

## **Festival Walk My FESTIVAL Loyalty Programme**

Festival Walk My FESTIVAL Loyalty Programme (the “Programme”) is operated by Festival Walk (2011) Limited (“Festival Walk”). Shoppers who participate in the Programme are deemed to have read, accepted and agreed to abide by the below Terms and Conditions. Festival Walk may from time to time alter the Terms and Conditions of the Programme without prior notice.

### **Terms and Conditions**

#### **My FESTIVAL Membership**

1. Applicants (the “Applicants”) must be aged 18 or above. Each Applicant (valid identity card holder) can apply for one membership only.
2. There is no registration fee for joining the Programme.
3. MY FESTIVAL is a virtual loyalty programme running on the Festival Walk mobile application (the “Mobile App”). Members will not be issued a physical membership card.
4. My FESTIVAL has two (2) membership tiers: MY FESTIVAL Select and MY FESTIVAL Elite (the “Members”). My FESTIVAL Select is a permanent membership. The membership tier will be upgraded to My FESTIVAL Elite immediately when a Member’s accumulative bonus points have reached 1,000 bonus points within twelve (12) months from the date of registration. My FESTIVAL Elite membership lasts for twelve (12) months from the date of the upgrade. If the Member’s cumulative bonus points do not meet the required 1,000 points of MY FESTIVAL Elite within the next twelve (12) consecutive months, the Member will be renewed to My FESTIVAL Select membership automatically.
5. My FESTIVAL membership and bonus points are non-transferable, cannot be shared with family members or friends and are restricted to be used by the designated Member only.
6. All tenants’ staff at Festival Walk are not eligible to apply for My FESTIVAL membership.
7. All members’ data, bonus points and redemption records stored by Festival Walk are conclusive and final.
8. If a Member abuses or misuses any of the rights and privileges under the Programme, makes any misrepresentation to Festival Walk, submits any documents which are not valid or genuine, or fails to comply with any of the Terms and Conditions of the Programme, Festival Walk reserves the right to suspend or terminate the Member’s membership, and to revoke or forfeit all or any of the bonus points that have been earned and accrued by the Member.
9. Festival Walk reserves the right to refuse any membership application, determine the eligibility of any membership or terminate any Member’s membership in its sole discretion without giving reasons, and such decision shall be conclusive and final.

#### **Membership Application**

1. In order to register for the Programme, applicants must download the “Festival Walk” Mobile App for the Programme. The Mobile App supports iOS 13.0 or above or iPhone 6 or above, and Android 8 or above.
2. Applicants must abide by the Terms and Conditions when using the Mobile App.
3. Applicants are required to fill in their personal information on the Mobile App, and complete the email and SMS verification process to register as My FESTIVAL Members (the “Members”).

4. The name submitted for registration of membership must be the same as the one stated on the related identification documents. Festival Walk shall have the right to request the Applicant to present a valid identification document for verification.
5. Applicants must provide valid and latest contacts, including email address and mobile phone numbers etc., to ensure that all Programme communications are being sent to the proper contacts.
6. Each valid mobile number and email address can be used by the Applicant for registration of the Programme once only. Any duplicate registrations will not be accepted.
7. If the Applicant is found to have registered and participated in the Programme with a mobile number or email address that is not owned by the Applicant legitimately, Festival Walk shall have the right to suspend or terminate such application or membership without prior notice.
8. The Applicant must ensure that all personal information submitted in the registration form is authentic, accurate, complete and not misleading.
9. Upon successful registration, a confirmation email will be sent to the registered email address of the Applicant as record.
10. If Members require changing their registered personal information after successful registration in the Programme, Members must visit My FESTIVAL Concierge in person with the respective supporting documents to update such personal information. Such personal information updates cannot be completed via online application or the Mobile App.
11. If Members wish to cancel the membership after successful registration in the Programme, Members can visit My FESTIVAL Concierge in person with the respective supporting documents to cancel the membership or terminate the member accounts in the Mobile App.
12. Members shall safeguard the given Member ID and password relating to its use. Members are fully responsible for any use of their membership accounts by any third party (whether with or without the Member's authorization).

#### **Terms and Conditions for Welcome Offer**

1. Upon successful registration of membership, each Applicant will receive five (5) bonus points as a welcome offer, and the Applicant is entitled to enjoy the welcome offer once only.
2. The welcome offer bonus points will be credited to the Applicant's account automatically upon successful registration of membership.
3. If Applicants cancel their membership within twelve (12) months from the date of successful registration, Festival Walk shall have the right to revoke the corresponding Welcome Offer. If the Welcome Offer has already been used by the Member, the Member is required to pay for its fair value (which shall be determined by Festival Walk) to Festival Walk.
4. No welcome offer (if applicable) will be given to Applicants who have cancelled their membership within the past twelve (12) months from the month of the new application.
5. Terms and Conditions are subject to change or cancellation without prior notice.

## **Bonus Points Registration**

1. Members using a credit card, debit card, EPS, UnionPay or Octopus (the “Designated Electronic Payment Method”) to spend HK\$100 or above in a single shop at Festival Walk can upload the original machine-printed transaction receipt and corresponding designated electronic payment receipt (the “Eligible Transaction Documents”) via the Mobile App for bonus points registration.
2. Members who use a Mobile Payment app (limited to Alipay, Atome, Apple Pay, BOC Pay, FPS, Google Pay, Huawei Pay, Mi Pay, Octopus Wallet, PayMe, Samsung Pay, Tap & Go, TNG Wallet, UnionPay app and WeChat Pay) can upload both the original machine-printed transaction receipt and the corresponding transaction proof (including original Designated Electronic Payment receipt or transaction record on the Mobile Payment app) via the Mobile App for bonus points registration.
3. From the date of successful registration, for every HK\$100 spending, Members will be entitled to one (1) bonus point. The remaining amount under HK\$100 will not be counted towards bonus points. The spending amount will be rounded to the nearest dollar. Decimal values will not be counted.
4. Each set of Eligible Transaction Documents must be for HK\$100 or above in order to be eligible for bonus points registration.
5. The amount eligible for bonus points registration shall be the actual spending amount only (including but not limited to the net amount after deduction of any discounts, privilege coupons, cash coupons or gift cards). Tips are not eligible for bonus points registration and cannot be counted towards the minimum HK\$100 spending requirement.
6. Bonus points registration and accumulation shall be conducted separately for each set of Eligible Transaction Documents. Members can upload a maximum of 2 sets of Eligible Transaction Documents per shop per each transaction day for bonus points registration. Members cannot use multiple transaction receipts and electronic payment receipts to fulfil the minimum HK\$100 spending requirement.
7. Each set of Eligible Transaction Documents can be uploaded for bonus points registration once only. Receipts submitted for bonus points registration cannot be re-used in conjunction with other redemption activities or promotions (except for free parking provided by Festival Walk).
8. Starting from 15 September 2022 onwards, members can earn a maximum of 500 bonus points per transaction day. If a Member’s Eligible Transaction Documents exceed the maximum of 500 bonus points per day, the Member will earn the maximum of 500 bonus points and the remainder of the transaction(s) will not be counted.
9. Festival Walk may from time to time organize special promotions to give out extra bonus points. However, Members are entitled to a maximum of 500 bonus points per day only.
10. Bonus points have no cash value, and cannot be exchanged for cash, re-sold or transferred.
11. Members must upload the Eligible Transaction Documents for bonus points registration within seven (7) days from the transaction day. Late submission will not be accepted under any circumstances.
12. The submitted transaction receipts must be machine-printed true copy, and contain the shop’s name, trademark, name of the mall, shop address, receipt number, transaction date, transaction time, transaction amount, transaction items and the corresponding Electronic Payment Method.
13. If the uploaded Eligible Transaction Documents are incomplete or unclear, it may result in the delay or rejection of bonus points registration.
14. Upon successful bonus points registration, the corresponding bonus points will be credited to the Member’s account within seven (7) working days of submission.
15. Eligible transactions do not include spending at 7-Eleven, Apple Store, Challenger, Jumpin Gym U.S.A., Nissan Intelligent Hub, purchase of Festival Walk Gift Vouchers or tenants’ cash coupons/shopping

vouchers/stored value cards/gift cards, value-adding receipts from any shop, car shows, exhibitions/roadshows, charity donations, exchanges/refunds, bill payments, insurance/investment/bank services, finance services, telecommunication services, split transactions, membership fees (including but not limited to the monthly instalment plan of jewellery and goldsmith companies), car parking fees, electronic vehicle charging fees, locker rental fees, power bank rental fees, office building transactions, instalment transactions, fraudulent transactions, and unauthorized transactions. For deposit payments or instalment transactions, only the first deposit payment or the first instalment amount will be eligible for bonus points registration. The balance amount of the relevant transaction will not be eligible for bonus points registration.

16. All transaction receipts from cash payments, cash advances, EPS EasyCash, internet purchases (including online movie ticket purchase of FESTIVAL GRAND CINEMA), mobile shopping applications, mail orders, phone orders, finance charges, late-payment charges, annual fees or any transaction receipts not originating from a genuine transaction at Festival Walk or which has been subject to a cancellation, charge-back, return of goods or refund will not be accepted.
17. Transaction receipt photo that is not genuine (e.g. replicated photo, screencap photo, composited photo etc.) , and merchant copy, delivery note, photocopied, scanned, revised, reprinted, defaced, damaged, folded, covered, handwritten or digital copy of transaction receipts and designated electronic payment receipts will not be accepted.
18. Goods/services covered by the transaction receipts submitted for bonus points registration cannot be refunded at the related shop. If the underlying goods/services are refunded, the Member is deemed to have forsaken the corresponding bonus points. Festival Walk shall have the right to revoke or deduct the corresponding bonus points from the Member's account. If the bonus points earned have already been used to redeem a gift/gift voucher, the Member is required to return the gift/gift voucher or to pay for its fair value (which shall be determined by Festival Walk) to Festival Walk.
19. If a Member wishes to get a refund at the related shop from a set of transaction receipts that have been used for bonus points registration, the Member must first visit the My FESTIVAL Concierge in person to cancel the corresponding bonus points before conducting the refund at the related shop.
20. The name of the holder of the Designated Electronic Payment Method must be the same as the registered Member's name. Members cannot use Eligible Transaction Documents of other customers for their own bonus points registration. All Eligible Transaction Documents submitted for bonus points registration cannot bear any customer's name other than the Member's name. Festival Walk shall have the right to reject and invalidate such bonus points registration.
21. Festival Walk reserves the right to request Members to provide original Eligible Transaction Documents at any time for verification purposes. Therefore, Members are required to retain all original Eligible Transaction Documents for a period of twelve (12) months from the date of submission.
22. Festival Walk shall have the right, in its sole discretion, to reject any transaction receipt which is suspected of not complying with these Terms and Conditions, or the transaction was suspected to be fraudulent, forged or not genuine. Members shall be deemed to have authorize Festival Walk to obtain the relevant Eligible Transaction Documents issued by the respective tenant(s) for verification purposes.
23. If, in Festival Walk's sole opinion, a Member fails to comply with any of the Terms and Conditions herein, makes any misrepresentation to Festival Walk or abuses any of the Programme privileges, Festival Walk reserves the right to withhold or revoke the bonus points earned from any transactions that Festival Walk considers do not comply with these Terms and Conditions without prior notice.

Festival Walk reserves the right to request the return of any redeemed gift(s)/gift voucher(s) or take any legal action if deemed necessary.

24. All Members are deemed to have read, accepted and agreed to abide by the Terms and Conditions of bonus points registration.

### **Expiry Date of Bonus Points**

1. All Members' accumulated bonus points will expire on the 31<sup>st</sup> of March every year. For transactions made from 1<sup>st</sup> January onwards, the corresponding bonus points will expire on the 31<sup>st</sup> March of next year.
2. Members will receive an in-app reminder notification three (3) months before the bonus points expiry date. Members shall use their valid bonus points to redeem gift(s)/gift voucher(s) before the expiry date. Late redemption will not be accepted under any circumstances.
3. All expired bonus points will be forfeited upon the expiry date and cannot be carried forward. No extension of bonus points will be entertained. Members are required to accumulate new bonus points starting from zero.

### **Birthday Treat**

1. My FESTIVAL Select Member shall receive five (5) bonus points, while My FESTIVAL Elite Member shall receive ten (10) bonus points as a birthday treat on the first day of his/her birthday month (the registered birthday month must be the same as shown on the related identification document). Each Member is entitled to enjoy the birthday treat once per year, as long as they have maintained a valid membership for at least thirty (30) days prior to their birthday.
2. All Members can enjoy double bonus points (the "Birthday Double Bonus Points") for their first uploaded Eligible Transaction Documents spent in their birthday month. Members can earn a maximum of 500 bonus points as Birthday Double Bonus Points. Upon successful bonus points registration, the corresponding bonus points will be credited to the Member's account in the fourth week of the succeeding month.

### **Bonus Points Redemption – Rewards Redemption**

1. Members can browse the prevailing rewards (in the form of gifts, gift vouchers, services, etc.) available in the "Redemption" section of the Mobile App (the "Rewards"), and use their valid bonus points to redeem electronic redemption coupons (the "Electronic Redemption Coupons") of various Rewards.
2. Redemption of Rewards is subject to Members having sufficient bonus points balance. Attempted redemption of Rewards with insufficient bonus points balance will not be processed.
3. Redemption of Rewards is subject to stock availability and the designated redemption period, which will be based on a first-come-first-served basis. Members are advised to check the availability of Rewards in the "Redemption" section of the Mobile App before making any redemption, and are responsible for checking the latest notices from Festival Walk regularly.
4. Members can follow the instructions to collect the Rewards at the My FESTIVAL Concierge or directly at respective shops (if applicable) by presenting the Electronic Redemption Coupons in the Mobile App. Members are required to present their virtual membership ID and the Electronic Redemption

Coupons on the Mobile App at the time of Rewards collection. Members are advised to check the conditions of the Reward items at the time of collection.

5. All collection of Rewards shall have a specified expiry date. Members are required to collect the Rewards within 14 days, on or before the specified expiry date on the Electronic Redemption Coupons. Late redemptions will result in forfeiture of the Rewards and will not be re-issued.
6. All Rewards are not for sale. All redeemed Rewards are not cancellable, transferrable, refundable, exchangeable for cash, and cannot be resold under any circumstances.
7. All visuals of Rewards on the Mobile App are for reference only, which may not be exactly the same as the actual items. The colour and style of Rewards are allocated on a random basis, and selection of colour and style is not allowed.
8. Reward items are subject to such quality assurance Terms and Conditions as provided by the suppliers/tenants. Festival Walk accepts no responsibility and no liability for any matters relating to the conditions and quality of the Reward items provided by the respective suppliers/tenants. All queries or disputes in relation to the redeemed Reward items shall be referred to the respective suppliers/tenants directly, and Festival Walk bears no responsibility for resolving such queries or disputes on behalf of Members with the concerned suppliers/tenants.
9. To the maximum extent permitted by applicable law, all Reward items are provided on an "AS IS" basis without warranties of any kind, including warranties of non-infringement of intellectual property, provision of any after-sales or repair services, or fitness for any particular purpose.
10. All redeemed vouchers shall have a specified expiry date for usage. Vouchers will be forfeited upon the expiry date and will not be re-issued. Members are required to check the expiry date as specified on the vouchers and use them before the expiry date. The use of the vouchers is subject to the Terms and Conditions stated on the vouchers.
11. Festival Walk makes no guarantee that any particular Reward will remain available at all times. Festival Walk reserves the right, at its sole discretion, to set quotas for various Rewards, discontinue any Reward item or substitute a similar Reward item of equivalent value at any time without prior notice.
12. Rewards will not be re-issued in case of theft, loss or damage.
13. Staff of Festival Walk and its tenants are not eligible to participate in the Programme and cannot redeem any Reward on behalf of any Member.

### **Bonus Points Redemption – Free Parking**

1. Members can use their valid bonus points to redeem an Electronic Redemption Coupon for free parking ("Free Parking Offer") on the Mobile App.
2. Members can redeem the Free Parking Offer at the My FESTIVAL Concierge or carpark kiosks on Level P1-P3 by presenting the Electronic Redemption Coupon on the Mobile App.
3. Each member is entitled to redeem each Parking Offer once per day only. The parking offer QR code is valid on the date of redemption. Late redemptions will result in forfeiture of the Free Parking Offer and will not be re-issued.
4. The Free Parking Offer is only available for cars parked on Level P1 to P3 of Festival Walk.
5. Members can enjoy a maximum of five (5) hours of Free Parking Offer per entry per day. The offer applies to the first five (5) hours after entering the car park and is applicable to one car only.
6. Once the Free Parking Offer is redeemed, it cannot be cancelled, refunded, re-sold or transferred.

7. The Free Parking Offer cannot be used in conjunction with Festival Walk “3+1” Offer or Daytime Parking Offer.
8. The use of the Free Parking Offer is subject to the Car Park Terms and Conditions.

### **Exclusive to My FESTIVAL Elite Members – Bonus Points Redemption of My FESTIVAL e-Gift Vouchers**

1. Bonus points redemption of My FESTIVAL e-Gift Vouchers is only applicable to My FESTIVAL Elite Members.
2. MY FESTIVAL Elite Members can use their valid bonus points to redeem a My FESTIVAL e-Gift Voucher on the Mobile App.
3. Members must present the QR code in the Festival Walk mobile app to redeem the e-Gift Voucher at Festival Walk participating outlets on or before the expiry date as specified on the e-Gift Voucher. The screencap photo or any other format of the QR code will not be accepted.
4. My FESTIVAL e-Gift Voucher can only be used at Festival Walk participating outlets as listed on the Festival Walk mobile app. The latest list of Festival Walk participating outlets is subject to change or cancellation without prior notice.
5. The e-Gift Voucher is valid for 180 days from the day of redemption. Late redemption will be forfeited upon the expiry date and will not be re-issued.
6. The e-Gift Vouchers cannot be exchanged for cash, nor will change be given for any unused value.
7. The e-Gift Vouchers cannot be cancelled, changed, transferred or returned upon redemption.
8. The e-Gift Vouchers cannot be resold under any circumstances.
9. Festival Walk participating outlets shall bear sole responsibility for the quality of the products and services provided.
10. Festival Walk (2011) Limited reserves the right to change, suspend, or terminate the e-Gift Voucher programme or the Terms and Conditions of the e-Gift Vouchers at its sole discretion without prior notice.
11. In the event of disputes, the decision of Festival Walk (2011) Limited and Festival Walk participating outlets shall be final.

### **Exclusive to My FESTIVAL Elite Members – Free Parking**

1. My FESTIVAL Elite Members can redeem an Electronic Redemption Coupon for Two (2) Hours of Free Parking (the “2-hour Free Parking”).
2. My FESTIVAL Elite Members can redeem 2-hour Free Parking at the My FESTIVAL Concierge or carpark kiosks on Level P1-P3 by presenting their Electronic Redemption Coupon on the Mobile App.
3. The 2-hour Free Parking is only available for cars parked on Level P1 to P3 of Festival Walk.
4. My FESTIVAL Elite Members can redeem the 2-hour Free Parking once per day. The 2-hour Free Parking applies to the first two (2) hours after entering the car park and is applicable to one car only.
5. Once the 2-hour Free Parking is redeemed, it cannot be cancelled, refunded, re-sold or transferred.
6. The 2-hour Free Parking cannot be used in conjunction with Festival Walk “3+1” Offer or Daytime Parking Offer.
7. The use of the 2-hour Free Parking is subject to the Car Park Terms and Conditions.

## **General Terms and Conditions**

1. Festival Walk reserves the right to refuse any membership application, determine the eligibility of any membership or terminate any Member's membership in its sole discretion, and such decision shall be conclusive and final.
2. After activation of a membership, the Member is deemed to have accepted and agreed to abide by the Terms and Conditions of the Programme.
3. Festival Walk reserves the right, in its sole discretion, to amend the content of the Programme, the bonus points registration method, redemption mechanism and expiry date, and the available quantities of any Rewards at any time without prior notice. Members are responsible to check the latest Terms and Conditions of the Programme on the Mobile App regularly. Festival Walk shall not be liable for any loss or damage arising from the alternation of Terms and Condition of the Programme.
4. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

[September 2022]