

## Terms of Use of K11 Mobile Application

PLEASE READ THIS END USER LICENSE AGREEMENT OF K11 MOBILE APPLICATION ("**EULA**"), TERM OF REWARDS ("**REWARDS TERMS**") IN RESPECT OF THE REWARD RPOGRAM ("**SERVICES**") AND THE GENERAL RULES (COLLECTIVELY, THE "**TERMS OF USE**") CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE K11 MOBILE APPLICATION (THE "**APPLICATION**") PROVIDED BY K11 CONCEPTS LIMITED ("**K11**").

BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE APPLICATION, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF USE.

IF YOU DO NOT AGREE TO THE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU MAY NOT USE THE APPLICATION TO WHICH THIS EULA APPLIES.

### EULA

#### 1. Licence

1.1. When you download the Application, K11 grants you a revocable, non-exclusive, non-sublicenseable and non-transferable license to use the Application only on a mobile device owned or controlled by you (your "**Device**") upon the terms contained herein.

#### 2. Third Party Terms and Conditions

2.1. This EULA permits you to use the Application subject to the usage rules set forth in the Apple Store Terms and Conditions ("**Usage Rules**"), Google's Terms of Use ("**Google Terms**"), the terms of use and/or other terms and conditions in specified in the website of K11 at <http://k11concepts.com> ("**Other Terms**"), whichever shall be the applicable. You hereby acknowledge you have already reviewed and accepted such Usage Rules, Google Terms and/or Other Terms.

#### 3. Restrictions on Use

3.1. Upon accepting this EULA, you undertake (i) not to copy the Application (other than for normal operation of the Application as permitted under this EULA, the Usage Rules, the Google Terms and/or the Other Terms (whichever shall be applicable)) nor to disassemble, decompile, reverse engineer or create derivative works from the Application; (ii) not to display, distribute or make the Application available on the Internet or any other network; (iii) not to sell, lease, rent, loan, redistribute, sub-lease or sub-license the Application; (iv) to supervise and control use of the Application in accordance with the terms of

this EULA, the Usage Rules, the Google Terms and/or the Other Terms (whichever shall be applicable); and (v) not to use the Application in any manner for immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.

- 3.2. Your access to and the ability to use the Application may be subject to other third party terms and conditions and privacy policies, including but not limited to those of application stores, mobile software platforms, gaming platforms and payment providers. You recognize and agree that K11 is not liable for any such third party terms and conditions and their use of your personal data.

#### **4. Collection and Use of Information**

- 4.1. All personal data collected from the Application may be used by K11 for all purposes of daily operation, administration of subscriber records, research and development, advertising, marketing, public relations and direct marketing (including joint marketing), communicating news and information, identification, processing of purchase orders or provision of goods, services, benefits, offers and promotions or others tailored to needs, fundraising, information and database administration and other directly related purposes. K11 may transfer to or share your personal data with K11 Group Limited, New World Development Company Limited, Chow Tai Fook Jewellery Group Limited, their respective holding companies, associated companies, fellow subsidiaries and any company in which any of the above has any interest (collectively “**New World Group**”) and the business associates, partners, agents, contractors, suppliers and service providers of K11 with or outside the Hong Kong Special Administrative Region (“**Hong Kong**”). You have rights of access and correction for the relevant personal data held by K11 by contacting K11’s Personal Data Privacy Officer. K11’s Privacy Policy Statement set out at <http://www.k11concepts.com/en/others/privacy.aspx> shall be applicable herein.

#### **5. Consent to Public Display of Data**

- 5.1. You understand and acknowledge that your information may be disclosed under and/or through the download or use of the Application to the public, whether through the internet or by any other means.

#### **6. Third Party Websites and Services**

- 6.1. K11 may provide access to websites and services, or contains advertisements of goods or services, of third parties (collectively, the “**Third Party Materials**”), which K11 does not control and for which K11 disclaims all responsibility. You use such websites and services at your own risk and K11 shall not be responsible for the actions of those third parties in any event.

## **7. Disclaimer**

- 7.1. The Application and the contents provided therein are provided on an "as is" and "as available" basis. K11 hereby disclaims to the fullest extent permitted by law all warranties, conditions, undertakings, representations and terms, whether express or implied, statutory or otherwise, with respect to the Application and your use of the Application is at your own risk.
- 7.2. You also understand that K11 is not responsible for the security or privacy of communications sent via the Application and/or the Service, including without limitation, where the Application and/or the Service is being accessed via wireless devices or other equipment used to access the Application and/or the Service.

## **8. Disclaimer of Warranties**

- 8.1. Without limiting clause 7, you hereby acknowledge that:-
  - 8.1.1. K11 makes no representations or warranties of any kind, whether express or implied, with respect to the operation, condition, quality, performance or accuracy of the Application, the fitness for any particular purpose or non-infringement of third party rights;
  - 8.1.2. K11 does not warrant that the Application will be error-free or that any such errors will be corrected. In particular, K11 assumes no responsibility for any interruption of the downloading of the Application, interference with other software, programs or applications in your Device or any other technical defects which may occur from time to time; and
  - 8.1.3. K11 also makes no representation that the Application is free of virus or other harmful computer codes or components. You will be solely responsible for any damage to your Device or loss of data that results from the downloading or use of the Application.

## **9. Limitation of Liability**

- 9.1. To the fullest extent permissible by applicable law, in no event shall K11 be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer failure or malfunction or any other form of direct or indirect, special, incidental, consequential or punitive damages from any causes of action arising out of or related to the Application, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not K11 has been advised of the possibility of such damage. In no event shall K11's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the application.
- 9.2. You use the Application at entirely your own risk. You agree to bear all possible

risks associated with the use of the Application.

#### **10. No Support or maintenance Obligation**

10.1. K11 reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Application (or any part thereof) with or without notice. You agree that K11 shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Application. K11 may also impose limits on certain features and services or restrict your access to parts or all of the Application without notice or liability. K11 has the sole discretion to decide whether to provide maintenance and support services with respect to the Application.

#### **11. Termination**

11.1. Your rights under this EULA will terminate immediately and automatically without any notice from K11 if you fail to comply with any of the terms and conditions of this EULA. Promptly upon termination, you must cease all use of the Application and destroy all copies of the Application in your possession or control. Termination will not limit any of K11's other rights or remedies at law or in equity. Clauses 7 and 8 shall survive termination or expiration of this EULA for any reason.

#### **12. Indemnification**

12.1. You agree to indemnify and hold harmless K11 and its affiliates, officers, directors, employees, consultants, agents and anyone providing information or software used in the Application and/or the Service from any and all claims arising from, related to, or incidental to your use of the Application and/or the Service.

#### **13. Intellectual Property**

13.1. This Application and any information available on it, including text, graphics, icons, images and trademarks, are protected by copyright, trademark and other intellectual property rights owned or controlled by K11 or by third parties. You must not copy, reproduce, upload, download, transmit, store in retrieval system, modify, alter or display in public or distribute in any way the contents or any part of this site for any purpose without our prior written permission.

#### **14. Amendment of this EULA**

14.1. K11 reserves the right to modify or amend this EULA from time to time without notice. Your continued use of the Application following the posting of changes to the Agreement will mean you accept those changes.

### **REWARDS TERMS**

## **15. Redemption Stamp**

15.1. With the Application, you may earn redemption stamps by performing in accordance with the instructions specified in the alert messages in the Application and/or under the Service. You may at most earn 2 stamps per day. You may have to log in your registered reward account and/or Facebook account from within the application.

## **16. Expiration of Stamp**

16.1. Each redemption stamp will expire on the expiration date specified thereon and at 23:59 p.m. Hong Kong Time on the expiration without any notice.

## **17. Redemption Coupon**

17.1. With number of redemption stamps as may be specified by K11 from time to time at K11's sole discretion, you may earn a redemption coupon.

## **18. Expiration of Redemption Coupon**

18.1. Each redemption coupon will expire on the expiration date specified thereon and at 23:59 p.m. Hong Kong. If the redemption coupon is transferred to a person other than the person to whom the redemption coupon is first issued before the expiration, then in such circumstances a new expiration day will be designated to and specified on the transferred redemption coupon.

18.2. An original redemption coupon can either be used or transferred once. A transferred redemption coupon can only be used once and cannot be transferred.

## **19. Gift Redemption**

19.1. Holder of a valid redemption coupon may redeem one designated gift by presenting the redemption coupon in the prescribed manners and at the participating merchants in K11 Art Mall before the expiration of the redemption coupon and subject to other terms and conditions specified thereon (if any). You may view a list of available gifts in the Application.

19.2. Redemption must be made within the opening hours of the relevant participating merchants.

## **20. Limited Stock**

20.1. Gifts are offered on a first-come-first-served and while-stock-lasts basis.

## **21. No exchange of Gift**

21.1. Redemption stamps, redemption coupons and/or gifts have no cash value and cannot be exchanged for cash or other goods.

## **22. Gift Information**

22.1. Pictures and details of the gifts contained in the Application are for reference only. K11 does not make any guarantee that the gifts shall be in conformity with such pictures and details.

### **23. No Liability**

23.1. K11 does not warrant that (a) the gifts redeemed (if applicable) are of any merchantable quality and/or fit for any purpose and (b) the services redeemed (if applicable) must be carried out with reasonable care and skill and/or within a reasonable time, and/or any materials supplied in connection with the services must be reasonably fit for the purpose for which they were supplied.

### **24. Termination of Service**

24.1. K11 has the right to suspend, terminate or cancel the Service at any time without any prior notice.

### **25. Amendment**

25.1. K11 has the right to amend any terms or conditions of these Rewards Terms at any time without any prior notice.

## **GENERAL RULES**

### **26. Eligibility**

26.1. You must be aged eighteen (18) years or above to download or use the Application and/or the Service. By clicking the "ACCEPT" button, you represent and warrant that you are aged 18 years or above.

### **27. Access**

27.1. You must provide at your own expense the internet connections or devices and/or service plans to access and use the Application and/or the Service. K11 does not guarantee that the Application and/or the Service can be accessed on your Device or all devices or wireless service plans. K11 does not guarantee that the Application and/or the Service is or are available in all geographic locations. You acknowledge that when you use the Application and/or the Service, your wireless carrier may charge you fees for data, messaging and/or other wireless access. You shall be solely responsible for any costs you incur to access the Application from your Device and/or the use of the Application and/or the Service.

### **28. Equipment required**

28.1. You must provide your Device and other equipment necessary to make access to the Application and/or the Service at your own costs. K11 does not warrant that the Application will be compatible or interoperable with your Device and/or other piece of hardware, software, equipment or device installed on or used in connection with your Device.

### **29. Different versions**

29.1. The terms of this EULA will also govern any revisions, updates or upgrades that

K11 may from time to time provide to substitute and/or supplement the original Application, unless a separate end user licence agreement or other agreement is provided for the revisions, updates or upgrades in which case the terms of that licence agreement or other agreement will govern the revisions, updates or upgrades.

### **30. Severability and Survival**

30.1. If any provision of this EULA and/or the Rewards Terms is held by any court or other competent authority to be void or unenforceable in whole or part, this EULA and/or the Rewards Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

### **31. No Waiver**

31.1. No failure or delay by K11 in exercising any right, power or remedy under this EULA and/or the Rewards Terms shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

### **32. Assignment and Transfer**

32.1. You may not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under the Terms of Use and/or the Application, without K11's prior written consent.

32.2. K11 may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under the Terms of Use and/or the Application at any time without any prior notice to you.

### **33. Compliance of Laws**

33.1. You agree to comply with all applicable laws and regulations in downloading and using the Application and/or the Service.

### **34. English Version Prevails**

34.1. The Chinese versions of this EULA and these Rewards Terms are for reference only. In case of discrepancies between the provision of the English version and the Chinese version of these documents, the English version shall prevail.

### **35. Entire Agreement**

35.1. This EULA and these Rewards Terms constitute the entire agreement between you and K11 and governs your use of the Application and/or the Service, superseding any prior agreements between you and K11 with respect to the Application and/or the Service. Please note that you also may be subject to additional terms and conditions regarding your use of other authorized K11 services, affiliate services, affiliate devices and equipment, third-party content, or third-party software.

### **36. Governing Laws and Jurisdiction**

36.1. This EULA and these Rewards Terms shall be governed by the laws of Hong Kong and the parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong in case of any disputes.