

SMARTONE PLUS TERMS AND CONDITIONS

1 SmarTone Plus

- 1.1 SmarTone Plus is a membership program operated by S Rewards Limited and is governed by the following terms and conditions contained herein (such terms and conditions, and as they may be amended by us from time to time at our sole discretion, are referred to as these "Terms and Conditions").
- 1.2 Subscription of the Designated Service Plan by an Eligible Customer is deemed to be an acceptance of these Terms and Conditions whereas the submission of an application for SmarTone Plus Membership by any Individual is deemed to be an acceptance of these Terms and Conditions.
- 1.3 A SmarTone Plus Member will be able to enjoy various rewards and privileges offered by or through SmarTone Plus Membership.

2 SmarTone Plus Membership

- 2.1 SmarTone Plus Membership has lifetime validity period unless terminated earlier pursuant to these Terms and Conditions.
- 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 or such other requirements which we may determine from time to time.
- 2.3 **We may at any time, with or without prior notice, review the SmarTone Plus Membership tiers and the criteria for eligibility to the SmarTone Plus Membership, or reassign a SmarTone Plus Member to another Membership tier as we may decide.**
- 2.4 **We are entitled to modify the structure (including membership tiers, validity period for each tier), benefits, contents and other features of the SmarTone Plus Membership (including but not limited to the Care App, Accumulated Spending, the Member Benefits, The Point, method to redeem the Member Benefits, conversion and expiration of The Point bonus points and/or The Point Dollars, these Terms and Conditions, joining programs of or having arrangements with new or other programs and termination of the SmarTone Plus Membership), at any time with or without prior notice. Although we will use reasonable efforts to notify SmarTone Plus Members of material changes to the SmarTone Plus Membership and/or to these Terms and Conditions, it is the responsibility of SmarTone Plus Members to keep themselves up to date in respect of SmarTone Plus Membership and these Terms and Conditions which will be posted at our website (<http://www.smartone.com> or www.s-rewards.hk). Any registration of the Qualified Spending, redemption of the Member Benefits, or your continued use of any of those services after the posting of such changes indicates your acceptance to any such modification. We will not be liable for any loss or damage resulting from any modifications to SmarTone Plus Membership, including but not limited to these Terms and Conditions.**
- 2.5 SmarTone Plus Member may have multiple memberships and each membership is registered with one mobile number or one Designated Service Plan. 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; or 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. **We reserve the right to request such SmarTone Plus Member to combine individual membership accounts into a single membership account with one number, one status. If such Member fails to take actions and/or provide verification documents to our satisfaction, we reserve the right to cancel duplicate membership accounts.**

- 2.6 If the Eligible Customer's Designated Service Plan is terminated or expires, or if the SmarTone Plus Member fails to accumulate the required Eligible Spendings within the Eligible Spending Period for his/her SmarTone Plus Membership, we reserve the right to downgrade the SmarTone Plus Membership tier to the lowest tier from the expiry of the current membership period.
- 2.7 The SmarTone Plus Membership are non-transferable and non-assignable and may only be used or enjoyed by that SmarTone Plus Member to whom the Membership is granted or issued.
- 2.8 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 (or such other period which we may post at our website). 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 a reasonable period from Service activation or the approval of application for membership (as the case may be).
- 2.9 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 (or such other period which we may post at our website).
- 2.10 Registered owner has the right to terminate his/her SmarTone Plus Membership by giving written notice to us.
- 2.11 In the event that a SmarTone Plus Member does not have any SmarTone Plus Eligible Spending within Eligible Spending Period or terminates his/her membership, the corresponding Member Benefits will be forfeited immediately.
- 2.12 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.
- 2.13 The relevant SmarTone Plus Eligible Spending(s) must be all made and paid for by SmarTone Plus Member. 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, SmarTone may forfeit the accrued rewards and/or privileges and suspend the membership accounts.
- 2.14 WE RESERVE THE RIGHTS TO SUSPEND OR TERMINATE A SMARTONE PLUS MEMBER'S MEMBERSHIP, EXCLUDE HIM/HER FROM SMARTONE PLUS, AND/OR REVOKE ALL THE OFFERS, REBATES AND/OR REWARDS THAT HAVE BEEN EARNED/ACCUMULATED BY HIM/HER IF WE DISCOVER OR SUSPECT THAT SUCH SMARTONE PLUS MEMBER: (A) ABUSES ANY OF SMARTONE PLUS' PRIVILEGES, THE OFFERS, REBATES AND/OR REWARDS; (B) TAMPERS WITH SMARTONE PLUS, THE OFFERS, REBATES AND/OR REWARDS; (C) ENGAGE IN ABUSIVE, DECEIT OR FRAUDULENT BEHAVIOR OR FRAUD IN RELATION TO THE SMARTONE PLUS, OFFERS, REBATES AND/OR REWARDS; (D) FAIL TO COMPLY WITH ANY OF SMARTONE PLUS TERMS AND CONDITIONS; (E) MAKE ANY MISREPRESENTATION OR FALSE STATEMENTS TO US; OR (F) VIOLATE APPLICABLE LAW, REGULATIONS OR OUR INTERNAL POLICY.**

2.15 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. **The SmarTone Plus Membership program, The Point bonus points, Member Benefits, and other related benefits and services are our sole property, and are not the property of SmarTone Plus Members. On cancellation of SmarTone Plus Membership for any reason, all unredeemed The Point bonus points, Member Benefits and other related benefits and services will be forfeited. The Point bonus points, Member Benefits and other related benefits and services have no cash value and we will not compensate or pay cash for any forfeited or unused The Point or Member Benefits.**

2.16 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 We may offer Member Benefits from time to time and all Member Benefits are offered subject to availability while stocks last (if applicable).
- 3.2 Member Benefits are exclusive to SmarTone Plus Members only and cannot be transferred to any third-party, unless otherwise approved by us. We reserve the right to charge reasonable fees for transferring points and Member Benefits between SmarTone Plus Member and his/her family members.
- 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 We are not liable for lost or stolen reward vouchers, cash vouchers, or tickets.
- 3.5 **We and/or Merchants may specify any number of The Point bonus points or Point Dollars which (i) may be issued to a SmarTone Plus Member for each SmarTone x The Point Eligible Event in an eligible transaction, or (ii) may be used by a SmarTone Plus Member required for redemption of Member Benefits from time to time.** To redeem the Member Benefits, SmarTone Plus Members are required to present a one-time QR Code (or such other evidence to our satisfaction) and the valid membership e-Card to us or the Merchant (as the case may be) as proof of membership within the designated validity period at designated location as stated. **SmarTone Plus Members who wish to redeem any Member Benefits agree to be bound by the applicable procedures, terms and conditions associated with those benefits, our terms and conditions and Merchant's terms and conditions.**
- 3.6 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. Unless otherwise specified, SmarTone Plus offer(s) cannot be used in conjunction with other offers.
- 3.7 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 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 can register as The Point Member while re-contracting, spending at SmarTone or via SmarTone CARE App (or such other platforms specified by us from time to time). SmarTone has automatically bound SmarTone Plus Members’ accounts of Eligible Customer registered via the aforementioned methods to The Point Member accounts with effect since 1 December 2022.

To be eligible to earn The Point bonus points arising from any SmarTone x The Point Eligible Spending, existing SmarTone Plus Members who have already registered as The Point Members have to bind the accounts manually in SmarTone CARE App (or such other platforms specified by us from time to time) prior to such SmarTone x The Point Eligible Spending. While binding the accounts, customers have to enter their The Point Membership number in SmarTone CARE App (or such other platforms specified by us from time to time), 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.

For the avoidance of doubt, those who could not bind the accounts successfully prior to such SmarTone x The Point Eligible Spending, they are not eligible to earn any The Point bonus points.

- 4.3 The mobile number used to register for SmarTone Plus Membership must be the same as the one used to register for The Point Membership in order to bind the accounts.
- 4.4 After a SmarTone Plus Member registers and binds SmarTone Plus and The Point accounts, he can earn “**The Point bonus point**” according to the terms and conditions of SmarTone and/or SmarTone Plus and the terms and conditions of The Point. **The number of The Points bonus points that such member will earn in each transaction at each SmarTone x The Point Eligible Event may be specified by us at any time without any prior notice.** The Point 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 The Point bonus points and will be credited to the primary cardholder’s The Point Member account.
- 4.6 If the SmarTone Plus Member changes his/her mobile number after binding The Point Member account and SmarTone Plus Member account, SmarTone Plus Member 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 earn The Point bonus points according to the terms and conditions of SmarTone and/or SmarTone Plus and the terms and conditions of The Point. Upon rebinding, The Point bonus points will be issued to The Point Member account registered with the new mobile number. We 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.

- 4.7 SmarTone Plus Member who has more than one Designated Service Plans under the Service Company can select one mobile number registered with one of the Designated Service Plans to bind to The Point Membership in SmarTone CARE App, before they can earn The Point bonus points via 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 thereafter.
- 4.8 Upon binding The Point Member account and SmarTone Plus Member account, it cannot be cancelled (except in situation mentioned in term 4.6 and 4.7).
- 4.9 SmarTone Plus Member 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://www.s-rewards.hk/english/PrivacyPolicy.pdf>).
The Point (<https://www.thepoint.com.hk/en/privacy-policy.html>).
- 4.10 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.
- 4.11 If a SmarTone Plus Member who has The Point account and wants to terminate his/her 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.
- 4.12 About The Point loyalty 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 Any SmarTone x The Point Eligible 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 SmarTone x The Point Eligible Spending must be all made and paid for by the SmarTone Plus Member 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.
- 5.3 SmarTone CARE app will show the records and the number of The Point bonus points that has been earned at SmarTone and linked with The Point account (the number of such The Point bonus points are the same as the one shown in The Point mobile app).
- 5.4 Upon making SmarTone x The Point Eligible Spending(s), each SmarTone Plus Member may earn The Point bonus point(s) in the manner as specified by us from time to time within the

designated period. If such member does not earn The Point bonus point(s) in such manner within such period, he shall be deemed to have given up those points and shall have no right to appeal against the entitlement whatsoever. For the avoidance of doubt, The Point bonus point(s) will not be automatically credited to The Point Member's account with effect from 23 February 2026.

- 5.5 The total number of The Point bonus points earned at SmarTone shown on SmarTone CARE system is final. SmarTone Plus do not accept any claim of missing The Point bonus points earned at SmarTone after transaction.
- 5.6 In the event that a SmarTone Plus Member (i) has earned any The Point bonus points in any transaction at SmarTone but such transaction is subsequently cancelled, refunded or reversed for whatever reasons; or (ii) obtains refunds for the purchased handset or accessories (including full or partial refund), The Point and we shall be entitled to cancel or deduct The Point bonus points earned from the said transaction(s) from the Member's account (including any The Point bonus points earned from the said transaction(s) during any **SmarTone x The Point** Eligible Event as may be in place from time to time).
- 5.7 Each SmarTone Plus Member may earn The Point bonus points via making SmarTone x The Point Eligible Spending(s) at SmarTone (for the maximum number of The Point bonus points that can be earned in each transaction, please refer to the respective terms and conditions).
- 5.8 The Point bonus points shall have no cash value and cannot be exchanged for cash. The Point bonus points cannot be sold, bought, transferred or moved to other accounts.
- 5.9 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.
- 5.10 We reserve the right to terminate the membership of any SmarTone Plus Member immediately if they are found using the SmarTone Plus Member account (including but not limited to registering member account, The Point bonus points or redeeming rewards) in any dishonest way. Upon termination, The Point bonus points earned at SmarTone 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.
- 5.11 We/SHKP shall have the right to cancel or deduct The Point bonus points that are issued to any members by error without prior notice.
- 5.12 We/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.
- 5.13 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, the related The Point bonus points earned at SmarTone 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.

- 5.14 In case of disputes related to The Point bonus points, we and SHKP reserve the right of final decision.
- 5.15 For any SmarTone Plus Member who successfully binds his/her The Point Member account prior to the Effective Date hereof, auto-earn arrangements will be terminated on 22 February 2026. For any SmarTone Plus Member who binds his/her The Point Member account after the Effective Date hereof, auto-earn arrangements are not applicable.

6 Reward Redemption

- 6.1 SmarTone Plus Member who has bound his SmarTone Plus Member account and The Point account is eligible to use The Point bonus points and enjoy discounted price (if applicable) and to redeem Point Dollar or other exciting rewards on The Point mobile app. Upon confirmation of reward redemption, the corresponding The Point 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 We and SHKP may accept or reject redemption requests according to (amongst others) whether any SmarTone Plus Member has successfully made SmarTone x The Point Eligible Spending for the redemption and whether the Member Benefits are still available. 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.**
- 7.2 **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. WE DO NOT GIVE ANY WARRANTY FOR THE QUALITY OR FITNESS OF ANY OF THE MEMBER BENEFITS AND ACCEPTS NO RESPONSIBILITY: (A) REFUSAL BY US, ANY OF OUR AFFILIATES AND/OR MERCHANTS TO OFFER MEMBER BENEFITS OR ACCEPT MEMBERSHIP E-CARD; (B) UNAVAILABILITY OF ANY OF THE MEMBER BENEFITS; AND (C) REFUSAL OF REPLACEMENT OR CHANGE OF ANY OF THE MEMBER BENEFITS OR COMPENSATION OR REWARD THEREOF BY US, ANY OF OUR AFFILIATES AND/OR PARTICIPATING MERCHANTS.**
- 7.3 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 SmarTone Plus

Members own risk and we are not liable for any personal injury or property damage suffered by the users.

7.4 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.

8 **Miscellaneous**

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. Any registration of the Qualified Spending, redemption of any benefits, or your continued use of any of our services after the posting of Additional Terms indicates your acceptance to any such modification. All Additional Terms are hereby incorporated into these Terms and Conditions by this reference.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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, lightening, earthquakes and other natural calamities.

- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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.

9 Applicable Law

- 9.1 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.

Effective Date: 15 January 2026

Version number: T&C-L001

Definitions

1. “Accumulated Spending” means the SmarTone Plus Eligible Spending(s) by a SmarTone Plus Member, which is qualified for accumulation under the SmarTone Plus Membership.
2. “SmarTone Plus Member” means a customer of SmarTone (whether an Eligible Customer or a former Eligible Customer), or an Individual (as defined below) who has successfully registered as a SmarTone Plus Member.
3. “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.
4. “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.
5. “SmarTone Plus Eligible Spending(s)” (applicable to SmarTone Plus Membership) means spending(s) eligible to be accounted for SmarTone Plus Membership arising from any activities, promotions, subscriptions and campaigns (and any other eligible event SmarTone or we may other determine) which SmarTone may determine from time to time (the “SmarTone Plus Eligible Event”). For the avoidance of doubt, 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 handsets or accessories and any other spending types which we may determine from time to time. All spending(s) from primary cardholder and secondary cardholders of “Super Care Family Plan” or “add-on SIM plans” will be deemed as the spending of the primary cardholder.
6. “SmarTone x The Point Eligible Spending(s)” (applicable to SmarTone x The Point Collaboration Program) means the spending(s) eligible to be accounted for SmarTone x The Point Collaboration Program arising from any activities, promotions, and campaigns (and any other eligible event SmarTone or we may other determine) which SmarTone may determine from time to time (the “SmarTone x The Point Eligible Event”). For the avoidance of doubt, SmarTone x The Point Eligible Spending(s) excludes relating to any deposits, credits, debits, reward rebates, write offs, donations, penalties, any prepayments, rebates or payments related to the purchase of handsets or accessories, monthly mobile/broadband/home service Designated Service Plan charges, value-added service, IDD and roaming service charges, prepaid SIM cards, direct carrier billings, Point Dollar, or prepayment rebated in any form or as a waiver.
7. “Eligible Spending Period” refers to the 12 months prior to our determination of SmarTone Plus Membership eligibility for a customer (or such other period which we may determine from time to time).
8. “Fraud” means fraud, dishonesty and deceit including but not limited to: (a) Providing false documents or information; (b) Knowingly supplying incorrect information to accrue The Point bonus points and/or Point Dollars; (c) altering documents to accrue The Point bonus points and/or Point Dollars; (d) Attempting to accrue The Point bonus points and/or Point Dollars by any person other than the SmarTone Plus Member; (e) selling, bartering and/or purchasing

The Point bonus points and/or Point Dollars including attempting to sell or transfer The Point bonus points and/or Point Dollars by means of internet based sales or auctions; or (f) Knowingly benefiting from the Fraud or misconduct of another Member or individual.

9. “Individual” means a natural person aged 18 or above, who is not an Eligible Customer, corporate customers or customers registered with business registration.
10. “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).
11. “Merchant” means an organization or company that provides benefits to SmarTone Plus Members from time to time as decided by us.
12. “Service” means the relevant service provided by the Service Company.
13. “Service Company” means SmarTone or a member of the SmarTone Group which provide the relevant Service(s).
14. “SmarTone” means SmarTone Mobile Communications Limited.
15. “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.
16. “SHKP” means Sun Hung Kai Properties.
17. “The Point” means The Point by SHKP.
18. “We/us” means S Rewards Limited.

