

INTRODUCTION

These terms and conditions govern the operation of **The Club™** and all of its memberships' administration. The Club is operated by Club HKT Limited, a subsidiary of HKT Limited. A member of The Club will be able to receive and/or redeem various benefits offered by or through The Club subject to the terms hereof and other relevant terms which may be announced or notified to members by different means of communication.

Current individual customers of selected services ("qualifying services") supplied by the companies within the HKT Group or the PCCW Group will be awarded with Clubpoints which are proportionate to the eligible monthly spending for those services and will be automatically credited to customers' membership accounts in The Club (note: contemporary information relating to the qualifying services, eligible spending and the rate of conversion can be found on www.theclub.com.hk). All customers with the qualifying services registered are required to have an active service account registered with My HKT (<http://cs.hkt.com>), a self-service account management platform for HKT customers and PCCW customers to manage their service accounts, before they can earn Clubpoints through their eligible spending. Regarding the handling of all contact and account related information by The Club, please see section 8 hereof.

Each member of The Club agrees that he/she has:

- read, understood and accepted all the terms and conditions contained in this document;
- read, understood and accepted the Website Terms of Use which are incorporated by reference herein;
- read, understood and agreed to the arrangement with respect to the collection, use, retention, access of his/her personal information set out in this document and also to The Club's Privacy Policy Statement which is accessible through the designated website(s);
- accepted that these terms and conditions and The Club's Privacy Policy Statement may at any time be amended, modified or supplemented to suit the contemporary needs and development of The Club and its activities, and that continued participation in the membership will constitute an acceptance of such amendment, modification, or supplementation;
- registered as user of My HKT service for managing accounts of the qualifying services (if any) and agreed to the contemporary terms for using My HKT service including the data privacy policy thereof before activation of his/her membership with The Club;
- agreed to continue to be a valid user of My HKT service (if applicable) until the cessation of The Club membership; and
- assumed the responsibility to remain knowledgeable of all the relevant terms, conditions and policies published by The Club through whatever means.

If the member of The Club has a membership with ClubBest™, upon accepting the terms and conditions hereof, he/she has agreed to transfer all his/her remaining benefits, if any, in accordance

with the relevant terms specified by ClubBest, and to waive all his/her legal rights to claim against CSL Mobile Limited or any other person in respect of any entitlement in relation to, arising from or incidental to the membership with ClubBest.

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1. Joining The Club

1.1 Eligibility. The Club membership is open to all individuals who are over the age of 18 regardless of nationality, except for those who are not permitted to participate by reference to their respective residency or nationality or those who had previously been a member before but whose membership had been terminated for whatever reason.

1.2 Enrollment. An individual may apply to enroll in The Club through different channels which are valid at the time of the enrollment. Application is subject to approval by Club HKT Limited whose decision shall be final and absolutely unfettered. Under no circumstance would any reason for refusing application be given. Any application submitted without the provision of all required information and personal data, or any application submitted with false or inaccurate information or personal data, shall not be approved and/or if membership has been granted, such membership shall be deemed terminated. The Club shall have the right to claw back, seek redress and/or invalidate benefits paid or to be paid (if any) to such individuals whose memberships are deemed terminated.

For individuals who are customers of any of the qualifying services, their applications for The Club membership will not be accepted unless and until the individuals have successfully registered and activated the My HKT service (<http://cs.hkt.com>) operated by HKT CSP Limited.

1.3 Membership and Benefits. The Club Membership is acquired and held on an individual account basis. In addition to the benefits corresponding to the eligible spending (please refer to sections 2, 3 and 4 hereof for relevant information) incurred by the individual members, some members are entitled to upgraded benefits as a result of being nominated to receive corporate benefits. For information about corporate benefits, please refer to section 6 hereof.

2. Clubpoints and Benefits Redemption

2.1 Clubpoints. Clubpoints are the only currency which can be used by members of The Club to exchange for benefits within The Club. At no time and under no circumstance could any Clubpoint be converted into cash.

A Club member can earn Clubpoints through eligible spending on qualifying services as posted on the website(s) of The Club, pushed through Apps or howsoever published (please see section 4 for detailed information about qualifying services). The exchange ratios shall be solely determined and may be adjusted from time to time by The Club, and the ratios may be different at different club tiers (please see section 3 for details of the tiers of membership). The Club Member can also receive Clubpoints from and transfer Clubpoints to other members. (please see section 5 for details of the transfer of Clubpoints).

Unless officially announced the otherwise, the exchange ratio will be posted on the website of The Club (www.theclub.com.hk) and the exchanged Clubpoints will be automatically credited to member's account.

A member can earn Clubpoints proportionate to his/her eligible spending. Whereas, no spending incurred in a corporate account of qualifying services would be eligible for earning Clubpoints, unless it is otherwise specified and notified to the respective business owners or representatives by The Club.

2.2 Redemption and validity. The validity period of all Clubpoints will be fixed at the time they are credited into the member's account. Notwithstanding any information regarding the validity of Clubpoints published on websites or through other materials, members shall take the information shown on their membership accounts regarding validity of Clubpoints as accurate and arrange the redemption accordingly.

2.3 Purchasing of Clubpoints. Clubpoints can be purchased from and only from The Club following specified procedures. All unauthorized sales and purchases of Clubpoints will not be recognized and shall be deemed invalid. Please visit the official website of The Club (www.theclub.com.hk) for details of the governing terms regarding purchase of Clubpoints.

2.4 Account adjustments. All Clubpoints credited to a member's account can be used by the member but The Club has the right to make subsequent adjustments to the account without prior notification to rectify any inaccurate entries. For disputes relating to the Clubpoints and member's account, please see section 9 for the relevant clauses governing dispute resolution.

2.5 Corporate Benefits. By invitation, any corporation may be offered by The Club with the opportunity to assign a designated number of employees to enjoy the benefits as if they were ordinary individual members of a particular tier. However, no Clubpoint can be earned by a corporate account and therefore the nominees will not be entitled to any Clubpoint as a result of the spending in a corporate account. However, the nominees are able to earn Clubpoints

through eligible spending in their own individual accounts of qualifying services. For the special terms that govern corporate benefits, please see section 6 hereof for details.

3. Tiers of Membership

3.1 **Types.** There are 4 tiers (Blue, Silver, Gold & Platinum) of membership of which the respective members are entitled to different levels and categories of benefits. Upon successful application and activation of membership in The Club, all users will be immediately granted with the Blue membership. The Club will then automatically collect information from the relevant service provider(s) for those registered members who are current users of any qualifying services supplied by the HKT Group or the PCCW Group, and reallocate the tiers in accordance with the eligible spending.

Upon activation of the membership, The Club will start monitoring the Clubpoints earned by the member and accordingly adjust the membership level upward or downward by referring to the scale of membership qualifications published (which may be adjusted by The Club at any time) on its website(s) or howsoever announced.

The Club has the right to invite any individual to become a member in a particular tier without following any contemporary scale of membership qualification.

3.2 **Ascent and descent between tiers.** By satisfying the entry criteria prescribed for a specific tier, a member will be accordingly upgraded to that tier of membership and start enjoying the benefits associated with that particular tier. Unless otherwise stated, the entry criteria can be satisfied only by earning the adequate Clubpoints through the eligible spending on the qualifying services supplied by the companies within the HKT Group and the PCCW Group.

Once a member is upgraded to any tier above Blue membership, he/she shall be entitled to remain in that tier for a minimum of 12 months and receive the corresponding tier benefits regardless of how many Clubpoints are earned within that period of time. Thereafter, the tier of membership would be re-assessed by reference to the Clubpoints earned during the time he/she stayed in that upgraded tier.

3.3 **Permanent Membership.** Notwithstanding the aforesaid, members who do not incur any eligible spending may remain in the Blue membership without date of expiry and can resume earning Clubpoints at any time, unless and until their memberships are terminated (please see section 7 hereof regarding the termination and deactivation of membership). However, The Club has the unfettered discretion to cancel member's account which records no activity continuously for not less than 24 months. Once an individual's membership is terminated, his/her application to re-join The Club shall be subject to special approval and/or different terms and conditions.

4. QUALIFYING SERVICES

- 4.1 The Club will set out the types of qualifying services provided by the HKT Group or the PCCW Group of which the service fees expended ("the eligible spending") will be recognized by The Club as convertible to Clubpoints.
- 4.2 For avoidance of doubt, the eligible spending shall only include the actual amounts successfully received by the relevant service provider(s). All payments for interest, penalty, compensation or whatever nature irrelevant to the consumption of the qualifying services will be deemed excluded.
- 4.3 Subject to 4.4 below, spending incurred in qualifying services by corporate account cannot be converted into Clubpoints. Please see section 6 for further details.
- 4.4 If and only if the relevant account holder is so informed by The Club, the spending incurred in qualifying services by corporate account registered in the name of business will be seen as eligible for earning Clubpoints. However, a cap of 5,000 points or below will be imposed. The Clubpoints earned through such corporate account can be transferred for free to any one individual account nominated for redeeming benefits only and the Clubpoints so transferred are subject to the terms in section 5 hereof.

5. TRANSFER AND DONATION OF CLUBPOINTS

- 5.1 Members are allowed to transfer Clubpoint from and to other members in blocks of 1,000 points subject to the range of permissible transfer from 5,000 points to 20,000 points per calendar year.
- 5.2 The validity of the transferred Clubpoints will not be extended as a result.
- 5.3 All transactions are non-reversible.
- 5.4 All transfer of Clubpoints shall follow the prescribed procedures and are subject to the approval of The Club.
- 5.5 Members' accounts in which there is no activity for a period of 12 months will be classified as 'inactive accounts' and no transfer of Clubpoints from members of inactive accounts will be approved.
- 5.6 All transferred Clubpoints are not valid for the purpose of satisfying the entry criteria for any particular tier of membership.
- 5.7 The Club welcomes donation of Clubpoints in favour of recognized charitable organizations. The relevant procedures and details including the issuance of receipt which is valid for tax reduction can be checked on The Club's website. The Club holds no liability for whatever loss or damage caused to any person as a result of the donation of Clubpoints.

6. SPECIAL TERMS APPLICABLE TO CORPORATE BENEFITS

- 6.1 The Club may grant certain benefits related to The Club membership to selected corporations. These selected corporations will be entitled to assign a designated number of nominees to receive the benefits after the designated nominees have successfully registered with the Club as individual members.
- 6.2 The selected corporation will be notified of the details of the benefits every calendar year including the tier of membership allocated to the nominees and the number of nominee who is/are entitled to use the benefits corresponding to the tier allocated. Unless otherwise permitted by The Club, the nominees must be individuals who are official employees of the selected corporations. The selected corporation can change the nominees once per calendar year.
- 6.3 The benefits will not include Clubpoints and in any event the amount of spending in whatever services supplied by the HKT Group or the PCCW Group will not be converted into any Clubpoint for the benefit of any person.
- 6.4 The right for the nominee in connection with the use of any Club benefits will commence after the completion of the required registration procedures which include the collection of the personal data of the nominee.
- 6.5 The nominees shall inform and procure the selected corporations to inform The Club as soon as practicable in case of any cessation of the employment status of the nominees with the corporations and such nominees will thereupon lose all his/her rights to the corporate benefits in connection with The Club. For avoidance of doubt, the individual memberships together with the corresponding Club benefits of those nominees will not be affected as a result.
- 6.6 The nominees shall be liable for the conduct and behavior of their own in relation to the use of any benefit in The Club and shall indemnify and keep The Club indemnified from all losses and damages caused to Club HKT Limited, members of The Club, its staff or representatives as a result of any action, inaction, negligence or recklessness of the nominees.
- 6.7 If the membership tier allocated to a nominee out of corporate benefits is different from the membership tier allocated to the nominee through his/her own personal membership registration, the nominee will be entitled to receive benefits as a member of the upper tier, but not of both.

7. Cancellation of membership

7.1 Cancellation of Membership. A membership with The Club will be cancelled if The Club thinks just, or if the member has:

- acted in an inappropriate, fraudulent, abusive or hostile manner;
- breached or violated the terms and conditions applicable to The Club;
- engaged in any misconduct or wrongdoing when participating in The Club or when using The Club's benefits including the provision of fraudulent information in registration, Clubpoint earning or benefits redemption;
- been declared bankrupt;
- engaged or intended to engage in any plan or conduct of buying or selling Clubpoints without explicit permission from Club HKT Limited; or
- passed away.

All unredeemed Clubpoints and other benefits will be forfeited immediately and the same cannot be reinstated or transferred. The Club shall owe no liability to the members whose accounts are cancelled because of the reasons aforesaid.

7.2 In general, The Club will not accept any application for membership by previous members whose accounts had been cancelled. Â

8. PERSONAL DATA

- 8.1 This section and the [Privacy Policy Statement](#) provides information on the obligations and policies of The Club in relation to the privacy issues associated with the collection, retention, processing or howsoever handling personal data by The Club. It specifically addresses the obligations in respect of the data privacy laws of the Hong Kong SAR which is one of the most developed data protection regimes worldwide. The Club believes the principles embedded in the Personal Data (Privacy) Ordinance ("the Ordinance") offer no less protection in personal data privacy than those in other jurisdictions. As such, The Club undertakes to apply, where practicable, those principles and the processes set out herein to its operations. Throughout this policy, the meaning of the term "personal data" is as defined in the Ordinance.
- 8.2 Where The Club's operations are subject to privacy legislation other than that of Hong Kong SAR, then this section shall be applied so far as practicable and consistent with such local legislation. For further details on the compliance with the Ordinance and any other privacy legislations, please contact the Privacy Compliance Officer at the address set out in www.theclub.com.hk.
- 8.3 The Club shall fully comply with the obligations and requirements of the Ordinance. Its officers shall at all times respect the confidentiality of and endeavour to keep safe any and all personal data collected and/or stored and/or transmitted and/or used for, or on behalf of, The Club.
- 8.4 All collection, storage, transmission and other handling or usage of personal data shall be done in accordance with the obligations and requirements of the Ordinance. Upon successful registration, members appoint the Club as an agent in accessing account and non-account information retained or controlled by the companies of the HKT Group and the PCCW Group ("the Service Companies") which provide the relevant services, and storing such information in The Club membership account whenever required and necessary for the operation of The Club. The said information includes but is not limited to the types of services subscribed, usage, invoices, geographical data and all personal data stored in the service accounts which members have registered at any time. Until the membership with The Club is terminated, members is obliged to keep the personal information (including contact information, information relating to the service provided by the Service Companies such as invoices and balances, Hong Kong Identity Card number and other travel documents) updated and accurate by entrusting The Club to cross-check with the Service Companies, inspect, and correct such information.
- 8.5 Once the membership with The Club has been activated, members allow the Service Companies to access all the information stored in their membership account to ensure all contact information, identifying particulars and information relating to the services provided by the Service Companies are updated and accurate.

8.6 Until the cessation of membership, members agree, until indicating the otherwise, to receive notifications, newsletter, marketing and other nature of information delivered through The Club in whatever format through the use of the members' personal and geographical data including notice of gifts, discounts, privileged offers, benefits and other promotions related to telecommunications, network services, telecommunications equipment, customer premises equipment, computer peripheral, accessories and software, secretarial services, personal assistance services, information services, gaming, sports, music, beauty products, electronics, technology, e-commerce, cloud services, mobile payments, traveling, banking, investment, entertainment, television, transportation, household, fashion, food and beverages, alcohol and tobacco, insurance, education, health and wellness, social networking, media and high-end consumer products and services, regardless of by whom the said products or services are supplied or provided. Members acknowledge that the business partners of The Club (and hence the said products and services) may vary from time to time and that they may not be notified on individual basis about such changes. Members can however check with The Club for such information through the specified means of communication.

8.7 The Club in the course of its operation, in particular when processing and managing Clubpoints in members' accounts, will use and disclose to the extent necessary (e.g. for carrying out verification and audit) certain personal data to the relevant merchants or Service Companies.

Collection of Personal Data

8.8 Members are requested to provide personal data such as but not limited to the following, without which The Club may cancel the membership or may not supply the services or function as expected:

- (a) true name as registered in Hong Kong Identity Card or other travel documents;
- (b) contact details, including contact name, telephone number, email address, correspondence address, billing address;
- (c) information for the verification of identity, including date of birth, identification type and identification number; and
- (d) information relating to credit card, debit card or bank accounts which is required by the respective financial institutes to complete transactions of payments.

8.9 The Club's web servers may also collect data relating to visitors' online session during their use of the website in order to provide aggregated, anonymous, statistical information so that The Club may better meet the demands and expectations of visitors to its sites, and take necessary

actions in respect of any illegal or unlawful contents on any website visited through the Company's web servers. The types of data may include, but are not limited to:

- (a) the browser type and version;
- (b) operating system;
- (c) the IP address and/or domain name; and
- (d) URLs.

8.10 The Club's website may place a "cookie" on your machine; for example to provide personalized services and/or maintain identity across multiple pages within or across one or more sessions. This information may include, but is not limited to, relevant login and authentication details as well as information relating to members' activities and preferences across the Club's websites.

8.11 Without prejudicing those stated, members' personal data may be used for the following purposes or other purposes directly related to them:

- verifying identity;
- account registration;
- provision of goods and services;
- matching (as defined in the Ordinance) with other data collected for other purposes and from other sources including third parties in relation to the provision of goods and services;
- marketing and advertising of any goods and/or services provided by the Service Companies, their agents, contractors and third party suppliers upon consent in accordance with the prevailing requirements in the Ordinance;
- business planning and improving goods and/or services;
- processing of any benefits in connection with the supply of goods and services;
- analyzing, verifying, enforcing contractual rights, and/or checking credit, payment and/or status in relation to supply of goods and services;
- processing of any payment instructions, direct debit facilities and/or credit facilities in relation to supply of goods and services;
- enabling the daily operation of members' account;
- enabling the Club to comply with any obligations in relation to the supply of goods and services;

- keeping members' informed about goods and services to be provided by or through The Club;
- prevention or detection of crime;
- disclosure as permitted or required by law;
- market survey and research; and
- any other purposes as may be agreed to between members and The Club.

Accuracy of Personal Data

8.12 Where possible, The Club will validate data provided using generally accepted practices and guidelines. This includes the use of check sum verification on some numeric fields such as account numbers. In some instances, the data provided will be validated against preexisting data held.

8.13 The Club fully complies with the "Rights of Access and Correction" obligations of the Ordinance. Please refer to the section titled "Access and Correction of Personal Data" below for details on obtaining and correcting personal data held by The Club.

Retention of Personal Data

8.14 The Club will destroy any personal data it may hold in accordance with its internal policies. Generally speaking, the policies cover the following principles:

(a) personal data will only be retained for as long as is necessary to fulfil the original or directly related purpose for which it was collected, unless the personal data is also retained to satisfy any applicable statutory or contractual obligations; and

(b) personal data are purged from electronic, manual, and other filing systems in accordance with specific schedules.

Disclosure of Personal Data

8.15 All personal data held by The Club will be kept confidential but, where such disclosure is necessary to satisfy the purpose, or a directly related purpose, for which the data was collected The Club may provide such information to the following parties:

(a) any subsidiaries, holding companies, associated companies, or affiliates of, or companies controlled by, or under common control with The Club;

(b) any person or company who is acting for or on behalf of The Club, or jointly with The Club, in respect of the purpose or a directly related purpose for which the data was provided;

(c) any other person or company who is under a duty of confidentiality to The Club and has undertaken to keep such information confidential, provided such person or company has a legitimate right to such information;

(d) The Club's dealers, agents, contractors, suppliers and other telecommunication, information service providers and content providers; its professional advisers, including its accountants, auditors and lawyers;

(e) government and regulatory authorities and law enforcement agencies and other organisations, as required or authorised by law; and

(f) any financial institutions, charge or credit card issuing companies, credit information or reference bureaux, or collection agencies, necessary to establish and support the payment of any services being requested.

8.16 Personal data may also be disclosed to any person or persons pursuant to any statutory or contractual obligations or as required by court of law, provided such person or persons are able to prove the required right/authority to access such information. In addition, personal data may be disclosed under any of the circumstances described in Part VIII of the Ordinance in which the concerned personal data are exempt from the provisions of Data Protection Principle 3 of the Ordinance.

Security of Personal Data

8.17 Physical records containing personal data are securely stored in locked areas and/or containers when not in use.

8.18 Computer data are stored on computer systems and storage media to which access is strictly controlled and/or are located within restricted areas.

8.19 Access to records and data without appropriate management authorization are strictly prohibited. Authorisations are granted only on a "need to know" basis.

8.20 Where The Club holds, uses and/or transmits the Customers' personal data it will be adequately protected from accidental and/or unauthorized disclosure, change and/or destruction.

Access and Correction of Personal Data

8.21 Under the Ordinance, individuals have the right to:

(a) ascertain whether The Club holds any personal data relating to them and, if so, obtain copies of such data ("right of access");

(b) require The Club to correct personal data in its possession which is inaccurate for the purpose for which it is being used by means of a data access request ("right of correction"); and

(c) ascertain The Club's policies and practices in relation to personal data, which are those policies and practices set out in their entirety herein.

8.22 Satisfactory proof and/or explanation of the inaccuracy is essential before The Club would consider correcting the specified data. Upon satisfying itself of the authenticity and validity of the correction request, The Club will comply with and respond to the request as required by the Ordinance.

8.23 For access and/or correction request of personal data being held by the Service Companies, members should contact the respective Service Companies directly.

9. Other Principles

9.1. **Modification.** The mode of operation, composition, contents and general administration of The Club may be changed at any time, for any reason and without the members individually notified.

9.2. **Termination of The Club.** The Club may be terminated with six (6) months' advance notice to all active members. All members shall then within the period before the termination consume all the Clubpoints regardless of the original expiry dates applicable to the Clubpoints. Any credit balance of Clubpoints which existed on the date of the termination of The Club will be deemed forfeited and in respect of which The Club shall owe no liability to the members or to any other persons.

9.3. **Change of Ownership.** Club HKT Limited may at any time transfer the ownership and/or operation of The Club 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 Club will be subject to the administration of the new owner and/or operator.

9.4. **Benefits Subject to Availability and Modification.** All benefits, amenities, offers, awards and services of The Club are subject to availability and may be changed at any time without notice.

9.5. **No Sale or Transfer.** Without prejudice to the right of The Club to cancel a membership, no Clubpoints or other benefits received from The Club shall be sold, bartered or transferred unless it is explicitly approved by The Club. Any unapproved transfer, sale or barter will be void. Club HKT Limited reserves the right to claim against the members and other persons involved in such trading for damages and compensation.

9.6 **No Liability Arising from Third Parties' Products.** The benefits that members can receive from or through The Club may contain products or services supplied by third parties. The consumption of those products shall be at the members' own risk and Club HKT Limited shall not be liable for any personal injury or property damage suffered by the users.

9.7 **Taxes.** In case the Clubpoints or other benefits received from or through The Club are subject to income or other taxes. The member is responsible for paying all such taxes and Club HKT Limited will not be liable for any tax liability, duty or other charges in connection with those Clubpoints or benefits.

9.8. No Warranties or Representations. The Club makes no warranties or representations, either expressed or implied with respect to type, quality or fitness of goods or services provided by or through The Club.

9.9. Not Responsible for Acts, Errors, or Omissions. Club HKT Limited is 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 or omissions of third parties; or (d) any errors published in relation to the description of the benefits, information about Clubpoints and its exchange ratio.

9.10. Interpretation of Terms. The interpretations of the terms and conditions (including those hereof) and rules whenever applicable shall be at The Club's sole discretion and decisions which will be final. In the event of any discrepancy between the English version and any translated version, the English language version will prevail.

9.11. Waiver. A waiver of breach of any specific term of the Club will not constitute a waiver of breach of other terms or a waiver of any prior or subsequent breach of the same term. Under no circumstance will there be any waiver from The Club unless such waiver is explicitly communicated in any official channel.

9.12. Limitation of Liability. Club HKT Limited or any company, staff or representative of the HKT Group or the PCCW Group shall not be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential loss or damage or expense of any kind, whether based on contract, tort or otherwise which arise out of or are in any way connected with The Club, and whether such loss, damage or expense is caused by negligence or otherwise, and whether Club HKT Limited has any control over the circumstances giving rise to the claim or not.

For the avoidance of any doubt, nothing in these conditions shall exclude liability for death or personal injury caused by negligence. All terms expressed or implied by statute or otherwise are hereby excluded to the fullest extent permitted by law.

The Club will endeavour to ensure the availability of products and services provided by partners but will not be liable for any loss arising from the failure by partners to provide such products and services. Where a member uses the services provided by a partner, their terms and conditions will apply and The Club will not be liable for any loss.

9.13. Choice of Law and Venue. This document and all other terms and conditions applicable to The Club shall be governed by the laws of Hong Kong Special Administrative Region ("HK Law") and any

disputes arising out of or related to The Club will be resolved in private in accordance with HK Law through mediation and/or arbitration held within Hong Kong Special Administrative Region.