

## TERMS AND CONDITIONS OF THE LOUNGE

1. The Point Gold Members are entitled to use the facilities provided in The Point Gold VIP Lounge ("The Lounge"). The Lounge will be fully managed by New Town Plaza ("The Mall").
2. The Point Gold Members can access The Lounge once per month using the entry pass during their membership period. Any unused quota will not be carried forward. Members can also redeem one entry to The Lounge on the same day with a spending amount of HK\$5,000 or more (only receipts from "Instant Point Earn" participating merchants are accepted, with a maximum of two different merchant receipts and a minimum spending of HK\$100 each).
3. Each The Point Gold Member is eligible to bring but restricted to bringing a maximum of one guest (the "Guest") for every visit to the Lounge. The Guest must be accompanied by the Member at all times inside the Lounge.
4. The opening hours of the Lounge are 10am to 8pm daily. The areas and opening hours of the Lounge may be adjusted or closed for reasons of routine maintenance, repairs works or events, without prior notice. Areas of the Lounge may be reserved from time to time for events, from which the Members and Guests may be excluded, unless specifically invited.
5. The Mall reserves the right to suspend access to the Lounge or any part of it for any reason at its sole discretion, without prior notice.
6. The Mall reserves the right to limit the number of Members and Guests entering or using the facilities in The Lounge based on the flow of visitors, especially during peak periods. During peak hours, Members may stay for a maximum of 90 minutes and staff may ask Members who exceed this limit to leave.
7. The Mall reserves all rights to the Lounge, including but not limited to the right to allow any person to enter and to restrict any Member or Guest's use of the Lounge and its facilities.
8. Members are required to present their e-Membership Card and a valid identification document for verification before entering and using the Lounge.
9. The Mall may impose rules and regulations for the Lounge. All Members and Guests should abide by such rules and regulations.
10. The Mall reserves all right to amend the rules and regulations applicable to the Lounge and facilities from time to time as it determines appropriate, at its sole discretion.
11. Only Gold Members can register spending and redeem membership privileges in the Lounge.
12. A storage service will be available for eligible Members in the Lounge. To enjoy the service, Members are required to fill in an indemnity form provided at the Lounge before checking in an item. A ticket will then be issued with each check-in item when the Member signs the indemnity form. Checked-in items will only be returned to the Member upon presentation of a valid ticket. Item(s) shall not be left in the storage area overnight. When an item is not collected before the Lounge closes, it will be stored overnight and a service charge of HK\$100 per item will be incurred for each day it remains stored. This service charge shall be paid upon collecting the item(s). Other terms and conditions apply; please refer to the indemnity form for details.

13. Members are responsible for taking all valuables out of check-in items. The Mall shall not be liable for any losses, costs or damages.
14. The storage service is available on a first-come first-served basis while check-in space is available. Members are responsible for taking checked-in items with them when they leave the Lounge.
15. Taking photographs or video in the Lounge is not allowed without prior approval from The Mall.
16. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted in the Lounge.
17. Food and beverages available in the Lounge must not be taken away from the Lounge. No external or self-brought food and drinks are allowed in the Lounge.
18. Alcoholic beverages are not permitted in the Lounge, except during designated special promotional events. Consumption of alcoholic beverages in the Lounge is prohibited without The Mall's permission. The Mall reserves the right to deny entry to any individuals who are suspected of being intoxicated.
19. The Lounge is solely for the business of "The Point Gold". Members' and Guests' private business activities or functions are not permitted inside the Lounge without prior approval of The Mall.
20. The Mall has the right to require anyone to leave whose behaviour may, in The Mall's opinion, endanger or cause nuisance or inconvenience to other Members and Guests or cause damage to any property in The Lounge.
21. Commercial advertisements shall not be posted or circulated in the Lounge, nor shall solicitations of any kind be made in the Lounge without the prior approval of The Mall.
22. If it is determined and confirmed that any property in the Lounge has been damaged or lost by a Member or Guest, that Member or Guest shall bear the entire responsibility and pay the full market value of the property.
23. The staff of the Lounge will have full authority to enforce these Terms and Conditions. Any infringement or violation of them by Members or Guests will be reported to The Mall.
24. The Mall shall not be responsible or liable for any loss or damage to property or belongings that are not properly stored, nor for any accidents or injuries that occur in The Lounge. Nothing in this clause shall limit or exclude any liability for death or personal injury arising from the negligence of The Mall or any of its service providers, agents or contractors.
25. These Terms and Conditions, along with any other rules and regulations of the Lounge, may be added to or varied from time to time at the discretion of The Mall. In the event of disputes, The Mall reserves the right to make the final decision.

## TERMS AND CONDITIONS FOR THE LOUNGE EVENTS AND OFFERS

1. As part of the Privileges, The Mall may, at its sole discretion, invite The Point Gold Members to participate in private events and functions held by The Mall and enjoy special offers provided by The Mall's tenants ("Events").
2. The Mall reserves the right to temporarily suspend the Lounge and its facilities for Events.
3. Events are only available to eligible Members and their guests (collectively called "Participating Guests"). Confirmation of registration is required.
4. Events may be made available to Members depending on invitation criteria based on factors including but not limited to the Event's nature and Members' preferences. The Mall and Event organisers have the sole discretion on such invitation criteria and reserve the right of final decision.
5. Members who would like to register for any activity are required to log into their Member Account through the "The Point" iPhone/Android app.
6. Registration status will be confirmed once the registration process is completed, as shown on the screen of the device that the Member has used to register.
7. Registration after the cut-off date will be handled on-site, subject to availability.
8. Registration is on a first-come first-served basis. The Mall and any participating third party reserve the right to limit the number of attendees.
9. Any cancellation of registrations should be made at least 24 hours before an Event. Members may call the Customer Care Centre hotline at (852) 2691 6576 (or any other phone number that The Mall may specify from time to time) from 10am to 10pm. Hotline service hours are subject to change without prior notice.
10. Failure to attend registered Events without cancelling the registration 24 hours before the Event will be recorded in the Member Account. The Mall and organisers of Events reserve the right to reject Members with such records for registration for future Events.
11. Members must present their e-Membership Card at each registered Event for verification purposes.
12. The Mall and organisers of Events hold the right to restrict participation in Events due to failure to register properly or present an e-Membership Card.
13. For Events held in The Lounge, Participating Guests should comply with the rules and regulations applicable to The Lounge.
14. During the course of Events, the Event organiser or any participating third party may request that Participating Guests provide personal information for future direct marketing purposes. Participating Guests have the right to refuse to provide such information. The Mall shall not be liable for any direct or indirect sharing of personal information between Participating Guests and the Event organiser or any participating third party.
15. During the course of Events, live webcasts, photographs and video recording of Participating Guests attending the sessions may be taken by The Mall or people authorised by The Mall. By attending Events,

Participating Guests accept that these photographs or video may be used in any malls, Event organiser or participating third party publications or webpages, as well as future marketing activities. The Mall, Event organisers and participating third parties reserve the right to cancel a scheduled event in exceptional circumstances or if the minimum number of registrations is not reached, with advance notice.