

Emperor Watch & Jewellery VIP Club Terms and Conditions - Malaysia

These terms and conditions are applicable to the 'Emperor Watch & Jewellery shops' and 'Emperor Jewellery shops' (hereinafter known as 'Emperor Watch & Jewellery Store') in the territories of Malaysia (not including Mainland China, Hong Kong and Macau region and Singapore). All person applying for membership (hereinafter known as 'Applicant'), and current member (hereinafter known as 'Member'), of the VIP Club are obliged to read and understand these terms and conditions. (including any changes made afterwards. Hereinafter known as 'Terms')

Emperor Watch & Jewellery (Malaysia) Sdn. Bhd. (hereinafter known as 'Company') shall have right to make any changes to VIP Club and/or its terms and conditions. Members are responsible to take note of the Terms, and any subsequent changes and updates being published from time to time (including but not limited to cash coupons, birthday presents, VIP Club promotional leaflets, and the VIP Club website). Any person that applies as VIP Club member there are deemed to have accepted the Terms. The Company and/or its associates are not responsible for any loss or damage caused by changes in the VIP Club Terms.

Applicants are deemed to have read, understood, and agreed to comply with the VIP Club Terms upon submission of the completed VIP Club membership application form (hereinafter known as 'App Form') or apply for membership in any other manner.

1. VIP Club Overview and General

- 1.1. VIP Club is managed by the Company and the Company reserves the right of final decision in case of any dispute.
- 1.2. Members must comply with the Terms to maintain their membership status and enjoy offers and privileges available to Members. The Company reserves the right to suspend or terminate membership should a Member fail to comply with the Terms. Offers and privileges (including but not limited to accumulated offers) entitled by the Member in question will be forfeited.
- 1.3. The Company reserves the right to amend, supplement or otherwise revise, including but not limited to the Terms at any time without any prior notice to the Members. In the event of any inconsistencies between the terms contained herein and those published on the website, the terms and conditions as set out on the Website shall prevail, unless specifically stated otherwise. Use of the Website is further subject to the legal and privacy policy published on the Website.
- 1.4. VIP Club membership is non-transferable. Any abuse of Member's offers and privileges could

lead to suspension and/or termination of membership. Any offers and privileges under such membership account (including accumulated offers) shall be forfeited.

1.5. Members shall promptly notify the Company in case of any changes in Member's information by visiting any Emperor Watch & Jewellery Stores in Malaysia.

1.6. The Company will keep record of VIP Club membership and related information.

1.7. VIP Club membership shall be personal to the account holder. Any duplicated application, joint application, or application from a corporation, organization, partnership, business, or legal entity will not be accepted.

1.8. Members can possess VIP Club membership from Mainland China, Hong Kong and Macau region, Malaysia and Singapore simultaneously. However membership of the regions operate independently and any benefit thereof is not interchangeable.

1.9. The Company has final right of decision on membership approval. The Form must be correctly completed and signed, or will not be accepted the application. If any part of the information submitted is untrue, incorrect, outdated or incomplete, or that the Company has reasonable suspicion that the information submitted is untrue, incorrect, outdated or incomplete, the Company has the right to suspense or terminate the said account, and refuse to provide any current or future services (or any part thereof).

2. Membership Benefits

2.1. Members are entitled to enjoy offers and privileges upon presentation of their registered (or renewed) mobile phone numbers at any Emperor Watch & Jewellery Stores in Malaysia. Membership offers and privileges are non-transferable and not valid for any person other than the registered Member.

3. Suspension and Termination of Membership

3.1. The Company makes no guarantee on the term and/or continuity of the VIP Club, and reserves the right to suspend or terminate the VIP Club and/or membership of any individual.

4. Personal Information

4.1. The Company collects, use, disclose, or reprint Members' personal information in accordance with the privacy statement published on our website (<https://www.emperorwatchjewellery.com/en/privacy.php>).

5. Member's Responsibilities and Guarantee

5.1. Members must not:

- 5.1.1. Violate the Terms in any way; or
- 5.1.2. Misuse or abuse of the VIP Club or its membership offers and privileges including without limitation the following manner:
 - 5.1.2.1. Conduct illegal or fraudulent activities;
 - 5.1.2.2. Provide, or attempt to provide, false or misleading information;
 - 5.1.2.3. Make untruthful statements to the Company, its subsidiaries, or associates;
 - 5.1.2.4. Sell, transfer, or provide for resale or transfer of Member's offers and privileges.

5.2. Upon submission of application, the Members and Applicants undertake and warrant to the Company on the following:

- 5.2.1. Information submitted, or to be submitted (requested at the Company's discretion), for the purpose of maintaining the membership are true and accurate.
- 5.2.2. All information submitted to the Company is correct, complete, and up-to-date (if the application has been rejected, the applicant is no longer obliged to update his/her data).
- 5.2.3. The Member or Applicant has read, understood, and has the ability, authorization, and is legal capable to comply with the Terms.

6. Responsibilities and Guarantee

- 6.1. Unless otherwise stated in the Terms and to the extent permitted by law, the Company is free from all liabilities from any loss, claims, and compensation from the following without limitation:
 - 6.1.1. Direct, indirect, special, and appropriate compensation; consequential, or punitive damages; and
 - 6.1.2. Compensation to economics losses, profit, income, goodwill, bargaining power, opportunity, expected savings, data; whether it is contractual, infringement (including but not limited to negligence), equity, according to ordinance, indemnity, based on fundamental breach or breach of basic terms or other basis, regardless of whether such loss or damage is foreseeable or not, and regardless of whether one has been informed of the possibility of loss or damage.
- 6.2. Subject to clause 6.3, to the largest extent of the law, the Company exclude and deny, whether expressed or implied, and guarantee whether or not stated in the Terms.
- 6.3. Under no circumstance will the Terms exclude, restrict, or amend any law or regulation, and imply or force upon any condition, guarantee, right, or remedy not permitted under the law.

If there are any excludable conditions or guarantees implied by any law that the Company can limit, restrict, amend, or make reparations to Members, the Company's liability on the violation of such conditions or guarantees will be limited under the widest permissible extent of the law. The Company may at its discretion rectify the said violation of condition or guarantee.

7. Emperor Watch & Jewellery VIP Club Inquiry

Please address all inquiries by email, or in writing to our Customer Service Supervisor.

Malaysia:

Emperor Watch & Jewellery (Malaysia) Sdn. Bhd.

Lot 2.01.08 Level 2, Pavilion Kuala Lumpur, 168 Jalan Bukit Bintang, 55100 Kuala Lumpur,

Malaysia

or via email to: ewjenquiry_pavilion@emperorgroup.com

8. Language

In case of discrepancy between the English and Chinese versions of the Terms, the English version prevails.

9. Law and Jurisdiction

The Terms are governed by the laws of Malaysia. All parties must irrevocably accept jurisdiction of the courts of Malaysia.

Last updated: Nov 2018