

SMARTONE PLUS TERMS AND CONDITIONS

1 About SmarTone Plus

1.1 SmarTone Plus

“**SmarTone Plus Membership**” is a membership program operated by S Rewards Limited. A SmarTone Plus Member will be able to enjoy various rewards and privileges offered by or through SmarTone Plus Membership.

1.2 Definitions

- a) “**Terms and Conditions**” means these terms and conditions that govern the operation of SmarTone Plus and SmarTone Plus Members together with all updates, additional terms and all of SmarTone Plus rules and policies.
- b) “**SmarTone Plus Member**” means an Eligible Customer or individual person who has successfully registered as a SmarTone Plus Member.
- c) “**Designated Service Plan**” means the list of designated mobile service plans determined by SmarTone to be eligible for SmarTone Plus Membership and the list of designated service plans which are determined by a Service Company to be eligible for SmarTone Plus Membership.
- d) “**Eligible Customer**” mean an individual person who subscribed to a Designated Service Plan (excluding corporate customers or customers registered with business registration) and the Service account is in good standing with the Service Company throughout the term of the Service.
- e) “**SmarTone Plus Eligible Spending(s)**” (applicable to SmarTone Plus Membership) means spending(s) eligible to be accounted for SmarTone Plus Membership, calculated based on the invoice amount of Designated Service Plan monthly charges on each registered mobile number (excluding monthly fee rebate, payment adjustments, and various reward offers), value-added service charges, thereafter charges, IDD and roaming service charges. SmarTone Plus Eligible Spending(s) excludes any prepaid SIM cards, deposits, credits, debits, reward rebates, write offs, donations, penalties, or any prepayments, rebates or payments related to the purchase of handset. All spending(s) from primary cardholder and secondary cardholders of “**Super Care Family Plan**” will be credited to the SmarTone Plus Eligible Spending(s) of the primary cardholder only.
- f) “**SmarTone x The Point Eligible Spending(s)**” (applicable to SmarTone x The Point Collaboration Program) means the spending(s) based on the invoice amount of handsets or accessories purchase, monthly mobile/broadband/home service Designated Service Plan charges (excluding the monthly fee rebate, payment adjustments, reward rebates, and various reward offers), value-added service charges, thereafter charges, IDD and roaming service charges. SmarTone x The Point Eligible Spending(s) excludes any prepaid SIM cards, direct carrier billings, deposits, credits, debits, write offs, donations, penalties, Point Dollar, or prepayment rebated in any form or as a waiver.
- g) “**Eligible Spending Period**” refers to the 12 months prior to our determination of SmarTone Plus Membership eligibility for a customer.

- h) **“Member Benefits”** means any offers, privileges, rewards and/or promotions offered to SmarTone Plus Members by us and/or Service Company individually or in association with designated Merchant(s).
- i) **“Merchant”** means an organization or company that provides benefits to SmarTone Plus Members from time to time as decided by us.
- j) **“Service”** means the relevant service provided by the Service Company.
- k) **“Service Company”** means SmarTone or a company of the SmarTone Group which provide the relevant Service(s).
- l) **“SmarTone”** means SmarTone Mobile Communications Limited.
- m) **“SmarTone Group”** means SmarTone Telecommunications Holdings Limited, any company which is a subsidiary or affiliate of SmarTone Telecommunications Holdings Limited. Companies in the SmarTone Group include, but not limited to, SmarTone Mobile Communications Limited and SmarTone Communications Limited.
- n) **“We/us”** means S Rewards Limited.

2 SmarTone Plus Membership

- 2.1 Eligible Customer automatically receive the corresponding SmarTone Plus Membership. SmarTone Plus Members obtain the corresponding SmarTone Plus Membership by subscribing for the Designated Service Plan.
- 2.2 SmarTone Plus Membership tier is determined based on subscription of certain Designated Service Plan or the cumulative Eligible Spendings during the Eligible Spending Period. Eligible Customer who has more than one Designated Service Plan can have multiple memberships. Each membership is registered with one mobile number or one Designated Service Plan. If the Eligible Customer's Designated Service Plan is terminated or expires, or if the Eligible Customer fails to accumulate the required Eligible Spendings within the Eligible Spending Period for his/her SmarTone Plus Membership, the validity period of his/her SmarTone Plus Membership and related benefits will be adjusted accordingly under these terms and conditions, he/she will continue to maintain SmarTone Plus Member status.
- 2.3 The SmarTone Plus Membership cannot be transferred to any third-party.
- 2.4 Eligible Customers who have subscribed or renewed Designated Service Plan will be given PriorityPlus™ Premium and PriorityPlus™ membership tiers, which are valid for 13 months. The validity period for Plus and Classic membership tiers will be same as the duration of the Designated Service Plan chosen by the SmarTone Plus Member. SmarTone Plus Membership will begin within 3 days of Service activation.
- 2.5 SmarTone Plus Members who have met the qualifying spending level within the Eligible Spending Period will have their membership upgraded (if SmarTone Plus Eligible Spending(s) reaches a higher tier) or renewed for another 12 months.
- 2.6 In case of any overlap between the current membership entitlement and new membership entitlement, the SmarTone Plus Member shall be entitled to a higher tier during the overlap period.

- 2.7 Eligible Customer may be eligible for a different SmarTone Plus Membership tier if he/she switches to a different Designated Service Plan before contract starts.
- 2.8 Registered owner of the mobile number has the right to terminate the entitlement to SmarTone Plus Membership.
- 2.9 We may change the SmarTone Plus Membership tiers according to the corresponding spending amount and membership period without prior notice.
- 2.10 In the event that a SmarTone Plus Member does not have any SmarTone Plus Eligible Spending within Eligible Spending Period or cancels his/her membership, the corresponding Member Benefits will be forfeited immediately.
- 2.11 In the event that a SmarTone Plus Member changes or cancels the Service contract, the corresponding membership tier and Benefits will be changed accordingly forthwith.
- 2.12 The relevant SmarTone Plus Eligible Spending(s) must be all made and paid for by mobile number. Third-parties are not allowed to use the SmarTone Plus Member's account number to earn any rewards and/or privileges. If a SmarTone Plus Member breaches this clause, the relevant rewards and/or privileges will be forfeited.
- 2.13 We reserve the right to terminate the SmarTone Plus Membership immediately if a SmarTone Plus Membership is used dishonestly (including but not limited to earning or redeeming points). The relevant Member Benefits or rewards and/or privileges will be forfeited immediately. We reserve the right to request the return of all redeemed rewards and/or privileges, and lodge a claim for compensation of any losses suffered. The SmarTone Plus Member in question shall have no right to object the arrangement.
- 2.14 If a SmarTone Plus Member breaches any of these Terms and Conditions, or if we have reasonable grounds to believe that these Terms and Conditions have been breached, we reserve the right to suspend or terminate his/her membership, and lodge a claim for compensation of any losses suffered.
- 2.15 We reserve the right to amend these Terms and Conditions, Privacy Policy, and Personal Information Collection Statement of SmarTone Plus.

3 Member Benefits

- 3.1 Details of Member Benefits are uploaded to smartoneplus.s-rewards.hk.
- 3.2 Member Benefits are exclusive to SmarTone Plus Members only and cannot be transferred to any third-party.
- 3.3 All service waivers, rewards and privileges cannot be exchanged for other rewards, refunded, replaced or transferred for cash under any circumstances.
- 3.4 To collect a gift, SmarTone Plus Member is required to present a valid eCoupon, original redemption letter, and proof of identity at the specified redemption location.

- 3.5 We are not liable for lost or stolen reward vouchers, cash vouchers, certificates or tickets.
- 3.6 To enjoy the Member Benefits, SmarTone Plus Members are required to present the valid membership eCard to the Merchant as proof of membership. Respective Merchant's terms and conditions apply.
- 3.7 The use of offers and/or cash vouchers will be subject to the terms and conditions of the Merchant and/or supplier involved during the promotion period.
- 3.8 Unless otherwise specified, SmarTone Plus offer(s) cannot be used in conjunction with other offers.
- 3.9 We are not liable for the quality or availability of goods and services provided by the third-party Merchant and/or supplier.
- 3.10 We reserve the right to update, change or cancel the rewards, privileges, offers and relevant terms subject to the Merchant and/or supplier at any time without notice. SmarTone Plus Members can visit smartoneplus.s-rewards.hk regularly for the latest rewards and privileges.

4 About "The Point"

- 4.1 The Point is an integrated loyalty program covering selected malls and merchants under Sun Hung Kai Properties ("**SHKP**"). SmarTone Plus is a partner of The Point.
- 4.2 Eligible Customers (not available to customers who have registered service with any passport except China and Macau passports) who registered as SmarTone Plus Members will also be registered as "**The Point Members**" automatically. Existing SmarTone Plus Member of Eligible Customer can register as The Point Member while re-contracting, spending at SmarTone or via SmarTone CARE App. SmarTone will automatically bind SmarTone Plus Members' accounts of Eligible Customer registered via the aforementioned methods to The Point Member accounts on 1 December 2022.

Existing SmarTone Plus Members of Eligible Customer who have already registered as The Point Members have to bind the accounts manually in SmarTone CARE App. While binding the accounts, customers have to enter their The Point Membership number in SmarTone CARE App, and use the mobile number registered for The Point Membership to receive a one-time password before completing the instructed procedures to verify their The Point Membership to complete the binding process.

- 4.3 The mobile number used to register for SmarTone Plus Membership of Eligible Customer must be the same as the one used to register for The Point Membership in order to bind the accounts.
- 4.4 After SmarTone Plus Member of Eligible Customer register and bind SmarTone Plus and The Point accounts, they can earn 1 "**The Point bonus point**" for every HK\$2 of SmarTone x The Point Eligible Spending at SmarTone after 1 December 2022 (amount less than HK\$2 will not be counted). Bonus points earned can be converted into The Point Dollar(s) or be used to redeem other exciting rewards on The Point Mobile App.
- 4.5 Mobile numbers of primary cardholder of "Super Care Family Plan" or add-on SIM plans will be used to register and bind to The Point account. Upon binding, SmarTone x The Point Eligible

Spendings made by the customers (including secondary cardholders) will earn them The Point bonus points and will be credited to the primary cardholder's The Point Member account.

- 4.6 If the SmarTone Plus Member of Eligible Customer change mobile number after binding The Point Member account and SmarTone Plus Member account, SmarTone Plus Member of Eligible Customer must use the new mobile number to register for SmarTone Plus Membership and rebind it to The Point Member account registered with the new mobile number, before they can continue to earn The Point bonus points by making SmarTone x The Point Eligible Spending(s) at SmarTone (SmarTone will cancel the binding of old mobile number with The Point, and The Point bonus points earned with old number will be kept in the original account and will not be transferred to The Point Member account registered with new number. The Point bonus points earned from hereafter will be issued to The Point Member account registered with the new mobile number).
- 4.7 SmarTone Plus Member of Eligible Customer who have more than one Designated Service Plans under the Service Company can select one mobile number or contact number registered with one of the Designated Service Plans to bind to The Point Membership in SmarTone CARE App, before they can earn 1 The Point bonus point for every HK\$2 of SmarTone x The Point Eligible Spending at SmarTone. Eligible Customers can also change to or bind with another Designated Service Plan's registered mobile number via SmarTone CARE App after.
- 4.8 Upon binding The Point Member account and SmarTone Plus Member, it cannot be cancelled (except in situations mentioned in term 4.6 and 4.7).
- 4.9 SmarTone Plus Member of Eligible Customer who subscribe or re-contract to Designated Service Plans will automatically become The Point member and bind to The Point member account, and also agree to authorise Service Company to provide The Point with their personal information for The Point Membership registration, The Point account binding and point redemption. Personal information includes but not limited to title, name, mobile number, spending records, birthday month, age and change of email address.
- 4.10 SmarTone Plus Member of Eligible Customer explicitly agree to the exchange of their personal data between Service Company, SmarTone Plus and The Point for the purpose of membership program. SmarTone Plus and The Point will use and handle the personal information collected according to their respective Privacy Policy and Personal Information Collection Statement. SmarTone Plus (<https://smartoneplus.s-rewards.hk/index>). The Point (<https://www.thepoint.com.hk/en/privacy-policy.html>).
- 4.11 SmarTone Plus and The Point reserve the right to change the Terms and Conditions without prior notice, all new and updated terms will be published in the respective mobile apps and websites.
- 4.12 If a SmarTone Plus Member of Eligible Customer chooses to terminate The Point account, he/she must submit a request to The Point directly. Once The Point account is terminated, the SmarTone Plus Member can no longer earn The Point bonus points with SmarTone x The Point Eligible Spending(s) at SmarTone.
- 4.13 About The Point rewards member program details, please visit The Point website (www.thepoint.com.hk/en/) or The Point mobile app.

5 Earning The Point bonus points

- 5.1 Upon registering and binding SmarTone Plus and The Point accounts, SmarTone Plus Member of Eligible Customer can earn 1 The Point bonus point for every HK\$2 of SmarTone x The Point Eligible Spending at SmarTone from 1 December 2022 onwards (not applicable to The Point birthday point arrangements). Any spending made with Point Dollar cannot be used to earn The Point bonus points. SmarTone Plus Members who have questions regarding its application and/or limits, please contact SmarTone for further enquiries.
- 5.2 The relevant SmarTone x The Point Eligible Spending must be all made and paid for by the SmarTone Plus Member of Eligible Customer to be deemed valid. Third parties are not allowed to use the SmarTone Plus Member's account number to earn any rewards and/or benefits. If a SmarTone Plus Member breaches this clause, the relevant rewards and/or benefits will be forfeited. Upon successful completion of The Point bonus point registration with "Automatically Earn The Point bonus point" function, the corresponding machine-printed receipt and electronic payment slip cannot be used repeatedly via other The Point bonus point registration means.
- 5.3 SmarTone CARE app will show The Point total points that has been linked with The Point account (the total points are the same as the one shown in The Point mobile app) and customer's SmarTone point record.
- 5.4 Upon making SmarTone x The Point Eligible Spending(s) and payment, The Point bonus point(s) will be credited to the The Point Member's account within 10 days. Bonus points earned from monthly bill will be issued after payment of the relevant monthly bill and will be credited to your The Point account within 10 days after the next bill date.
- 5.5 The total The Point bonus points shown on SmarTone CARE system is final. SmarTone Plus do not accept any claim of missing The Point bonus points after transaction.
- 5.6 If an Existing SmarTone Plus Member of Eligible Customer needs to change SmarTone Plus registered mobile number, the member needs to re-register for The Point account and rebind the two accounts. Points earned on the old The Point account will not be transferred to the newly bound The Point account.
- 5.7 If an Existing SmarTone Plus Member of Eligible Customer refunds the purchased handset or accessories (including full or partial refund), the corresponding The Point bonus points earned will not be credited to the member's The Point account. Points credited will also be revoked.
- 5.8 If an Existing SmarTone Plus Member of Eligible Customer has a fee adjustment after the issue of bonus points from SmarTone's monthly bill, the credited The Point bonus points will be adjusted accordingly to SmarTone x The Point Eligible Spending.
- 5.9 Each SmarTone Plus Member of Eligible Customer can earn unlimited The Point bonus points via making SmarTone x The Point Eligible Spending(s) at SmarTone (except for individual promotions, for the maximum The Point bonus points that can be earned for each transaction, please refer to the respective terms and conditions).
- 5.10 The Point bonus points shall have no cash value and cannot be exchanged for cash. Points cannot be sold, bought, transferred or moved to other accounts.

- 5.11 The Point bonus points have two expiry dates each year, 31 March and 30 September. This means that points earned from 1 October in the previous year to 31 March this year will expire on 31 March of the next year, and must be used to redeem rewards on or before 31 March of the next year. Points earned from 1 April to 30 September this year will expire on 30 September of the next year, and must be used to redeem rewards on or before 30 September of the next year. Expired points will be forfeited automatically. Please visit The Point's website or Mobile App for related terms and conditions.
- 5.12 Upon registering and binding SmarTone Plus and The Point accounts, SmarTone Plus Member of Eligible Customer will automatically earn the basic The Point bonus points from The Point participating shopping malls upon spending at SmarTone in The Point participating malls. The system will automatically provide The Point with eligible spending receipts and customer mobile phone number for bonus point registration. SmarTone Plus Members will automatically earn an extra 1 basic The Point bonus point for Every HK\$1 spent (applicable to spending receipts of HK\$1 or more, amount less than HK\$1 will not be counted). Eligible receipts include the receipts of purchase of designated handsets/accessories (including receipts paid by cash. For installment payment, the full amount listed on the merchant's machine-printed receipt will be counted towards redemption. For deposit payment and corresponding balance payment, the amount listed on the respective merchant's machine-printed receipts will be counted towards redemption), while the following spending amount are not eligible for The Point bonus point registration, including but not limited to value-added services (including Apple Care and SmarTone Screen Replace), telecommunication fees, monthly fee, purchase of prepaid cards/calling cards, fines, compensation, trade-in transactions or product redemptions, rebate, online shopping (excluding online handset preorder deposit), the purchase and use of gift certificates, cash coupons, eCoupons, Point Dollar, SHKP Mall Gift Certificates, SHKP Mall e-Gift Certificates. For details of the terms and conditions, please visit The Point website or mobile app.
- 5.13 We/SHKP reserve the right to terminate the membership of any Existing SmarTone Plus Member of Eligible Customer immediately if they are found using the SmarTone Plus Member account (including but not limited to registering member account, bonus points or redeeming rewards) in any dishonest way. The Existing SmarTone Plus Member of Eligible Customer's earned The Point bonus points will be forfeited immediately and no reward redemption will be allowed. We shall have the right to request a return of all redeemed rewards and to lodge a claim for compensation of any losses suffered by us. The individual in question shall have no right to object to such an arrangement.
- 5.14 We/SHKP shall have the right to cancel or deduct points that are granted to any members by error without prior notice.
- 5.15 SmarTone/SHKP will not bear any responsibility in any case of network problems, system malfunctioning, poor phone reception or blocking by third party applications that cause the delay, loss, mistake or corruption of an information transfer.
- 5.16 If an Existing SmarTone Plus Member of Eligible Customer breaches any of these Terms and Conditions, or if we have reasonable grounds to believe that these Terms and Conditions have been breached, the related The Point bonus points will be forfeited. We shall have the right to suspend or terminate that membership and lodge a claim for compensation of any losses suffered by S Rewards Limited.
- 5.17 In case of disputes related to bonus points, we and SHKP reserves the right of final decision.

6 Reward Redemption

- 6.1 SmarTone Plus Members of Eligible Customer are eligible to use selected The Point bonus point and enjoy discounted price (if applicable) to redeem Point Dollar or other exciting rewards on The Point mobile app. Upon confirmation of reward redemption, the corresponding bonus points will be deducted from the respective member's account, no cancellation or refund is allowed.
- 6.2 For more details on The Point bonus point redemption, please visit <https://www.thepoint.com.hk/en/terms-and-conditions.html>.
- 6.3 In case of disputes related to reward and privilege redemption, we, SHKP, relevant service or goods suppliers and Merchants reserve the right of final decision.

7 Limitation of Liability

- 7.1 In no event will S Rewards Limited, any company of SmarTone Group, their respective officers, directors, employees or agents, be liable to SmarTone Plus Member for any indirect, incidental, special punitive or consequential damages of any kind arising out of or in connection with SmarTone Plus whether the damages are foreseeable and whether or not we have been advised of the possibility of such damages.

8 Changes

- 8.1 We reserve the right, at any time and from time to time to update, revise, supplement and otherwise modify these Terms and Conditions and to impose new or additional rules, policies, terms, or conditions in relation to SmarTone Plus. Such updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions (collectively referred to in this Terms and Conditions as "Additional Terms") will be effective immediately and incorporated into these Terms and Conditions. The continuance of SmarTone Plus Membership will be deemed to constitute the SmarTone Plus Member's acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into these Terms and Conditions by this reference.

9 Assignment

- 9.1 SmarTone Plus Member shall not assign, transfer, convey, license or otherwise dispose of any of its rights and obligations under these Terms and Conditions to any other party without our prior consent.
- 9.2 We may appoint a third party, including an Affiliate, to provide SmarTone Plus to SmarTone Plus Member on SmarTone Plus's behalf or to perform any of the obligations of SmarTone Plus under these Terms and Conditions. For the purpose of this Clause "Affiliate" means, an entity which directly or indirectly controls, is controlled by, or is under common control within SmarTone Group.
- 9.3 SmarTone Plus may at any time transfer the ownership and/or operation of SmarTone Plus to any persons without notifying all SmarTone Plus Members individually. In the course of such transfer and for the purpose of ensuring a seamless transition, SmarTone Plus Member's

personal data retained with the SmarTone Plus will be subject to the administration of the new owner and/or operator.

- 9.4 Without prejudice to the right of SmarTone Plus to cancel a membership, no Member Benefits received from SmarTone Plus shall be sold, bartered or transferred unless it is explicitly approved SmarTone Plus. Any unapproved transfer, sale or barter will be void. We reserve the right to claim against the Members and other persons involved in such trading for damages and compensation.

10 Applicable Law

- 10.1 These Terms and Conditions shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.

11 Force Majeure

- 11.1 We shall not be liable for any loss or damage resulting from delay or failure to perform these Terms and Conditions in whole or in part where such delay or failure shall be due to causes beyond our reasonable control, or which is not occasioned by our fault or negligence, including but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning earthquakes and other natural calamities.

12 Non-Waiver

- 12.1 No failure or delay on the part of the parties hereto to exercise any right, power or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise by either SmarTone Plus Member or us of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

13 Severability

- 13.1 If any provisions of these Terms and Conditions shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of these Terms and Conditions. The illegal or invalid provision shall be deleted from these Terms and Conditions and no longer incorporated herein but all other provisions of these Terms and Conditions shall continue.

14 Entire Terms and Conditions

- 14.1 These Terms and Conditions embodies the entire understanding between the SmarTone Plus Member and us and there are no promises, terms and conditions, oral or written expressed or implied other than those contained herein.

15 Electronic Signature and Contracts

- 15.1 SmarTone Plus Membership includes the ability to enter into agreements electronically. SmarTone Plus Member acknowledges that his/her electronic submissions constitute his/her

agreement and intent to be bound by these Terms and Conditions. SmarTone Plus Member's agreement to be bound by electronic submissions applies to all records relating to all transactions enter through SmarTone Plus including notices of cancellation, policies and contracts.

16 No Liability, Warranties or Representations

- 16.1 The Member Benefits receive from or through SmarTone Plus may contain products or services supplied by third parties. The consumption of those products shall be at the Members own risk and we are not liable for any personal injury or property damage suffered by the users.
- 16.2 We make no warranties or representations, either expressed or implied with respect to type, quality or fitness of goods or services provided by or through SmarTone Plus.
- 16.3 We are not responsible for: (a) any loss or misdirection of, or delay in receiving, any membership application, correspondence, redemption requests, or general administration of handling benefits; (b) theft or unauthorized redemption of benefits; (c) any acts of omission of third parties; or (d) any errors published in relation to the description of the benefits.

17 Third Party Rights

- 17.1 Save for the Service Companies, no other party has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Law of Hong Kong) to enforce these Terms and Conditions and all other terms and conditions applicable to SmarTone Plus and/or to enjoy any benefit under these Terms and Conditions and all other terms and conditions applicable to SmarTone Plus.

18 Interpretation

- 18.1 Reference to the plural shall include this singular and vice versa; words importing a gender shall include every gender; references herein to any person shall include references to individual, firm, body corporate or unincorporated.
- 18.2 These Terms and Conditions are written in both English and Chinese. We have no liability for any incorrect or inaccurate translation in language version of these Terms and Conditions, nor for any cost, claim, loss or damages that the SmarTone Plus Member may suffer, sustain or incur as a result of mistranslation.
- 18.3 If there is any inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.