除非另有指明,会籍优惠及折扣不可与其他优惠同时使用,包括但不限于 其他限时折扣、优惠券、信用卡优惠及免费泊车。
- 56. 如因使用积分、兑换任何奖赏、享有任何会员礼遇以及其下提供的任何商品或服务而引起或与之相关的争议,富豪酒店国际集团及其参与商户拥有最终决定权。
- 57. 餐饮折扣只限堂食消费,不适用于限定日期及富豪酒店特定日子;详情可浏览酒店官方网页。
- 58. 堂食及于厅房用膳消费可享之折扣适用于最多达 18 位之消费,并只按比例 计算。
- 59. 厅房用膳之消费额须达最低消费额方可享折扣优惠。
- 60. 宴会及婚宴之消费最高可获不多于以港币 100,000 元计算之 Regal Dollar。

61. 会员于启动手机应用程序帐户后,可于下次直接预订(酒店网页)富豪酒店之住宿享延迟退房服务。优惠视乎酒店供应情况而定,并只适用于香港之富豪酒店、丽豪航天城酒店及富荟酒店。

# 商品和服务的保证、责任的排除及限制

- **62.** 一旦提出兑换奖赏的要求,该兑换将被视为最终的,会员不能修改或取消,并且从会员账户中扣除的积分将不可逆转且不可退款。
- 63. 手机应用程序或微信官方帐户上出现的所有照片和描述仅供参考,实际商品或服务可能会有所不同。 在法律允许的最大范围内,如参与商户提供的有关任何奖赏或会员在手机应用程序上的礼遇的信息和任何其他内容不完整、正确、准确或没有错误,富豪酒店国际集团概不负责。
- **64.** 每位会员声明并保证,兑换的奖赏和会员的礼遇仅供其个人使用,不得用于转售目的。
- 65. 奖赏及会员礼遇不可兑换其他奖赏、会员礼遇或现金。
- 66. 按参与商户之决定,奖赏及礼遇之有效期可能不同。除非另有明确规定,否则会员奖赏及礼遇之有效期以香港时间为准。部分参与商户可能会对兑换(如适用)、使用或收取奖赏或会员礼遇的时间施加限制期。奖赏或会员礼遇如在有效期内未使用,将会失效。
- 67. 富豪酒店国际集团及其参与商户不会对任何会员因本计划所引起或与之相关的任何直接、间接或后果性损失、损害或任何种类的费用负责(包括但不限于提供任何商品或服务、提供或拒绝提供任何优惠、礼遇或奖赏、富豪酒店国际集团及/或其参与商户拒绝允许任何会员使用任何积分兑换任何特定奖赏),不论该等损失、损害或费用是否因疏忽或其他原因造成,以及富豪酒店国际集团及/或其参与商户是否对引起索赔的情况有任何控制权。
- 68. 在法律允许的最大范围内,富豪酒店国际集团及其参与商户、其各自的员工、关联公司、代理商、供货商和合作伙伴组织在此排除其于本条款及细则,法例或其他订明或暗示的责任。
- **69.** 在不影响前述任何条文的情况下, 富豪酒店国际集团及其参与商户就本计划下的作为或不作为引起的任何索赔承担的合同、侵权或其他责任(如有)应限于与该事件相关而重新记入会员使用的积分价值。

- 70. 会员特此被视为已阅读、理解及同意本条款及细则,并确认其未依赖富豪酒店国际集团及/或其参与商户作出的任何声明、陈述、保证或担保,并应放弃其对富豪酒店国际集团及/或其参与商户的所有权利(如有)。
- 71. 所有奖赏及会员礼遇均视供应情况而定,富豪酒店国际集团及/或其参与商户可随时撤回、 限制、 修改、取消或增加该等奖赏及会员礼遇的可用性,恕不另行通知。
- 72. 富豪酒店国际集团不会就任何参与商户未能提供任何产品及服务而引致的任何损失承担任何责任。
- 73. 富豪国际酒店集团对以下事项不承担任何责任:
- (a) 富豪酒店国际集团及/或任何参与商户拒绝会员兑换奖赏或享用任何会员礼遇;
- (b) 未有供应任何奖赏或会员礼遇;
- (c) 拒绝富豪酒店国际集团及/或任何参与商户更换或更改任何奖赏、会员礼 遇或其补偿。
- 74. 如会员使用参与商户提供的商品或服务,则该等参与商户的条款及细则将适用,富豪酒店国际集团对由此产生的任何损失、损害或费用概不负责。
- 75. 在适用法律允许的范围内,富豪酒店国际集团不就以下方面承担任何责任: (i)任何与商品相关的奖赏或会员礼遇的质量、适销性或适用性,以及(ii)任何与服务相关的奖赏或会员礼遇的质量。富豪酒店国际集团不保证任何与服务相关的奖赏或会员礼遇将以合理的关顾及和技巧提供。
- 76. 富豪酒店国际集团对参与商户以兑换奖赏或会员礼遇提供的任何商品或服务的任何保证概不负责。会员如对产品有任何疑问或争议,请直接联络相关参与商户或供货商。
- 77. 为免生疑,本条款及细则中的任何内容均不排除因疏忽造成的死亡或人身 伤害的责任。

#### 私隐声明

78. 富豪酒店国际有限公司将根据《个人资料(私隐)条例》(香港法例第 486章)及其数据私隐政策声明处理所有个人资料,可参阅以下:

https://www.regalhotel.com/mobile/regal-hotels-international/en/other/privacy-vow.html

79. 手机应用程序的使用受上述的适用条款及细则及上述第77条的资料私隐政策声明规管。

# 会员使用手机应用程序的保证

- 80. 会员在注册入会时应承诺如下:
- (a) 会员应遵守有关使用手机应用程序的所有适用法律、法例、条例和规例。(b) 会员只能将手机应用程序用于合法目的,并且使用手机应用程序时不会侵犯任何第三方的权利。

## 杂项

- 81. 富豪国际酒店集团有权转让、让与、收费、分包或以其他方式处置本条款 及细则及本计划下的任何权利或义务,其条款及细则由富豪国际酒店集团全权 酌情决定,随时毋须事先通知会员。
- 82. 富豪国际酒店集团有权随时修改、暂停及终止本计划,恕不另行通知、理由或赔偿。富豪国际酒店对任何一方在任何情况下因此而造成的任何损失或损害概不负责。
- 83. 会员可能会因使用积分而承担纳税义务或披露责任。富豪酒店国际有限公司保留应税务机关的要求向任何税务机关提供会员账户中任何积分的全部详情的权利。富豪国际酒店集团不承担以这种方式与税务机关合作的所有责任。
- **84.** 积分及其所有拥有权和财产权始终归富豪国际酒店集团所有,绝不会转移给会员。
- 85. 富豪国际酒店集团未能执行本协议中的特定条款并不构成对该条款的放弃。
- 86. 根据《合约(第三者权利)条例》(香港法例第 623 章),本条款及细则的各方无意根据《合约(第三者权利)条例》的规定,由非本条款及细则一方的任何实体或人士强制执行或享有本条款及细则的任何条款。撤销或更改这些条款和条件不需要任何非这些条款和条件一方的实体或个人的同意。
- 87. 富豪薈会籍、會員禮遇以及积分的赚取和兑换均受所有适用的当地法律和 法规的约束。会员礼遇及奖励均出于善意提供,但是,上述项目包括礼遇及奖 励可能因适用於香港的法律或法规或会员所在司法管辖区的适用法律或法规被 禁止或限制而无法提供。如果本计划规则的任何内容被认定为不合法或不可执

- 行,则在該类司法管辖区内,该部分内容將被视为已从本计划规则中删除,但 其余条款仍保持有效。
- **88.** 积分不可以任何方式转让,亦不得依法遗赠、赠与或以其他法律的方式施行转让。
- 89. 如果这些条款及细则的任何规定被任何有管辖权的法院或行政机构认定为 无效或不可执行,则该无效或不可执行的条文不应影响这些条款及细则的其他 条文。不受此类无效或不可执行性影响的所有条款应保持完全有效。
- 90. 本条款及细则构成富豪酒店国际集团及会员就本计划达成的完整协议及谅解,并取代其先前就本条款及细则达成的所有书面或口头陈述、协议或谅解(包括富豪国际酒店集团作出的任何失实陈述),但一方为诱使另一方订立本条款及细则而作出的任何欺诈性失实陈述除外。
- 91. 富豪酒店国际集团就此等条款及细则拥有解释权,其解释权为最终解释权,对所有相关方均有约束力。

# 适用法律和管辖权

92. 本条款及细则受香港法律管辖,并应按香港法律解释。

通过注册成为本计划的会员资格,每位会员不可撤销地服从香港法院的专属管辖权,以处理因本条款及细则或注册会员资格或参与本计划而引起或与之相关的任何争议。

#### 定义

93. 在本条款及细则中,下列词汇应具有以下含义:

客户服务部	富豪酒店国际集团之客户服务部	
合资格电子交易	在遵守富豪酒店国际集团或其参与商户可能不时施	
	加的任何限制的前提下,会员与参与商户之间就任	
	何商品或服务的购买进行的交易,其付款由该会员	
	以电子方式进行。	
欺诈	欺诈、不诚实和欺骗,包括但不限于:	
	(a) 提供虚假文件或信息;	
	(b) 故意提供不正确的数据以获取积分;	

	(c) 更改文件以获积分;
	(d) 出售、交换和/或购买积分,包括
	试图通过基于互联网的销售或拍卖出售或转让积分;或
	(e) 故意从其他会员或个人的欺诈或不当行为中 获益
会员	富豪酒店国际集团认可为本计划会员的任何人士, 以及「会籍」一词应据此解释
不当行为	错失和不当行为,包括但不限于:
	(a) 注册重复会员资格;
	(b) 未能遵守本条款及细则及/或参与商户的条款 及细则(经不时修订);
	(c) 与富豪酒店国际集团的员工或任何参与商户的员工作出不当行为;
	(d) 使用任何手机应用程序或微信官方帐户登入 或相关管道、网站或应用程序时的不当行为;或
	(e) 试图通过欺诈手段获取积分及/或奖赏及/或会员礼遇
手机应用程序	由富豪酒店国际有限公司提供之「富豪荟」的可下载手机应用程序,使会员能够使用本计划,包括但不限于 iPhone 和 Android
参与商户	任何从事提供货品或服务业务的公司,并已与富豪 酒店国际集团安排向其会员提供任何兑换奖赏的货 品或服务。参与商户的完整名单载于手机应用程序 及微信官方帐户,富豪酒店国际集团可不时更改及 更新,恕不另行通知

积分	透过本计划赚取之积分,在合资格交易中每消费港 币1元可赚取5个积分
奖赏	富豪国际酒店集团及其参与商户不时提供或将要提 供以积分兑换的任何商品或服务
微信官方账户	由富豪酒店国际有限公司持有的名为「富豪酒店集团」的官方账户,使会员可在可下载的手机应用程序"微信"以使用本计划,包括但不限于 iPhone 和Android 版本

#### 94. 除非文义另有所指:-

- (a) 单数的词语和词汇包括复数,反之亦然;
- (b) 表示任何性别的词语包括所有性别;
- (c) 被称为「特别法」的规则不适用,因此,「其他」一词所引入的一般词语不应因其前面有表示某一类行为、事项或事物的词语而具有限制性含义;
- (d) 提及"包括"或"包括"系指"包括但不限于"。

## 95. 对法例或法律条文的提述应解释为对下列的提述:

- (a) 不时修订、修改、补充或重新制定的法规或规定,以及随后的法规和/或规定;
- (b) 其重新制定的任何已废除的法规或法定条款(无论是否修改);和
- (c) 根据相关法例或法定条文制定的任何命令、规例、文书或其他附属条例

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