



## **LS CLUB Program Terms and Conditions**

These Terms and Conditions are binding on all Members of the LS Club (the "Club") operated by Lai Sun Development Co., Limited. By applying for membership of the Club, herein to become a Member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may from time to time be in force) upon becoming a Member of the Club.

### **((MEMBERSHIP))**

The minimum age requirement for a Member is 18 years of age.

All applications for or renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor.

Membership will be valid for such period as the Club may specify from time to time. Membership may be renewed for such period and in such manner at the absolute discretion of the Club. In particular and without prejudice to the generality of the foregoing, on renewal of Membership, Members shall upon request prove their eligibility to Membership to the Club's satisfaction and produce such documentary proof in support of the eligibility as the Club shall deem fit.

Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club.

Membership of the Club is non-transferable.

### **((MEMBERSHIP CARD))**

Each Member will be issued a Membership card (a "Card") by the Club upon acceptance of the Membership application. The Member must sign the Card immediately upon receiving the Card using the same signature as on the Application Form (if any).

The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request.

The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members.

If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.



((FACILITIES AND SERVICES))

Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall at the absolute discretion of the Club.

The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion.

The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service.

The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member.

No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes.

((THE CLUB'S RESPONSIBILITIES))

The Club shall have no responsibility or liability whatsoever to any Member or any other person for an loss, damage, costs, charges or expenses of any kind howsoever (whether directly or indirectly) caused or arising as a result of or in connection with the Member's Membership of the Club.

((REIMBURSEMENT OF COST BY MEMBER))

The Club reserves the right to require a Member to reimburse the Club of all costs and expenses incurred by it in the provision and/or delivery of any information or documents requested by the Member.

((AMENDMENT OF TERMS AND CONDITIONS))

The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless his/her Card is return to the Club for cancellation before the date specified in the notification upon which the amendments are to take effect.



((RESIGNATION))

Any Member who wishes to resign from his/her Membership shall give the Club at least 30 days advance notice in writing to that effect. The Card must be surrendered to the Club together with the resignation notice by registered mail.

((EXPULSION OF MEMBERS))

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions, expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive.

A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Card.

((TERMINATION OF OPERATION OF THE CLUB))

Lai Sun Development Co. Limited shall have the right at any time at its absolute discretion without giving any notice or reason to Members to terminate the operation of the Club. Upon the termination of the operation of the Club, all rights and privileges of Members shall cease and all the Members shall, forthwith upon notification, return their respective Cards to the Club. No claim or demand of whatsoever nature and howsoever arising shall be made by Members against the Club, the directors, shareholders or management of Lai Sun Development Co. Limited in connection in connection with such termination.

((PERSONAL INFORMATION COLLECTION STATEMENT))

Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form herein (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further Personal data and information may be collected during the period when a Member's Membership continues.

Personal data and information relating or Member may be used by the Club to facilitate or in connection with any or all the following purposes:

- a) processing application for Membership;
- b) verification of information supplied to the Club;
- c) researches and/or analysis by the Club and/or the Lai Sun Development Co. Limited and/or any of its subsidiaries or associates companies ("the Group");



- d) providing information related to the Group including the products, facilities, services and other privileges, benefits and other advantages from time to time offered by the Group or service providers to the Members and rallying and arranging for the same to be provided (see also Use of Information in Direct Marketing);
- e) evaluating and improving the facilities, services and/or products offered to Members or customers generally by the Club and/or the Group;
- f) facilitating communications between Members and the Club and encouraging feed-back from Members on their needs and expectations of facilities, services and/or products offered by the Club and/or the Group;
- g) in order to determine the Member's eligibility to any products, facilities, services and other privileges, benefits and other advantages offered by the Club and the Group and consider what may best suit the Member's needs, comparing the Member's personal information with all personal information concerning the Member previously provided to the Group.
- h) meeting any requirements to make disclosure under any applicable law;
- i) any other purpose which an applicant or Member may from time to time agree.
- j) Use of information in Direct Marketing: We intend to use all information provided by you in your application including your name, contact details and all other information which may assist us to understand the goods and services which you were/might be interested in, for delivering the aforesaid information and conducting direct marketing including products, services, advice and subjects in relation to the followings: Hong Kong and worldwide properties including residential, offices, commercial and industrial buildings, shops, hotels, shopping malls and the events therein, property management, construction, insurance, financial services, telecommunication, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/privilege programmes, corporate social responsibility activities, charitable and non-profitable causes. We also intend to, and in this regard you consent to transfer and provide the abovementioned information to the subsidiary and/or associated companies of the Group and the Service providers through whom the Group's products, facilities, services, privileges, benefit or advantages are provided inside and outside Hong Kong for the said purpose. We may not so use or provide the said information unless we have received your consent. Your consent may be communicated to us without charge by filling in, signing and returning the declaration in the application form or by writing to the Club.

The personal data provided by you will only be disclosed or transferred to parties relevant and reasonably necessary for the purposes stated above.

Each Member has the right to request access to and correction of any of his/her personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486). Any data



access request or data correction request may be made to its office situated at Room 1103-04, 11/F Cheung Sha Wan Plaza Tower 1, 833 Cheung Sha Wan Road. (Tel. 2745-7118 Fax. 2745-5371 Email. lsclub@laisun.com).

Being our valuable member, we thank you for your continuous support and from time to time we will share with you the latest information about Lai Sun Group and LS Club which might interest you. Should you not wish to receive direct marketing material and/or information from Lai Sun Group and/or LS Club, you may exercise your opt-out right by notifying us in writing to its office situated at Room 1103-04, 11/F Cheung Sha Wan Plaza Tower 1, 833 Cheung Sha Wan Road. Tel. 2745-7118 Fax. 2745-5371 Email. lsclub@laisun.com).

Please be assured that even if you have chosen not to receive our direct marketing materials, we shall continue to honour your membership and you will continue to enjoy the benefits conferred accordingly thereunder. You can still learn of our offers on our website or notices at the various venues under the Lai Sun Group.

((APPLICABLE LAW))

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

((GOVERNING VERSION))

The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions.

[Revised in October 2022]

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