

Terms & Conditions of Regal Club 富豪薈 Program

This **Regal Club 富豪薈** 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 富豪薈 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 providing a 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 successfully activated 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 with 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 for 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 party access to the Member's account to make transactions. Regal Hotels International reserves the right to terminate any Member's account for any unauthorized 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 their 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 enroll 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 Saturdays, Sundays and Public Holidays)

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 富豪薈 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 four 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 to upgrade per a Membership year	Accumulative spending to renew per a Membership year
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 1 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 14 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.

c. Members can book hotel accommodation via Regal Hotel's official website, phone or email to respective hotels. Qualifying spending shown on the room master bill during a qualifying stay at the participating hotels will earn Regal points which will be credited to the Member's account within 14 Business day after check-out. Room booking is only applicable to non-cancellation bookings.

i. Unless otherwise specified, hotel accommodation charged to the room master bill during a qualifying stay at the participating hotels (other than no-show charges and cancellation penalties) are eligible to earn Regal points.

ii. Member must be the registered guest, the occupant and the payer on the room master bill, hold a valid Regal Club Membership, and settle the bill in full to earn Regal points.

iii. Members can earn points for a maximum of two hotel rooms per booking through the Regal Hotels' official website, provided that the hotel accommodation is paid for

by Member's own account and one of the hotel rooms must be occupied by the Member. Only one Member can earn points per stay.

iv. Service charges, gratuities, local and government taxes (if any) and cash advances are not eligible for earning Regal points. Stays booked under the long stay package will not be counted as qualifying stay.

v. In case of any dispute regarding points, Members must notify Regal Hotel International via email regalclub@regalhotel.com within 1 month from check-out date. The email should include the Membership number, full name, hotel stayed, arrival and departure dates for verification purposes. All records are based on the computer records of Regal Hotels International and will be deemed invalid if submitted after the deadline. Regal Hotels International shall have the final decision in case of any disputes regarding point claims.

35. Any Regal Points earned between 1 January and 30 June of a calendar year will expire on 30 June of the following year. Any Regal Points earned between 1 July and 31 December of a calendar year will expire on 31 December of the following 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Regal Hotels International does not accept the conversion of any reward points, credits, benefits issued or provided by a Participating Merchant to Regal Points.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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

48. 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.

49. 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.

50. 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.

51. 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.

52. Member privilege of complimentary stays is subject to hotel's availability. No Regal points will be earned nor any accumulating spending during the complimentary stay will be counted and recorded.

53. Stays booked under the long stay package will not be counted as qualifying spending.

54. Member privileges during a qualify stay (including but not limited to late check out, use of the fitness center and swimming pool, welcome delicacies, complimentary room upgrade and access to executive club lounge) are subject to availability and hotel's absolute discretion.

55. The Regal Dollars program was officially discontinued. Members were duly notified in advance via an official notice.

56. In the event of a no-show for a hotel stay that was booked by a Member, the Regal Dollars that were used as direct payment for such room booking will not be refunded and cannot be reissued.

57. Regal Hotels International reserve the right to change the Regal Points required for redeeming any Rewards from time to time.

58. Members may present their e-membership card in the Mobile App at the Participating Merchants to enjoy year-round merchant privileges or discounts.

59. 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.

60. During a hotel stay, members are required to present a valid Membership card through the Mobile App in order to enjoy the privileges. only after successful registration as a Member can they enjoy the privileges on their next stay.

61. 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.

62. 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.

63. For dine-in and private room transaction, discount is applicable on transaction for a maximum of 18 persons only on a pro-rata basis.

64. For private room dining, discount is applicable on the transaction that fulfills the minimum charge for private room dining.

65. For the enjoyment of the late check out service on Room Accommodation, the member can enjoy the benefit on their next booking on Regal Hotels' website (after their 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.

66. To access the Mobile Key function in Mobile App in applicable hotel(s), Member can select the booking confirmation record from the reservation list. Bluetooth must be turned on. Neither the Participating hotels nor Regal Hotel International will be held responsible for any delays, losses, mistakes or malfunctioning or blocking by any third party that may affect the access to the mobile key.

Warranties of Goods and Services, Exclusion and Limitation of Liability

67. 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.

68. 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.

69. 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.

70. Rewards and Members' privileges cannot be exchanged for other Rewards, Members' privileges or cash.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. Regal Hotels International is not responsible or liable in any way for any warranty provided by a Participating Merchant for 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.

82. 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

83. 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/en/regal-hotels-international/Others/Privacy-Notice>

84. 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

85. 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

86. 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.

87. 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.

88. 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.

89. 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.

90. Any failure to enforce a particular term herein by Regal Hotels International does not constitute a waiver of that term.

91. 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.

92. 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.

93. Regal Points are not transferable in any way, and cannot be bequeathed, devised or otherwise transferred by operation of law.

94. 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.

95. 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.

96. 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

97. 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.

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

Customer Service Team	the customer service team of Regal Hotels International
Eligible Electronic Transaction	subject to any restrictions that may be imposed by Regal 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; (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;

	<p>(b) failure to comply with these Terms and Conditions and/or the terms and conditions of Participating Merchants (as amended from time to time);</p> <p>(c) inappropriate behaviour in dealing with the staff of Regal Hotels International or the staff of any Participating Merchants;</p> <p>(d) inappropriate behaviour whilst using any Mobile App or WeChat Official Account log-in or related channels, websites or applications; or</p> <p>(e) attempting to obtain Regal Points and/or Rewards and/or Member's privileges by Fraud</p>
Mobile App	a downloadable mobile application named “Regal Club 富豪薈” developed by or on behalf of Regal Hotels International Limited which enables the Members to access and use the Program, including, without limitation, the iOS and Android versions thereof
Participating Merchant	any company which are engaged in the business of 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 1 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 Account	an official account named “富豪酒店集團” held by Regal Hotels International Limited which enables the Members to access and use the Program on the downloadable mobile application “WeChat”, including,

	without limitation, the iOS and Android versions thereof
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99. 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**”.

100. 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.

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