

## **Emperor Watch & Jewellery VIP Club Terms and Conditions – Hong Kong & Macau**

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 Hong Kong and Macau (not including the Mainland China region or any region outside of Hong Kong and Macau, such as Malaysia and Singapore). All privileges under the 'Emperor Watch & Jewellery VIP Club' (Hereinafter refer to as 'VIP Club') are applicable only to the purchase of designated watches and jewellery items. 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 (HK) Company Limited (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. VIP Club provides the following tiers of membership: Silver, Gold, Platinum and Diamond.
- 1.3. 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 and reward points awards) entitled by the Member in question will be forfeited.
- 1.4. 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.

- 1.5. 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 and reward points awards) shall be forfeited.
- 1.6. Members shall promptly notify the Company in case of any changes in Member's information by visiting any Emperor Watch & Jewellery shops or Emperor Jewellery shops (hereinafter known as 'Emperor Watch & Jewellery Store') in Hong Kong or Macau.
- 1.7. The Company will keep record of VIP Club membership and related information. Calculation of Members' Effective Spending Points as specified in the Terms shall be final and conclusive of Member's entitlement.

## 2. Membership Qualifications, Membership Upgrade/Downgrade/Renewal

- 2.1. A person can register as a member of the VIP Club at any Emperor Watch & Jewellery Stores in Hong Kong and Macau, and start accumulating spending points (hereinafter known as 'Effective Spending Points') and effective spending amount (hereinafter known as 'Effective Spending') used to determine membership tiers. Applicants that already qualify for Gold, Platinum or Diamond member can apply directly for such membership tier if the accumulated Effective Spending reaches the minimum requirements of such membership tier within any consecutive 2 years. Once the minimum Effective Spending is reached, the membership status shall be upgraded to corresponding membership tier.

<b>Membership</b>	<b>Effective Spending for Membership Enrollment, Upgrade or Renewal</b>	<b>Membership Period</b>
Silver	Any purchase	Lifetime
Gold	Accumulate \$100,000	2 Years
Platinum	Accumulate \$500,000	2 Years
Diamond	Accumulate \$1,000,000	2 Years

Remark: The above Effective Spending does not include any purchase of 999.9 fine ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins, electroformed gold products, non-designated watches, gift vouchers, corporate gift items and accessories, or any payment of service charges and deposit.

- 2.2. Only actual net spending amount of individual effective sales invoice is eligible for accumulating Effective Spending for membership enrollment, upgrade or renewal and points redemption. The discounted amount of Cash Dollars, gift vouchers, cash coupons or discount coupons is not eligible for accumulating Effective Spending for membership enrollment, upgrade or renewal and points redemption.
- 2.3. The Effective Spending are stated in Hong Kong dollars and shall be converted to MOP according to the exchange rate on the day of purchase determined by the Company if necessary.
- 2.4. The validity period of Silver, Gold, Platinum, and Diamond membership (hereinafter known as 'Validity') shall be 2 years from the date of approval of application, upgrade, downgrade or renewal (according to the Company's records). Silver membership is valid until such membership has been terminated or upgraded by the Member or the Company (where appropriate).
- 2.5. All Members (except for Silver Members) should accumulate sufficient Effective Spending before their membership expired to maintain their membership tier and their membership will be automatically renewed for another two years. Otherwise their membership class will be downgraded - for instance from Gold Member to Silver Member.
- 2.6. Any Effective Spending Points, Cash Dollars and/or Effective Spending earned for membership enrollment, upgrade or renewal deducted due to Invalid Transaction which lead to Effective Spending falling under the required level of the membership tier, the related membership status shall be cancelled and/or downgrade (if applicable).
- 2.7. 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.
- 2.8. 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. Accumulated Effective Spending Points in different accounts cannot be combined.
- 2.9. 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 suspend or terminate the said account, and refuse to provide any current or future services (or any part thereof).

### 3. Membership Benefits

- 3.1. 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 Hong Kong and Macau. Membership offers and privileges are non-transferable and not valid for any person other than the registered Member.

### 4. Effective Spending Points

- 4.1. Members are awarded Effective Spending Points with purchases of designated watches, Jewellery items and 999.9 fine gold Items. (Only applicable to designated items, please refer to clause 4.2(ii)) at any Emperor Watch & Jewellery Stores.
- 4.2. Effective Spending Points are calculated as follows: 1 Effective Spending Point for every HKD1 spending on diamond, natural fei cui (jadeite), pearl, gemstone, K-gold, fixed-price gold, fixed-price platinum items and designated watches. 1 Effective Spending Point for every HKD4 spending on price-by-weight gold and price-by-weight platinum items (999.9 fine gold ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins and electroformed gold products are excluded). No Effective Spending Points will be accumulated for any purchase of designated discounted items, 999.9 fine gold ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins, electroformed gold products, non-designated watches, gift vouchers, corporate gift items and accessories, or any payment of service charges and deposit.
- 4.3. To accumulate Effective Spending Points, Members must present their registered (or renewed) mobile phone number prior to payment. Spending not recorded on the date of purchase will not be accumulated as Effective Spending Points under the Member's account.
- 4.4. Any Effective Spending Points, Cash Dollars and/or Effective Spending earned for membership enrollment, upgrade or renewal will be reversed if a transaction is canceled (hereinafter known as 'Invalid Transaction') and the membership status will be adjusted accordingly.
- 4.5. Effective Spending Points are not transferable. Points from different Members accounts cannot be combined.

## 5. Cash Dollars

5.1. Members can use their Effective Spending Points to redeem Cash Dollars that can be used as cash in their next purchase.

5.2. Every 200 Effective Spending Points can redeem HKD1 Cash Dollar. The amount of Cash Dollars to be used cannot exceed 50% of the actual net spending amount in single invoice. For instance:

<b>Effective Spending Points</b>	<b>Cash Dollars (\$)</b>	<b>Effective Spending Points</b>	<b>Cash Dollars (\$)</b>
200	1	20,000	100
400	2	40,000	200
600	3	80,000	400
800	4	120,000	600
1,000	5	140,000	700
1,200	6	240,000	1,200
1,400	7	260,000	1,300
1,600	8	280,000	1,400
1,800	9	300,000	1,500
2,000	10	10,000,000	50,000

5.3. To use Cash Dollars, the Member must present valid ID Card.

5.4. Cash Dollars issued in the Hong Kong and Macau region can be used only in Emperor Watch & Jewellery Stores in Hong Kong or Macau.

5.5. The validity period of the Cash Dollars is the same as that of Effective Spending Points, and the records of the Company shall be final and conclusive.

5.6. A Member wishing to utilize Cash Dollars must inform the shop staff before payment is made. Once the transaction has been completed, any request to Cash Dollar redemption shall not be accepted.

### 5.7. Cash Dollars Usage Terms and Conditions

5.7.1. Cash Dollars can only be used in the purchase of diamond, natural fei cui (jadeite), pearl, gemstone, K-gold, 999.9 fine gold, platinum items and designated watches. It cannot be used to purchase other goods such as 999.9 fine gold ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins, electroformed gold products, non-designated watches, gift vouchers, corporate gift items and accessories, or any payment of service

charges and deposit.

- 5.7.2. Cash Dollars cannot be used with other discounts, gift vouchers, cash coupons, discount coupons and/or special offers.
  - 5.7.3. Cash Dollars cannot be exchanged for cash or service. No change will be given on Cash Dollars purchases.
  - 5.7.4. Cash Dollars regards as discount provided Members on purchases. The discounted amount shall not be awarded with Effective Spending Points. That is to say in the calculation of cash rebate or payment for returned goods (if any) only actual net spending is taken into account.
  - 5.7.5. Remaining balance of Effective Spending Points can be used in the next purchase for Cash Dollars redemption.
  - 5.7.6. Cash Dollars are settled in Hong Kong dollars. If necessary, Cash Dollars will be converted to MOP in accordance with the exchange rate published by the Company on the day of purchase.
- 5.8. Cash Dollars and/or Effective Spending Points redeemed in an Invalid Transaction (applicable only to error transactions canceled on the day of purchase) shall be returned to the Member's account (if any).
- 5.9. In a repurchase transaction (such as for carat diamond repurchases and carat jewellery repurchases), the repurchase amount shall be calculated according to the 'Merchandise Exchange/ Buy-back Guidelines, Hong Kong & Macau' & 'Terms and Conditions for the Sales and the After-Sales Services'. Cash Dollars used in the original purchase shall be returned to the Members (if any).
- 5.10. A product exchange transaction (such as exchange for a higher priced product) shall be subject to the 'Purchase and Exchange Transactions Terms and Conditions'. For avoidance of doubt, redemption of Effective Spending Points/Cash Dollars is not allowed in a product exchange transaction for payments in relation to: (a) the price difference; and (b) all craftsmanship and administrative cost. Cash Dollars used in the original purchase shall be returned to the Members (if any).
- 5.11. The redemption and use of Cash Dollars is subject to the Terms (including without limitation to terms on VIP Clubs, Invalid Transactions, repurchase and exchange transactions), and any additional terms and conditions put forward by the Company from time to time.
- 5.12. In case of dispute in relation to the Terms, including but not limited to the calculation of Cash Dollars/Effective Spending Points, the company reserves the right to final decision.

## 6. Suspension and Termination of Membership

6.1. 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.

## 7. Effective Spending Points Balance Inquiry

7.1. Members can check their Effective Spending Points record in person at any Emperor Watch & Jewellery Stores.

## 8. Personal Information

8.1. 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>).

## 9. Member's Responsibilities and Guarantee

9.1. Members must not:

9.1.1. Violate the Terms in any way; or

9.1.2. Misuse or abuse of the VIP Club or its membership offers and privileges including without limitation the following manner:

9.1.2.1. Conduct illegal or fraudulent activities;

9.1.2.2. Provide, or attempt to provide, false or misleading information;

9.1.2.3. Make untruthful statements to the Company, its subsidiaries, or associates;

9.1.2.4. Sell, transfer, or provide for resale or transfer of Member's offers and privileges.

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

9.2.1. Information submitted, or to be submitted (requested at the Company's discretion), for the purpose of maintaining the membership are true and accurate.

9.2.2. 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).

9.2.3. The Member or Applicant has read, understood, and has the ability, authorization, and is legal capable to comply with the Terms.

## 10. Responsibilities and Guarantee

10.1. 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:

10.1.1. Direct, indirect, special, and appropriate compensation; consequential, or punitive

damages; and

10.1.2. 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.

10.2. Subject to clause 10.3, 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.

10.3. 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.

## 11. Emperor Watch & Jewellery VIP Club Inquiry

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

Hong Kong and Macau :

Address : 25/F, Emperor Group Centre, 288 Hennessy Road, Wan Chai, Hong Kong.

Email : [ewjmarketing@emperorgroup.com](mailto:ewjmarketing@emperorgroup.com)

Website : <https://www.emperorwatchjewellery.com/en/vip-club.php>

## 12. Language

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

## 13. Law and Jurisdiction

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

Last update: Nov 2018