

## **Terms & Conditions for Diamond VIP Membership Program**

### **1. Application of the Terms & Conditions**

- 1.1. These Terms and Conditions form the agreement between you, our Member, and us, Swire Resources Limited, the operator of a member reward program (“Diamond VIP Membership Program” or “the Program”). We will have other merchants to join the Program in the future (“Our Partner”) providing you more offer.
- 1.2. In these Terms and Conditions, meaning of certain terms shall be as follows:
  - a. “VIP Member” – a member of the Diamond VIP Membership Program
  - b. “Diamond VIP Membership” – the membership issued to you to enjoy your benefits under the program upon your successful application.
  - c. “Our shops” – means Catalog, Marathon Sports & GigaSports in Hong Kong & Macau, but excludes Outlets & Disposals venues.
  - d. “Bonus Point” – the standard benefit under the Program to be awarded to you when you make purchases at our shops.

### **2. Application of Membership**

- 2.1. To become a member of the program, you must meet certain recruitment terms and conditions. Most updated recruitment terms and conditions will be stated at shop(s). We have the rights to change the terms and conditions and recruitment schedule from time to time without prior notice.
- 2.2. To become a Diamond VIP member, you need to complete a Membership Upgrade Application Form and provide certain personal data. After that, you can enjoy member discount and start saving bonus points by providing the registered phone number upon purchase, but you cannot use the points at the moment. Once your application is approved, your Diamond VIP membership will be officially activated and you can use the bonus points to redeem rewards and offers.
- 2.3. Each person and mobile phone number can apply for one Diamond VIP membership only. After verification, all duplicate applications and related bonus points will be cancelled.
- 2.4. All information on the application form must be true and correct. We have the right to decline your application if there is any missing or unclear information on your application form.
- 2.5. If there is missing or unclear information on your application form, we will contact you by telephone / email to complete the necessary information. If you cannot provide the necessary information, we have the right to decline your application.
- 2.6. We may decline your application under circumstances as may be determined by us in our sole discretion.

### **3. Expiry of Membership**

- 3.1. If you have not purchased in any of our shops for 3 consecutive years, your membership will be terminated automatically. All bonus point(s) accumulated will be obsolete.
- 3.2. You will be bounded by the latest recruitment and conditions at the time if you reapply for a new membership.

## 4. Rewards and Offers

### 4.1. Discounts

- 4.1.1. You can enjoy up to 15% discount on selected regular priced items and extra 5% discount on selected sale items when you purchased in our shops. (Discount offer at shops will be final)
- 4.1.2. Discount cannot be applied to labelled items, concessionaire products and gift certificates.
- 4.1.3. Discount cannot be used in outlets and disposal venues.
- 4.1.4. Discount cannot be used in conjunction with other promotion coupons.

### 4.2. Bonus Point

- 4.2.1. You can earn bonus point at the rate of 1 point for every HK\$1.0 when you purchase at our shops.
- 4.2.2. Bonus points will be calculated on the net purchase amount after deducting the value of any cash coupons, promotion coupon or discount of any kind. Bonus points will not be calculated on cents. For example, if the net purchase is \$188.9, bonus points will be issued base on your net purchase value of \$188.0.
- 4.2.3. To ensure the bonus points earned have a validity period of more than half a year, bonus points will be expired every half a year in end of June and December respectively. Example as follow:
  - Bonus points earned from November 15<sup>th</sup> to December 31<sup>st</sup>, 2010 will be expired on June 30<sup>th</sup>, 2011.
  - Bonus points earned from January 1<sup>st</sup> to June 30<sup>th</sup>, 2011 will be expired on December 31<sup>st</sup>, 2011.
  - Bonus points earned from July 1<sup>st</sup> to December 31<sup>st</sup>, 2011 will be expired on June 30<sup>th</sup>, 2012.

Invoice Date (YYYY/MM/DD)	Net Purchase (HK\$)	Bonus Points Earned	Bonus Points Redeemed	Balance	Bonus Expiry Date (YYYY/MM/DD)
2010/11/15	\$2,000.9	2,000points		2,000points	2011/06/30
2010/12/13	\$1,500.4	1,500points		3,500points	2011/06/30
2011/02/08	\$600	600points		4,100points	(3500pts) 2011/06/30
					(600pts) 2011/12/31
2011/06/20			3,000points	1,100points	(500pts) 2011/06/30
					(600pts) 2011/12/31
The unused 500 bonus points will be cleared out on 2011/06/30, the remaining balance will be 600 points					
2011/07/01	\$1,300.7	1,300 points		1,900points	(600pts) 2011/12/31
					(1,300pts) 2012/06/30

- 4.2.4. You may earn extra bonus points when purchase selected product(s) during promotion period. These extra bonus points may not be shown on the invoice. Related terms and conditions will be posted at our shop(s).
- 4.2.5. Discount & bonus points will not be rewarded for selected product(s) or when you are entitled to some other benefits or as a member of the programs.

No VIP discount will be offered for purchase of gift certificates. Notices of such restrictions will be posted at our shop(s) for your information.

4.2.6. All bonus points earned from purchase will be updated within 3 working days from the date of your purchase. You can use your bonus points only when it is update to your member account.

4.2.7. Bonus points are personal to you and they are not transferable or assignable to others.

#### 4.3. Birthday Reward

4.3.1. You can enjoy double bonus reward for the first purchase in your birth month. These bonus points will be rewarded to your member account in the month after your birth month.

Example: If your birth month is August

Invoice Date (YYYY/MM/DD)	Payment	Basic Bonus Point(s) Earned	Extra Birthday Bonus Point(s)
2010/08/10	\$1,200	1,200points	1,200 points
2010/08/15	\$500	500points	0points
2010/08/18	\$300	300 points	0points
Total Birthday Bonus:			1,200
1,200 points will be rewarded to you Before September 30, 2008			

4.3.2. Birthday offer will be available after your Diamond VIP membership application is approved.

#### 4.4. Other Bonus Reward and Promotions

Benefits, including bonus points, offered during one-off promotion will be governed by the terms and conditions of the specific promotion and may expire after the end of that promotion. Related terms and conditions will be posted at our shop(s).

#### 4.5. Use of Bonus Points

4.5.1. From time to time, you may redeem different gift(s) or coupon(s) using your Bonus Point. Related terms and conditions will be posted at our shop(s).

4.5.2. You may use your bonus points to redeem special gifts or use your bonus points to enjoy special discount on selected items during one-off promotion.

4.5.3. Maximum 10,000 points can be used to redeem cash coupon in each month.

4.5.4. The bonus points record as shown on our cashier system will be final.

#### 4.6. Entitlement of Member Privileges

4.6.1. Your Diamond VIP membership and all related offers are not transferrable or assignable to others. We will not compensate the loss of your bonus points due to such factor.

4.6.2. You are required to provide your registered mobile phone number before purchase to enjoy the member privileges

4.6.3. You are required to provide your registered mobile phone number and valid identity card in order to redeem gift(s) or coupon(s) with bonus points. If you are not able to provide sufficient information, we reserve the right to deny your gift or coupon redemption.

4.6.4. We will have other non-member promotions running at our shop(s). Some promotion offers cannot be used in conjunctions running at our shop(s). Some promotion offers cannot be used in conjunction with your member

privileges. Terms and conditions of these promotions will be posted at our shops.

## **5. Return and Refund**

- 5.1. If you are entitled to an exchange or refund in relation to any goods purchased, the (i) bonus points awarded and/or (ii) good(s) and coupon(s) redeemed in that transaction will be deducted from and adjusted when the exchange / refund is made. Under any circumstances on the recruitment terms and conditions at the time, we may cancel your membership.
- 5.2. All gifts redeemed by bonus points and all products purchased with bonus points cannot be exchanged or refunded.

## **6. Cancel of Membership**

- 6.1. If you want to cancel your Diamond VIP membership, you need to fill in the “Enquiry Form” and return it to one of our shops. Upon return of this form, you will lose all member privileges and unused bonus point(s). To avoid mishandling, you are required to provide valid identification for verification.

## **7. Others**

- 7.1. As the program operates through systems which rely on telecom & electricity networks etc., which is beyond our control, we cannot always guarantee the program operates at all times. However we will make all reasonable efforts to ensure our system supports the operations in connection with program.
- 7.2. We may update our program details, offers, promotions, etc. These items will also be bounded by above mentioned and all related terms and conditions.
- 7.3. If we are going to terminate the program, we shall give you at least 3 months’ notice by advertising in major newspaper, as well as on Catalog, Marathon Sports and GigaSports webpage.
- 7.4. If you breached or we have reasonable ground to believe that you have breached these terms and conditions, we may suspend or terminate your membership and seek to recover any damages that your breach may have caused to us and/or our partners.
- 7.5. We have the right to demand any reasonable claimed from our costs, expenses, losses and damages as a result of your breach or your consent to he third parties to breach these terms & conditions.
- 7.6. We may take changes to these terms and conditions from time to time without prior notice to you. A copy of the latest version of these terms and conditions will be available on Catalog, Marathon Sports and GigaSports webpage.
- 7.7. Staffs of Swire Resources Limited are not allowed to join this program.
- 7.8. If there is any inconsistent or conflict between the English and Chinese versions, the English version shall prevail.
- 7.9. Decisions of Swire Resources Limited on the above terms are final.

Hotline: 852-2310-6251