

Harbour City VIC Club Terms & Conditions

How to Apply for Membership

1. Applicants must be aged 18 or over. Corporate applicants will not be entertained.
2. Proof of identity must be presented for verifying applicant's name and personal information.
3. Each applicant can register once only.
4. Make a same-day purchase of HK\$40,000* OR cumulative spending of HK\$60,000* within 30 days by electronic payment (Credit card / Debit card / Octopus card / EPS card / Alipay) by same applicant at any outlet of Harbour City listed in the Shopping Guide which is updated from time to time. Eligible spending does not include any payment made with cash, coupons, cash / gift vouchers, gift cards or merchants' stored-value cards or any transaction concluded during show or demonstration of artwork / pieces or motor vehicles.
*Electronic payment will be valid for membership application purpose within 2 weeks (14 days) of making purchases (save for cumulative purchases of HK\$60,000 which will be valid within 30 days of respective dates of purchase.)
5. Complete the application form and in person hand in to 'Shoppers' Care Centre' on Level 3, Ocean Terminal, Harbour City, or 'Information Counter' on Level 2, Gateway Arcade, Harbour City (near Shop GW2328), together with the original merchant electronically printed invoice(s) / receipt(s), eligible electronic payment card and payment slip(s) associated with the transactions showing the purchases by same applicant ("Payment Records"). Submission by post or by other means will not be accepted.
6. A member is required to submit such identifications and other documents as may be specified by Harbour City for verification. Failure to do so will result in delayed processing or rejection of application.
7. Harbour City reserves the right to refuse any application of membership, and to determine the validity and eligibility of those Payment Records whose decision shall be final and conclusive.

Eligibility & Membership

1. Harbour City VIC Club membership will be confirmed to successful applicants upon fulfilment of specified spending amount within a specified period of time. There is no joining fee for the membership.
2. Harbour City reserves the right at its sole discretion to determine the eligibility of membership and the classification thereof (as mentioned below). The determination by Harbour City is final and shall not be open to challenge.
3. VIC Club membership card will be issued to successful applicants and the same must be presented by Members for registration or record purpose including to earn points, to enjoy or to redeem benefits including gifts, vouchers, services ("Benefits"). Once Harbour City has been provided with the VIC Club membership card and any other documents that Harbour City may reasonably require for verification purpose, Harbour City shall be entitled to assume that the holder or bearer of the VIC Club membership card has the authority to act for the Member in all matters relating to the programme, function, activities, privilege events, earning points, redemptions of Benefits ("Programme") and the Member is bound by the act of the said holder or bearer.
4. Harbour City reserves the right at its sole discretion to amend, suspend, withdraw or otherwise alter any aspects of or the whole of the terms and conditions as well as any Programme of the VIC Club membership without notice at any time (as the case may be), Members shall and hereby agree to check the updated Programme of the VIC Club membership before participation as well as the terms and conditions from time to time.
5. If in Harbour City's sole opinion, a Member abuses or misuses any of the VIC Club rights and privileges, fails to comply with any of the terms and conditions herein or makes any misrepresentation to Harbour City or submits any documents which are not valid or genuine or which are obtained through improper means or which could be subsequently invalidated or cancelled, Harbour City reserves the right to terminate or suspend the Member's membership including the rights to participate in the Programme, to earn points and to redeem Benefits or to revoke or reverse or forfeit all or any of the points that have been earned by the Member. Harbour City's determination shall be final and conclusive.
6. To ensure that all communications can be sent to the Member properly, Members shall provide current contact details including mailing address, email address and phone number. A Member must notify VIC Club immediately of any change of contact details as above by giving written notice of such changes.
7. The membership including the points and Benefits cannot be transferred, exchanged nor redeemed for cash.
8. Upon termination of the VIC Club membership, VIC Club Members shall be required to submit a notice in writing together with the return of the VIC Club membership card to Harbour City in person or by post, such notice to take effect upon receipt.

Membership Status

1. Membership status refers to the 12-month period during which Members are assigned to a specific membership tier according to the following electronic spending requirement at Harbour City:
 - i) Royal Blue: a same-day purchase of HK\$40,000 or cumulative spending of HK\$60,000 by electronic payment within 30 days;
 - ii) Champagne Gold: cumulative electronic spending of HK\$750,000 or more within 12-month period;
 - iii) Precious Platinum: cumulative electronic spending of HK\$1,250,000 or more within 12-month period; and
 - iv) Diamond Black: cumulative electronic spending HK\$2,000,000 or more within 12-month period.
2. For Champagne Gold, Precious Platinum, Diamond Black tiers, VIC Club membership status will be renewed and adjusted based on conditions set out above on a rolling year basis. Membership tier may be:-
 - i) downgraded, if the Member's cumulative spending does not meet the requirement of current tier;
 - ii) remained unchanged, if the Member's cumulative spending meets the requirement of current tier;
 - iii) upgraded, if the Member's cumulative spending meets the requirement of higher membership tier.

Membership Points

1. With every spending of HK\$1 at any outlet of Harbour City listed in the Shopping Guide which is updated from time to time, Members can earn 1 Point. Any fraction of HK\$1 will be rounded off to the nearest dollar. Eligible spending does not include any payment made with cash, coupons, cash vouchers or gift / shopping vouchers, gift cards or merchants' stored-value cards or any transaction concluded during show or demonstration of artwork / pieces or motor vehicles.
2. Membership points are valid for a 12-month period for accumulation purpose starting from the initial joining month until the end of the 12th calendar month, i.e. if activation date is on 1 September, 2015, points will expire on 30 September, 2016; if activation date is on 18 September, 2015, points will expire on 30 September, 2016, unless otherwise stated. For activation dates before 18 August, 2015, points will expire on 31 December, 2016.
3. Members must present their membership card and the Payment Records (Hand-written, re-printed, photocopied, altered or damaged, deposit payment, unaccepted or voided original merchant electronically printed invoices / receipts and electronic payment slip(s), reload of electronic payment cards, e.g. Octopus, Bank transactions, membership payments, bill payments, purchase with cash vouchers or gift / shopping vouchers, online purchase, mobile payment, and merchants' stored-value cards will not be accepted) for verification to earn points at 'Shoppers' Care Centre' on Level 3, Ocean Terminal, Harbour City or 'Information Counter' on Level 2, Gateway Arcade, Harbour City (near Shop GW2328). Each electronic payment slip should bear the same name as the registered Member's name.
4. Invoices / receipts and the Payment Records are valid for earning points within 2 weeks (14 days) from the date of issuance, after which such invoices / receipts shall cease to be valid for earning points.
5. Each invoice / receipt and the Payment Records may only be redeemed once for VIC Club point. Any redemption made shall not be changed or cancelled thereafter.
6. Points earned shall be based on genuine invoices / receipts relating to Members' own purchase. Harbour City reserves the right to determine the validity and applicability of those invoices / receipts for points earned, whose decision shall be final and binding on the parties. In particular, Members shall deem to have authorised the relevant Merchants / Outlets issuing / printing those electronically invoices / receipts or payment slips to provide VIC Club with documents, information or supporting details in relation to particular purchase(s) for this purpose.
7. For points earned by a Member by reference to each transaction, the Member is required to keep all supporting documents for verification purposes by Harbour City for a period of 12- month from the date of submission of receipt for earning of points.
8. Harbour City will stamp on all receipts submitted to earn points for identification purpose. Harbour City reserves the right to keep copies of those receipts and electronic payments slips by any means including but not limited to photocopy and photo-taking up to 2 years (24 months) for point verification purpose.
9. If Members subsequently cancel a purchase, points earned from eligible spending for that particular purchase will also be cancelled. If points have already been used to redeem gift or to enrol for membership activities, Members are required to return the gift or to pay for a fair value of the membership activities determined by Harbour City.
10. Points have no cash value, and are not exchangeable for cash. They cannot be sold, purchased, assigned, or transferred, except as specifically provided in the terms herein or as may be allowed in special programme(s) by Harbour City at its sole discretion. Whenever such special programme(s) shall be organised or launched by Harbour City, the terms and conditions herein shall continue to apply.
11. Harbour City reserves the right to determine the validity and applicability of those invoices / receipts for points earned, and to withhold the use of the points that Harbour City suspects are not validly or properly earned or if the same are tainted with fraud or irregularity or mistake. Harbour City's decision shall be final and binding on the Members.
12. Harbour City reserves the right to change and amend terms and conditions herein including those relating to points earning at any time and from time to time at Harbour City's sole discretion.
13. Harbour City may, at its sole determination, deduct from Member's remaining points:
 - i) which are suspected to be fraudulently or incorrectly recorded or earned by Member;
 - ii) relating to a transaction which is cancelled or which does not exist;
 - iii) recorded in error; and
 - iv) which has already expired and cannot be used for redemption of Benefits.

Gift Redemption & Membership Activities

1. A Member may use unexpired points to redeem Benefits in accordance with prevailing offers or events which will be available for redemption on a first-in-first-out basis. Any redemption is subject to Member having adequate points and all gifts, Benefits are subject to stock availability, which will be based on first-come, first-served basis. Members are advised to check the availability of the gifts, Benefits or services before making any purchase(s) and / or making any redemption. Members acknowledge that gifts, Benefits or services available for redemption will be limited in supply or limited for redemption within certain period and agree that no claim or complaint could be made against and no compensation would be offered by Harbour City, if the gifts, Benefits or services intended for redemption by Members by utilising those unexpired points are not available. Members are further advised to regularly check the availability of any gifts, Benefits or services available for redemption well before the expiry of points.
2. Members must present his / her own membership card in person when redeeming Benefits or when confirming participation in programme through designated Information Counter and cannot authorize another person to redeem or participate. Harbour City reserves the right to require cardholder to present identity proof. Harbour City shall assume no responsibility for any failure to record / redeem the points earned following the purchases or any failure to redeem the gifts, Benefits or services by utilizing the unexpired points if the Members shall fail to attend to the matter in person.
3. Members warrant that all the receipts or invoices presented for earning of points or for redemption of Benefits are originals or not duplicated and are genuine in relation to Members' own purchases. Harbour City reserves the right at its sole discretion to recall the gift / prize / redemption letter / cash voucher / gift voucher / merchandise / products / services given out at its sole discretion if receipts are found invalid or there are any errors during the receipt verification process or if the VIC Club members shall arrange or have arranged for refund or cancellation of purchase.
4. One redemption per VIC Club member will be valid for each selected gift / Benefit / services, unless otherwise noted.
5. All redemptions are to be made before the date specified in the programme (if any) and are subject to the accumulation of adequate points and Harbour City's final acceptance according to the terms and conditions set out herein. Only the required points for the redemption will be deducted from the Member's account.
6. Points can only be used for redemption of Benefits and participating in Harbour City and its retail tenants' specified membership activities. Redeemed Benefits or membership activities are not transferable, nor refundable nor exchangeable for either cash or other points or Benefits, cannot be revoked or cancelled and no claim for cash refund would be entertained. In the event that vouchers of merchants are redeemed, they are not exchangeable for cash and the use of the vouchers will be further subject to the terms and conditions stipulated by the respective merchants supplying the vouchers.

7. Images of the gifts or Benefits available for redemption may vary from the actual item. Members shall make no complaint if any difference is found.
8. Redemption of the Benefits must be completed on or before the specified date contained in promotional materials such as eDM, SMS and redemption letter. Any Member who fails to do so for any reason will not be eligible for redemption of the Benefits concerned or for any substitution or replacement. For the avoidance of doubt, the points used in the redemption may not be returned or credited back to the Member notwithstanding that the Benefits redeemed has not been collected or utilised or in the case of vouchers, neither Harbour City nor VIC Club will be responsible for the merchandise, products and services redeemable at or awarded by VIC Club through the use of the vouchers, or the operation of the redeemed / rewarded items / services or any damage, loss or arising from usage of the redeemed / rewarded items.
9. All product warranties or enquiries on the gift redeemed / rewarded shall be referred to the original supplier or manufacturer directly. Any dispute concerning the gift / service (quality, functionality, safety, durability, suitability or otherwise) shall be settled between Member and the supplier or manufacturer concerned that supplied the redeemed / rewarded items. Except any limited warranty of the products specifically provided by Harbour City, Harbour City is not liable for any product warranty or safety issues nor for the quality or suitability of the same and will bear no responsibility for resolving such disputes on behalf of the Members with the supplier or manufacturer concerned.
10. Harbour City reserves the right, at its sole discretion, to discontinue an item or to substitute a similar item at any time without notice prior to that item being redeemed. Harbour City provides no guarantee that any particular Benefits will remain available for the entire term of the redemption period.
11. If Members shall suspect the existence of or shall become aware of improper and irregular redemption of Benefits, Members should inform VIC Club in writing directly.

Membership Card

1. The VIC Club membership card is the property of VIC Club.
2. The VIC Club membership card will hold no deposit value.
3. The VIC Club membership card is issued to the individual Member for the individual Member's own use and is not transferrable.
4. The VIC Club membership, points and Benefits can only be used or enjoyed by the Member, and cannot be transferred nor redeemed for cash.

Membership Card Lost / Stolen / Damaged

1. If your membership card is lost, stolen or damaged, please report to Harbour City VIC Club through service hotline (852) 2113 3663 or in person at 'Shoppers' Care Centre' on Level 3, Ocean Terminal, Harbour City or 'Information Counter' on Level 2, Gateway Arcade, Harbour City (near shop GW2328).
2. An administration fee of HK\$100 will be charged for membership card re-issuance or replacement. The administration fee would not be refunded under any circumstances.
3. The Member shall be fully responsible for any consequence arising from any improper or unauthorised use of a lost or stolen membership card.
4. Upon termination of the VIC Club membership, VIC Club Members shall be required to submit a notice in writing together with the return of the VIC Club membership card to Harbour City in person or by post, such notice to take effect upon receipt.
5. The VIC Club shall have the absolute discretion not to re-issue or replace any VIC Club membership card if the same is damaged or altered intentionally or deliberately or if there is any non-compliance of the terms and conditions herein by the Member.

General Terms & Conditions

1. Harbour City reserves the right to amend at its sole discretion the terms and conditions, membership tiers and Benefits or terminate, restrict, suspend, withdraw or otherwise alter the membership Benefits or the membership programme at any time without prior notice. Members are advised to check the terms and conditions, membership tier and Benefits regularly which are available on Harbour City Website and at 'Shoppers' Care Centre', Level 3, Ocean Terminal, Harbour City, or 'Information Counter' on Level 2, Gateway Arcade, Harbour City (near Shop GW2328).
2. If Harbour City suspects that any person, whether a Member or not, is abusing Harbour City VIC Club membership system, including the points, Benefits and the Programme, Harbour City shall have the right to suspend or refuse the accumulation of points, redemption of gifts, Benefits or services, or participation in the Programme pending investigation of the matter in addition to those remedies available in law. Harbour City's determination of conclusion of investigation is final and binding on the parties.
3. If in Harbour City's sole opinion, a Member abuses any of the Member rights, fails to comply with any of the terms and conditions herein or makes any misrepresentation to Harbour City, Harbour City shall have the right to suspend or to terminate the Member's membership and revoke or forfeit all points that have been earned or redeemed by the Member and require the Member to account for the Benefits redeemed. Harbour City's determination shall be final and binding on the parties.

Third Party Services

Other terms and conditions apply for services provided to VIC Club Members via third party service providers. Harbour City only facilitates VIC Club Members to subscribe for services made available by third party service providers and shall make no representation or warranty of whatever nature in relation to those services provided and shall not be liable for any act, omission or negligence arising from the provision of these services by the third party service providers. For the avoidance of doubt, VIC Club Members shall be taken to have consent to the transfer of any personal data to those third party service providers including Pacific Club, Marco Polo Hotels and International SOS (HK) Limited to verify the eligibility for any services provided.

Personal Information Collection Statement

Harbour City Estates Limited ("Harbour City") is committed to preserve the confidentiality of your personal data collected and obtained from the application form. To ensure that you can make informed decisions and feel confident about providing us with your personal data, we outline in this notice our practices and the choice you have concerning the collection and use of your data.

1. Type of Personal Information Collected

The type of Personal Information we collect from you will depend on the specific type of services and products as requested by or provided to you for the purposes mentioned in paragraph 2 below. Personal Information you may be required to provide includes, but not limited to:

- i) Your name, gender, and date of birth and a proof of identity / Passport (the first 5 letters and / or digits);
- ii) Contact information, including but not limited to telephone numbers, mailing address, and email address;
- iii) Your business information, such as, occupation;
- iv) Your personal interests such as shopping and / or dining habits.

2. Purpose of Collecting Personal Information

We may use your Personal Information so that we can provide the services and products you have requested. The purposes for the collection of Personal Information includes but not limited to:

- i) For the supply of products, services and facilities;
- ii) The use of any membership clubs or other reward programmes.

The personal data provided by Members is required for the operation of the Harbour City VIC Club, which includes the issue of rewards and Benefits. Personal data may also be used for research, programme development and for providing news and information to Members. Failure by Members to provide or keep up to date personal data might result in Harbour City VIC Club being unable to offer membership and associated Benefits to Members.

We will not disclose your Personal Information stated in paragraph 1 hereof to any third parties for direct marketing purposes without your prior written consent.

Data Privacy Policy

1. The personal data supplied by Members is required for the operation and promotional activities of the Harbour City VIC Club including for the issue of rewards and Benefits. Personal data may also be used for research, programme development and for providing news and information to Members. Failure by Members to provide or keep up to date personal data may result in Harbour City VIC Club being unable to offer Harbour City VIC Club membership and to provide the associated Benefits to Members.
2. All personal data of Members is managed in accordance with the Personal Data (Privacy) Ordinance.
3. Members have the right to request to review and correct any personal data held by Harbour City VIC Club.
4. Members are responsible for keeping the Harbour City VIC Club up to date as to his / her correct personal contact information such as but not limited to telephone number or email address. Harbour City VIC Club shall not be responsible for any loss as a result of a Member's failure to notify the Harbour City VIC Club of a change of telephone number or email address.
5. By applying for membership and by visiting the website(s) of Harbour City, the Member hereby consents to the terms set out in this Data Privacy Policy. This Data Privacy Policy may from time to time be updated, revised and changed which will be effective immediately upon being posted on website(s) of Harbour City. Members are advised to check the same on a regular basis.
6. If Members have any questions to access to or correct any personal data held by Harbour City, please contact the Personal Data Officer of Harbour City at: 8/F, Tower 6, The Gateway, Harbour City, Kowloon, Hong Kong; send email to: vic@harbourcity.com.hk or hotline: (852) 2113 3663.

Intellectual Property

The components of Harbour City VIC Club membership communication materials, including but not limited to the graphics, logos, designs and photographs on printed material and website are protected by Hong Kong and international copyright laws, and shall not be reproduced or used without express permission from Harbour City.

Disclaimers

1. Harbour City and any agents or contractors (if any) that it may use in the execution and management of VIC Club membership programme do not warrant or represent (either directly or indirectly):
 - i) that participation in and / or access to the whole or part(s) of the programme, programme materials, contents, information and / or functions contained therein will be provided uninterrupted, timely, secure and error-free;
 - ii) that the quality of rewards items redeemed by Member will meet Member's expectations in any way. Neither does Harbour City make any warranty or representation as to the merchantability, suitability of the reward for the Member's purposes or fitness for use of the reward redeemed by the Member.
2. Limitation of Liability: Without prejudice to any provisions in the foregoing, Members expressly acknowledge and agree that Harbour City and its agents shall not be liable for (i) any losses, costs and damages resulting from the Member's enrollment on the programme, use of the programme, redemption of the rewards and use of the reward items; (ii) any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, data or other intangible losses even if Harbour City and its agents may have been advised or informed of the possibility of any such losses, costs and damage(s) resulting from Member's participation in the programme and / or his / her redemption and use of rewards items.
3. Notice: Notices to Members may be made via either email or regular mail or SMS. The programme website may also provide notices of changes to the terms and conditions or other matters by displaying notices or links to notices to Members generally on the service.
4. No waiver: The absence of steps taken to enforce any particular terms or conditions herein shall not be construed as a waiver of that terms or conditions by Harbour City.
5. Harbour City reserves the right to amend the terms and conditions at any time without prior notice.
6. In case of any dispute arising from the VIC Club membership programme, the decision of Harbour City shall be final.
7. The terms and conditions of Harbour City VIC Club membership shall be governed by the laws of the Hong Kong Special Administrative Region. The parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.
8. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.