

**TERMS AND CONDITIONS OF B REWARDS**

**1. About B Rewards**

**1.1 B Rewards**

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

**1.2 Definitions**

- a) "Agreement" means the terms and conditions that govern the operation of B Rewards and all its Members together with all updates, additional terms and all of B Rewards rules and policies.
- b) "Birdie" means Birdie Mobile Limited.
- c) "Designated Service Plan" means the list of designated service plans which are determined by Birdie to be eligible for B Rewards membership.
- d) "Eligible Customer" means a registered personal customer with Hong Kong Identity Card, excluding customers registered under business registration or corporate customers, of the relevant Service whose service account is in good payment with Birdie for 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 Birdie 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) "Service" means the relevant service provided by Birdie.
- i) "You / Member" means an Eligible Customer of Birdie who has been determined as qualified by us as a member of B Rewards.

j) "We / us" means B Rewards Limited.

## **2. Membership or becoming a Member**

- 2.1 If you have accepted receiving promotional material and the use of personal data in direct marketing by us, you will automatically become a Member.
- 2.2 Membership will begin immediately when a customer subscribed to a Designated Service Plan of Birdie and paid in advance the first monthly fee. Membership will automatically renew on a monthly basis upon payment in advance of each monthly fee.
- 2.3 Membership is on each subscription line user basis with Birdie and is personal to you, and cannot be transferred to another person.
- 2.4 For mobile services provided by Birdie, we have the right to terminate the entitlement of the User's mobile telephone number to B Rewards.
- 2.5 We can decide at any time to change the membership tier without prior notifications.
- 2.6 In the event that the Designated Service Plan is terminated by the Member or Birdie, the privileges of B Rewards will immediately become invalid.

## **3. Member Benefits**

- 3.1 Details of Member Benefits are set out in [www.b-rewards.com.hk](http://www.b-rewards.com.hk).
- 3.2 All service waivers, rewards, benefits and privileges are not exchangeable for other rewards or refundable, replaceable, or transferable for cash under any circumstances.
- 3.3 All Member Benefits are not transferrable.
- 3.4 When your Service with Birdie or your membership with B Rewards is terminated by you or us, you will no longer be entitled to Member Benefits.
- 3.5 We are not responsible for lost or stolen rewards, reward vouchers, certificates or tickets.
- 3.6 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.

- 3.7 The use/ redemption of the offers and / or cash vouchers will be subject to the terms and conditions of B Rewards/ the Merchants/ Birdie.
- 3.8 All offers under B Rewards cannot be used in conjunction with any other offers.
- 3.9 We accept no liability for the quality or availability of goods and services provided by the relevant service, goods suppliers and Merchants.
- 3.10 All service waivers, rewards, benefits and privileges of B Rewards are subject to availability and may be changed at any time without notice.
- 3.11 Members 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.b-rewards.com.hk](http://www.b-rewards.com.hk).
- 3.12 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.

#### **4 Privacy Policy**

- 4.1 Except as otherwise expressly provided for in this Agreement, B Rewards is subject to B Rewards Privacy Policy at [www.b-rewards.com.hk](http://www.b-rewards.com.hk) which is expressly made part of this Agreement. If you have not read the Privacy Policy, you should do so now.
- 4.2 Upon successful enrollment, Members appoint us as agent in accessing account and on-account information retained or controlled by Birdie which provide the relevant services and storing such information in B Rewards membership account whenever required and necessary for the operation of B Rewards. 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 B Rewards, Members must keep their personal information (including contract information, information relating to the Service provided by Birdie such as invoice and balance, Hong Kong Identity Card number and other travel documents) update and accurate and allow us to cross-check with Birdie, inspect and correct such information.
- 4.3 Members agree to allow Birdie 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 Birdie are up to date and accurate. Members allow Birdie 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.

- 4.4 We in the course of our 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 Birdie.
- 4.5 Until the termination of membership with B Rewards, Members agree, unless otherwise indicated, to receive notifications, news, marketing and other information of whatever kind and nature delivered through B Rewards in whatever format through the use of the Members personal and geographical data including notice of products and services offered by B Rewards and/or Birdie'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.

## **5 Limitation of Liability**

- 5.1 In no event will B Rewards Limited, Birdie Mobile Limited, 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 B Rewards whether the damages are foreseeable and whether or not we have been advised of the possibility of such damages.

## **6 Changes**

- 6.1 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 B Rewards. 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 B Rewards 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.

## **7 Assignment**

- 7.1 You shall not assign, transfer, convey, license or otherwise dispose of any of your rights and obligations under this Agreement to any other party without our prior consent.
- 7.2 We may appoint a third party, including an Affiliate, to provide B Rewards to

you on B Rewards's behalf or to perform any of the obligations of B Rewards 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 of B Rewards Limited.

- 7.3 We may at any time transfer the ownership and/or operation of B Rewards 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 us will be subject to the administration of the new owner and/or operator.
- 7.4 Without prejudice to our right to cancel a membership, no Member Benefits received from B Rewards shall be sold, bartered or transferred unless it is explicitly approved us. 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 Applicable Law**

- 8.1 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.

## **9 Force Majeure**

- 9.1 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, lightning earthquakes and other natural calamities.

## **10 Non-Waiver**

- 10.1 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.

## **11 Severability**

11.1 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.

## **12 Entire Agreement**

12.1 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.

## **13 Electronic Signature and Contracts**

13.1 Your membership of B Rewards 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 B Rewards including notices of cancellation, policies and contracts.

## **14 No Liability, Warranties or Representations**

14.1 The Member Benefits receive from or through B Rewards 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.

14.2 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 B Rewards.

14.3 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.

## **15 Third Party Rights**

15.1 Save for Birdie, 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 B Rewards and/or

to enjoy any benefit under this Agreement and all other terms and conditions applicable to B Rewards.

## **16 Interpretation**

- 16.1 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.
- 16.2 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.