

TERMS AND CONDITIONS OF SMARTONE PLUS

1. About SmarTone Plus

1.1 SmarTone Plus

SmarTone Plus is operated by S Rewards Limited. A Member of SmarTone Plus will be able to receive and/or redeem various benefits offered by or through SmarTone Plus subject to the terms of this Agreement.

1.2 Definitions

- a) “Agreement” means the terms and conditions that govern the operation of SmarTone Plus and all its Members together with all updates, additional terms and all of SmarTone Plus rules and polices.
- b) “Designated Mobile Service Plan” means the list of designated mobile service plans which are determined by SmarTone to be eligible for SmarTone Plus membership.
- c) “Designated Service Plan” means the list of designated service plans which are determined by a Service Company to be eligible for SmarTone Plus membership.
- d) “Eligible Customer” means a registered personal customer with Hong Kong Identity Card, excluding customers registered under passport or business registration or corporate customers, of the relevant Service whose service account is in good standing with the Service Company throughout the term of the Service.
- e) “Eligible Spend” means the spending of Eligible Customer calculated based on the invoice amount of monthly service plan charges, value added service charges, thereafter charges, IDD and roaming service charges; excluding any deposit, credits, debits, rebates, write off, payment adjustments, donation, penalty, handset offer prepayment being rebated in any form or as a waiver from promotion campaign, or discounts of whatever nature set out in the invoice of Eligible Customer.
- f) “Member Benefits” means any offer, privileges, reward and / or promotion we decide to offer to Members by us and/or Service Company individually or in association with the Merchants.
- g) “Merchant” means an organization or company from whom you may enjoy Member Benefits as from time to time decided by us.
- h) “Qualified Customer” means an Eligible Customer whose cumulative Eligible Spend within the eligible spending period has met the qualifying spending level of SmarTone Plus membership tier. Eligible spending period refers to the Eligible Spend of the Qualified Customer in past rolling 12 months. ‘Qualified Customer’ also means an Eligible Customer who has subscribed or renewed a Designated Service Plan.
- i) “Service” means the relevant service provided by the Service Company.

- j) “Service Company” means a company of the SmarTone Group which provide relevant services.
- k) “SmarTone” means SmarTone Mobile Communications Limited.
- l) “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, without limitation, SmarTone Mobile Communications Limited, SmarTone Communications Limited.
- m) “You / Member” means an Eligible Customer of a Service Company who has been determined as qualified by us as a member of SmarTone Plus.
- n) “We / us” means S Rewards Limited.

2. Membership

- 2.1 Membership based on Eligible Spend is valid for 12 months. Membership will begin on the 1st day of the following month upon being qualified.
- 2.2 Membership based on Designated Mobile Service Plan is valid for 13 months. Membership will begin within 3 days from service activation.
- 2.3 Members who have met the qualifying spending level during the eligible spending period, their membership will be renewed for another 12 months.
- 2.4 Members who have renewed a Designated Mobile Service Plan during the membership period shall be entitled to a designated membership tier based on the service plan selected for 13 months. The membership will begin within 3 days from the service activation. In case of any overlap between the current membership entitlement and the new membership entitlement, the Member shall be entitled to a higher tier during the overlap period.
- 2.5 Customers of Service Company may qualify for a different membership tier if they switch to a new service plan before contract starts.
- 2.6 Membership is on each subscription line user basis with the Service Company and is personal to you, and cannot be transferred to another person.
- 2.7 In the case of mobile services provided by SmarTone, the registered owner of the mobile telephone number has the right to terminate the entitlement of the User’s mobile telephone number to SmarTone Plus.
- 2.8 We can decide at any time to change the membership tier without prior notifications.
- 2.9 In the event that a Member cancels or changes the Service with the relevant Service Company, the privileges of SmarTone Plus will immediately become invalid.

3. Becoming A Member

- 3.1 If you are a Qualified Customer and have accepted receiving promotional material and the use of personal data in Direct Marketing by us, you will automatically become a Member.

4. Member Benefits

- 4.1 Details of Member Benefits are set out in www.s-rewards.hk .
- 4.2 All service waivers, rewards, benefits and privileges are not exchangeable for other rewards or refundable, replaceable, or transferable for cash under any circumstances.
- 4.3 All membership benefits are not transferrable.
- 4.4 When you cancel your Service with the Service Company or your SmarTone Plus membership, you will no longer be entitled to Member Benefits.
- 4.5 To collect a gift, Member is required to present a valid eCoupon, original redemption letter or card and proof of identity at the redemption location specified.
- 4.6 We are not responsible for lost or stolen rewards, reward vouchers, certificates or tickets.
- 4.7 To enjoy the Members Benefits, Members are required to present the membership eCard to the Merchants to identify their member status. Respective Merchant's terms and conditions apply.
- 4.8 The use of the offers and / or cash vouchers will be subject to the terms and conditions of the Merchants involved during the promotion.
- 4.9 All offers under SmarTone Plus cannot be used in conjunction with any other offers.
- 4.10 We accept no liability for the quality or availability of goods and services provided by the relevant service, goods suppliers and Merchants.
- 4.11 All service waivers, rewards, benefits and privileges of SmarTone Plus are subject to availability and may be changed at any time without notice.
- 4.12 Member acknowledge that the Merchants and the Members Benefits may vary from time to time and that they may not be notified on individual basis about such changes. Members can check at www.s-rewards.hk .
- 4.13 We reserve the right to cancel, change or substitute the rewards, service waivers and cash vouchers or the conditions of such rewards, service waivers and cash vouchers at any time without notice.

5. Privacy Policy

- 5.1 Except as otherwise expressly provided for in this Agreement, SmarTone Plus is subject to our Privacy Policy at www.s-rewards.hk which is expressly made part of this Agreement. If you have not read the Privacy Policy, you should do so now.

- 5.2 Upon successful enrollment, Members appoint us as agent in accessing account and on-account information retained or controlled by the Service Company which provide the relevant services and storing such information in SmarTone Plus membership account whenever required and necessary for the operation of SmarTone Plus. The said information includes but is not limited to the types of services subscribed, usage, invoices, location and geographic data and all personal data stored in the service account which Members have registered at any time. Until the termination of membership with SmarTone Plus, Members must keep their personal information (including contract information, information relating to the Service provided by the Service Company such as invoice and balance, Hong Kong Identity Card number and other travel documents) update and accurate and allow us to cross-check with the Service Company, inspect and correct such information.
- 5.3 Members agree to allow the Service Company to access all the information stored in their membership account to ensure all contact information, identifying particulars and information relating to the Service provided by the Service Company are up to date and accurate. Members allow the Service Company to access and handle their membership account for the purpose of redemption of Member Benefits and/or to perform all things incidental to such redemption.
- 5.4 SmarTone Plus in the course of its operation and processing and managing the Members account will use and disclose to the extent necessary (e.g. for carrying out verification and audit) certain personal data to the Merchants or the Service Company.
- 5.5 Until the termination of membership with SmarTone Plus, Members agree, unless otherwise indicated, to receive notifications, news, marketing and other information of whatever kind and nature delivered through SmarTone Plus in whatever format through the use of the Members personal and geographical data including notice of products and services offered by SmarTone Plus and/or the Service Company's, rewards, loyalty or privileges program and products and services offered by our business partners including travel, dining, entertainment, appeal, health and beauty, education, household, transportations, banking, insurance and other consumer products and services.

6. Limitation of Liability

- 6.1 In no event will S Rewards Limited, any company of SmarTone Group, their respective officers, directors, employees or agents, be liable to you 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. Changes

- 7.1 We reserve the right, at any time and from time to time to update, revise, supplement and otherwise modify this Agreement 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 Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued membership with SmarTone Plus will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

8. Assignment

- 8.1 You shall not assign, transfer, convey, license or otherwise dispose of any of its rights and obligations under this Agreement to any other party without our prior consent.
- 8.2 We may appoint a third party, including an Affiliate, to provide SmarTone Plus to you on SmarTone Plus's behalf or to perform any of the obligations of SmarTone Plus under this Agreement. 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.
- 8.3 SmarTone Plus may at any time transfer the ownership and/or operation of SmarTone Plus to any persons without notifying all Members individually. In the course of such transfer and for the purpose of ensuring a seamless transition, your personal data retained with the SmarTone Plus will be subject to the administration of the new owner and/or operator.
- 8.4 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.

9. Applicable Law

- 9.1 This Agreement 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.

10. Force Majeure

- 10.1 We shall not be liable for any loss or damage resulting from delay or failure to perform this Agreement 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.

11. Non-Waiver

- 11.1 No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either you 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.

12. Severability

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

13. Entire Agreement

- 13.1 This Agreement embodies the entire understanding between you and us and there are no promises, terms and conditions, oral or written expressed or implied other than those contained herein.

14. Electronic Signature and Contracts

- 14.1 Your membership of SmarTone Plus includes the ability to enter into agreements electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Your agreement to be bound by electronic submissions applies to all records relating to all transactions you enter through SmarTone Plus including notices of cancellation, policies and contracts.

15. No Liability, Warranties or Representations

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. Third Party Rights

- 16.1 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 this Agreement and all other terms and conditions applicable to SmarTone Plus and/or to enjoy any benefit under this Agreement and all other terms and conditions applicable to SmarTone Plus.

17. Interpretation

- 17.1 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.
- 17.2 The terms and conditions of this Agreement are written in both English and Chinese. We have no liability for any incorrect or inaccurate translation in language version of this Agreement, nor for any cost, claim, loss or damages that you may suffer, sustain or incur as a result of mistranslation.