

Terms of Use

Fortune Malls Application

This agreement sets out the terms and conditions of this Application between you, the user of Fortune Malls, and ARA Asset Management (Fortune) Limited, the owner of this Application.

Definition

In these Terms of Use, unless the context otherwise requires –

1. “Application” means the Fortune Malls mobile application.
2. “ARA” means ARA Asset Management (Fortune) Limited.
3. “ARA”, “Fortune Malls”, “we”, “our”, or “us” means ARA Asset Management (Fortune) Limited, the owner of this Application.
4. “Agreement” means the agreement between the user of this application and its owner, ARA Asset Management (Fortune) Limited.
5. “Fortune Malls” includes +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza, Metro Town, Laguna Plaza, Belvedere Square, Waldorf Avenue, Caribbean Square, Jubilee Square, Smartland, Tsing Yi Square, Centre de Laguna, Hampton Loft, Lido Avenue and Rhine Avenue, of which +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town have membership program in this Application. The membership program and its points are named as “Fortune+” and “Point+” respectively.
6. “Program”, “Membership program” means Fortune+.

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your installing, copying or otherwise using the Application and/or by clicking the “Download” or “Install” button of the Application for downloading the Application to your mobile device. If you do not agree to be bound by these Terms and Conditions, you should not download the Application or, if you wish to no longer be bound by these Terms and Conditions, please terminate this Agreement immediately by removing the Application from your mobile device.

The purpose and function of the Application enables you to (but not limited to):

1. search for shops, restaurants, venues and other facilities at Fortune Malls;
2. access and browse your Fortune+ account information (including your name, Fortune+ membership number, membership valid date and current membership points, etc);
3. access the Fortune+ program, to earn Point+, and to use the Point+ to redeem and/or reserve rewards during designated promotion periods as set out in, but not limited to, the Application, Fortune Malls website, in-mall posters or any other medium provided by ARA from time to time, in each case in accordance with the Terms and Conditions of the program;

4. receive in-app notifications and/or push notifications to your mobile device of the latest news, notices, offers and information of and from ARA, Fortune Malls and/or Fortune Malls' tenants, licensees, marketing agents or authorised representatives;
5. other purposes ancillary or related to the above.

Section 1: Fortune+ Membership Program

1. To register for the Fortune+ Membership Program, members have to fill in their valid mobile phone number in the "Mobile No" column during registration or account update process to receive the system verification code on their mobile phone. Mobile phone number needs to be verified before enrollment into the Fortune+ Membership Program.
2. ARA shall not be liable for any termination of Point+, rewards or account information due to the inaccurate or non-updated personal information provided by the member.
3. Member should follow the guidance provided by ARA through the Application in setting up the password and should securely store their password.
4. Member may change the password and their personal information, but any change shall be effective only if accepted by ARA.
5. Member shall exercise reasonable care and diligence in keeping the password. At no time and under no circumstances shall the user disclose their password to any other person.
6. Member shall be fully responsible for any accidental or unauthorised disclosure of the password to any other person and shall bear the risks of the password being used by unauthorised persons or for unauthorised purposes.
7. Upon notice or suspicion of the password being disclosed to any unauthorised person or any unauthorised use, member shall notify ARA in person as soon as practicable (and ARA may ask the member to confirm in writing on any detail given). Until actual receipt of such notification by ARA, member shall remain responsible for any and all use of the application by unauthorised person or for unauthorised purposes.
8. Member can delete their account, including their personal information, message(s), transaction history, Point+, rewards and reservation by initiating the request in-person at a designated customer service counter of Fortune Malls. Once the account is deleted, the account and its corresponding data will not be recoverable and will be erased from record permanently. ARA will not assume any responsibility for the losses arising from the member's request of account deletion.

Section 2: Earning Point+

1. Members can earn one (1) Point+ for every Hong Kong dollar (HK\$1) for

transactions one hundred Hong Kong dollars (HK\$100) or above spent by electronic payments (e.g. credit cards, EPS, Octopus, Apple Pay, Alipay, WeChat Pay, Google Pay, Samsung Pay, QuickPass or other stored value facilities under the regulatory supervision of the "Payment Systems and Stored Value Facilities Ordinance" (Cap.584)) at qualified tenants of designated Fortune Malls (i.e. +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town). The spending amount on each receipt must be one hundred Hong Kong dollars (HK\$100) or above. Amounts under HK\$1 will not be counted towards Point+.

2. Point+ will be deposited into the member's account within seven (7) days from the date of the transaction (as per the date stated on the machine-printed receipts) or on the last day of promotion period (whichever is the earlier). Expired receipts will not be accepted for point registration.
3. Expiry date for Point+ is 31 December of each year. This means Point+ earned from 1 January to 31 December in current year will be expired on 31 December of the current year. Expired Point+ will be forfeited automatically.
4. For any valid receipt(s), only the first ten thousand Hong Kong dollars (HK\$10,000) daily shall be entitled to earn Point+ (i.e. for any valid receipt(s), members can earn up to a maximum of 10,000 Point+ daily). For any valid receipt(s) beyond HK\$10,000 on a day, no Point+ can be earned.
5. Members may redeem Point+ for rewards, or any other special rewards on offer as may be determined by ARA from time to time at its absolute discretion. ARA reserves the right to change the requirements for earning Point+ (including, but not limited to, the earning rate, quota & redemption gift) without prior notice as well as the final right of determination in case of disagreement or disputes.
6. Members are entitled to earn Point+ by presenting valid, original and printed receipt(s) issued by qualified tenants and the corresponding electronic payment slip(s) during the designated promotion period. Each printed receipt issued by qualified tenants (each representing a single transaction) must be registered via the Application or at a designated customer service counter at the selected Fortune Malls to earn Point+.
7. For Point+ Self-registration through the Application, the maximum spending amount valid for each receipt uploaded is two thousand nine hundred and ninety nine Hong Kong dollars (HK\$2,999). To register Point+ for any receipt at three thousand Hong Kong dollars or above (HK\$3,000 or above), members must register Point+ in person at the designated customer service counter at the selected Fortune Malls (i.e. +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town).
8. Only machine-printed receipt(s) from qualified tenants will be accepted. Any receipt(s) of cash, cash voucher payment, deposit and/or handwritten receipt(s) will not be accepted. Photocopied or duplicated receipt(s) will not be accepted.
9. All valid receipts and electronic payment slips must contain clearly the name of

the merchant, shop address, invoice number, transaction number, transaction date, amount of the transaction.

10. Receipts from the following shops or services will not be eligible to register Point+: non-qualified tenants at designated Fortune Malls, dental/clinic services; kiosks, exhibition venues, temporary exhibition booths or pop-up stores; pre-sale vouchers (including: cash vouchers, cake or food stamps, merchandise redemption vouchers, gift cards, shopping cards and membership cards, etc.); the purchase or topping-up of an Octopus, or value-added or payment services; estate agents; banking and payment services; parking; online shopping (except for online movie tickets); e-mail or phone reservations; cancelled or returned transaction; exchange with EPS cash withdrawal; currency exchange; refundable deposit; or other non-eligible transactions.
11. All discounts, the use of cash coupon, promotion coupons or promotional codes deducted amounts will not be eligible for Point+ registration. Only actual paid amount will be counted.
12. For instalment payment, the full amount listed on the merchant's machine-printed receipt will be counted towards redemption. For non-refundable deposit payment and corresponding balance payment, the amount listed on the respective merchant's machine-printed receipts will be counted towards redemption.
13. Each receipt and corresponding payment slip can only be used for Point+ registration once and cannot be used in conjunction with other offers and promotions.
14. If a member wants to cancel a purchase that has been used to redeem Point+ and gets a refund, the member must first return the earned Point+ at the customer service counter at the selected Fortune Malls where the spending was made before getting a refund from the merchant. If a member is found using receipts that have earned Point+ to get a refund, ARA has the absolute discretion to deduct corresponding Point+ from their account. The Member is also required to return the redeemed rewards or gifts.
15. Point+ has no cash value and is not exchangeable for cash. Point+ cannot be sold, purchased, assigned or transferred.
16. Members are required to keep all supporting documents for verification purposes (as may be required by ARA) for a period of six (6) months from the date of Point+ registration of the relevant receipt.
17. No change can be made for successfully submitted transaction of Point+. Only receipts and corresponding electronic payment slip that belong to the specified member name(s) will be accepted for Point+ registration and/or reward redemptions. The name shown on the electronic payment card must be the same as the registered member's name. ARA may request the member to present the relevant credit card/EPS/mobile device for verification purposes.
18. ARA reserves the right to change the basis on which Point+ are awarded

(including exchange rate of Point+) at any time without prior notice at ARA's sole discretion from time to time.

19. Members will be able to view their Point+ account balance and expiry date through the Application during the designated promotion period.
20. For additional Terms & Conditions regarding Point+ earning, please refer to the updated notice from ARA in various communication channels from time to time.
21. ARA retains the right to withhold any point registration from members with faulty receipts, including but not limited to an (i) unclear receipt photo upload, (ii) duplicated receipt, (iii) a transaction paid by cash, (iv) unmatched amount input from the corresponding receipt and self-registration of Point+, (v) over the daily maximum point registration limit, etc. Point+ will not be issued on any unregistered, void, and partially or fully refunded transactions. In case of any suspected intentionally fraudulent, ARA reserves the right to suspend or disable the member's access to the Program without prior notice and ARA reserves the right of final decision in case of any dispute.

Section 3: Point+ Self-Registration

In addition to Section 2 above, should the member upload receipts and corresponding electronic payment slips via the Application for earning Point+, the member will be subject to the following terms and conditions:

1. For Point+ self-registration, member can upload maximum five (5) merchant's machine-printed and one (1) corresponding electronic payment slip at the same transaction amount at a time. Submission in which either the merchant's receipt or payment slip is missing or not matching will not be accepted.
2. The submitted merchant's receipt and payment slips would be verified within seven (7) working days. Members will receive in-app Point+ status notification. Members should ensure these notifications are enabled in the application to receive the update information.
3. Members are required to enter their spending information, including the mall, shop name, receipt date, receipt amount and receipt number and etc. If members enter the information incorrectly or incompletely, the submission will be rejected and they will have to re-submit the spending information within three (3) working days upon receiving in-app status notification. Members should ensure these notifications are enabled in the application.
4. Only clear images of merchant's machine-printed receipts and electronic payment slips will be accepted for Point+ self-registration through the Application. Members should ensure their mobile network connection is stable while uploading the receipt and electronic payment slip. ARA has no responsibility for any unsuccessful upload in case of unstable mobile network connection.
5. ARA reserves the right to decline any Point+ registration for any inaccurate,

incomplete and/or inadequate submission.

6. All images submitted would be used for Point+ registration, verification purpose and internal audit only and will be destroyed after 3 months.
7. ARA reserves all the rights to amend the terms and conditions above and ARA reserves the right of final decision in case of any dispute.

Section 4: Redemption of Rewards

Members may use valid and unexpired Point+ to redeem rewards in accordance with the designated promotion period as set out in the Application, Fortune Malls website, in-mall posters or any other medium provided by ARA from time to time.

1. Redemption of reward is subject to the required Point+ as well as stock availability and it will be based on first-come-first-served basis. Members will obtain a QR code for each successful redemption and shall present the QR code in the Application during reward redemption. Screenshots will not be accepted.
2. All photos of reward items are for reference only and the actual products may vary.
3. All reward items are provided on “as-is” condition and are without any representation or warranties of any kind, including, but not limited to, warranties of merchantability, non-infringement of intellectual property, satisfactory quality or fitness for any particular purpose and save as expressly provided in these terms and conditions, any and all such representations and warranties, whether expressed or implied by statute, common law, trade usage or otherwise, are hereby expressly excluded to the maximum extent permitted by law. ARA does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of or otherwise in respect of the materials on this site or any sites linked to this site.
4. ARA shall not be responsible for the condition of, the operation of, or any damage, loss or bodily injury arising from usage of the reward items. All product warranties or queries on the rewards redeemed should be referred to the original supplier or manufacturer directly. Any dispute concerning the rewards shall be settled between the member and the supplier or manufacturer concerned who supplied the rewards.
5. Under no circumstances (including, but not limited to, negligence, omission or default) shall ARA be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of profit, business interruption or loss of information or data, arising out of the use or the inability to use the rewards even if ARA or an ARA representative has been advised of the possibility of such damages.
6. Members hereby expressly acknowledged that any reward redeemed is the transaction between the members or the relevant goods or service providers

and that there is no contractual relationship between ARA or Fortune Malls and the members in any kind of goods or services redeemed.

7. All redemptions of Point+ for rewards are to be made with sufficient and valid Point+ balance during a designated promotion period and are subject to ARA's final acceptance. The required Point+ for the reward redemption will be deducted from the member's account upon successful redemption.
8. ARA reserves the right to change the terms and conditions for the redemption of rewards, and the amount of Point+ required for redemption of rewards from time to time without prior notice.
9. Any rewards redeemed by the member cannot be exchanged for cash nor may any application for redemption of Point+ for a reward be revoked or cancelled by the member. No cash refund will be given in relation to any rewards redeemed by the member and/or any unredeemed Point+.
10. Any vouchers that may be redeemed as rewards under the Program shall not be redeemable for cash and the use of such vouchers shall be further subject to the terms and conditions stipulated by the respective merchants supplying such vouchers.
11. All rewards are subject to availability (including, but not limited to, stock and time availability), and any restriction may apply as to where and when the rewards may be redeemed. ARA reserves the right, at its sole discretion, to discontinue any reward item or to substitute a similar reward item of equivalent value at any time without prior notice. ARA provides no guarantee that any rewards will remain available for the entire term of any designated promotion period.
12. Each reward lists the designated mall available for redemption. Member can select the suitable mall for redemption. Member must redeem the reward at the chosen mall and can not make any change. ARA shall not be liable whatsoever for any loss arising directly or indirectly from redemption.
13. In case of disputes related to reward redemption, ARA reserves the right of final decision, without giving any reason therefor.

Section 5: Grant of Licence

Subject to the users' compliance with these Terms and Conditions, ARA hereby agree to grant users a personal, limited, non-exclusive, non-transferable, revocable licence to use a single copy of the Application on a single mobile device primarily used by you for private and/or non-commercial purposes only. Other unauthorised uses of the Application are prohibited including but not limited to the re-sale, transfer, modification of this Application.

This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Application and destroying all copies of the Application in the

possession.

Upon any termination, you agree to immediately uninstall the Application and destroy all copies of the Application, any accompanying documentation and all other associated materials. ARA reserves the right to terminate this Agreement at any time if user is in breach of any of the terms of this Agreement.

ARA may, at any time and without giving notice, make changes, corrections and/or improvements to the Application, stop providing the Application or feature of the Application to users generally, or create usage limits for the Application.

Section 6: Ownership of the Application

ARA retains all rights, titles and interests (including intellectual property rights) on all text, graphic images, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials (the "Content") in and to the Application.

Any act of copying the Application or the materials contained therein without prior written permission of ARA or modifying or re-using the text or graphics on the Application is prohibited. ARA reserves all rights not expressly granted under this Agreement.

Subject to the agreement on following terms, you may use the Application for personal purpose only, which includes recreational use and social use.

1. The user may not to use the Content of the Application for commercial purposes; and/or
2. systematically copy the Content from the Application with a view to creating or compiling any form of comprehensive collection, compilation, directory or database.

Section 7: Links from the Application

The Application may contain links to other websites and resources provided by third parties. These links are provided for your information and/or easy access only. ARA has no control over contents of those sites and resources and has no responsibility for any loss or damage that may arise from your use of them. ARA is not responsible for the privacy practices adopted in these other websites and resources and strongly recommend that you should review and consider the privacy policies of these websites and resources before accessing them.

Section 8: Disclaimers

1. Whilst ARA endeavours to keep the content or products included on the Application up to date, ARA makes no representations or warranties of any kind, express or implied, as to the operation of the Application or the accuracy, adequacy and completeness of the content or products included on this Application or any third party software that may be used in connection with this Application.
2. To the full extent permissible under applicable law, ARA disclaims all warranties, express or implied thereof. The Application and software are provided “as-is” and “as-available” without warranty of any kind. ARA accepts no liability for any disruption or non-availability of the Application resulting from external causes including, but not limited to, ISP equipment failure, push server failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
3. ARA shall not be responsible or liable for any loss or damages or indemnifications arising or resulting from or caused by the installation, ability/inability to use or improper running of this Application or contents being unable to be downloaded or lost internet connectivity or interruptions, delays, defects or omissions that may exist in the contents provided in this Application or the links to other websites and resources provided by third parties, or whatsoever kind arising out of user’s use of or access to the Application including loss of profit or the like whether based on breach of contract, tort (including negligence), product liability or otherwise. Users should be aware that they use the Application and its content at their own risk.
4. ARA does not guarantee that no viruses or other contaminating or destructive properties may be transmitted through this Application, or that no damage will occur in the users’ mobile smart phone or any other devices. You have the sole responsibility for ensuring adequate protection and back-up data, information and/or equipment, and for undertaking appropriate precautions to scan for computer viruses or other destructive properties. ARA is not liable for any damage or alteration to user’s equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.
5. The information provided in the Application is intended for general information purposes only. No part of this Application is intended to constitute advice and the content of this Application should not be relied upon when making any decisions.
6. Where information in the “Promotions” section in this Application is supplied by the relevant Product and Service Providers, ARA shall not be responsible for any loss or damages arising from the use of or the inability to use the information and/or the products and/or services offered by the Product and Service

Providers.

Section 9: General Terms and Conditions

1. This is the entire agreement between the user and ARA relating to the subject matter herein and will not be modified except in writing, or by a change to this Agreement by ARA.
2. ARA reserves the right to revise this Agreement at any time. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere at Fortune Malls. ARA will use reasonable efforts to ensure that any important changes will be notified to users by an appropriate method, such as a notice at Fortune Malls. However, it is your responsibility to check the terms and conditions regularly to take notice of any changes we make. Users' continued use of the Application after any changes to the terms and conditions will constitute the acceptance of such changes. If you do not agree with any changes or additions we make, please refrain from using the Application.
3. User cannot nor allow third parties on user's behalf to make and distribute copies of the Application; or attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or create derivative works of the Application of any kind whatsoever.
4. The Application is made available to users free of charge for users' private and non-commercial use. ARA reserves the right to amend or withdraw the Application or change for the Application or service provided to user in accordance with these Agreement at any time and for any reason.
5. Users acknowledge and agree that they may be charged by their respective mobile network services providers or such third-party charges while using this Application (including roaming charges). You are fully responsible for any such charges that may incur.
6. This Application is available to handheld mobile devices running Apple iOS and Android Google Play. ARA does not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable. You acknowledge that the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside ARA's reasonable control.
7. Users must possess a mobile smart phone, mobile device or mobile network that is compatible up to the configuration standards with Internet connectivity in order to use this Application which is compatible with mobile devices operated by Apple's iOS 11.0 or above or Android 7.0 or above. These software requirements might be upgraded or changed time-to-time to stay compatible

with functionality changes.

8. ARA reserves the right to terminate the use of the Application at any time without giving notice or reasons to the users.
9. If any terms in this Agreement shall be illegal, invalid or for any reason unenforceable in whole or in part, under any ordinance or law, such term shall to that extent be deemed not to form part of this Agreement and legality, validity or enforceability of the remaining terms will not be affected.
10. This Agreement will be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. Users agree to submit exclusive jurisdiction of the Courts in Hong Kong with respect to any legal proceedings that may arise in connection with this Application, or from a dispute as to interpretation or breach of this Agreement.
11. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Agreement. For the avoidance of doubt, this term shall not affect any right or remedy of a third party which exists or is available apart from the Third Parties Ordinance.
12. In the event that there is any inconsistency between the English and Chinese versions of this Agreement, the English version shall apply and prevail.

Section 10: Privacy

The use of the Application is also governed by our Privacy Policy Statement ("PPS") and Personal Information Collection Statement ("PICS") which have been incorporated into this Agreement and are set out below. We safeguard information provided by our members and web site users ("User").

Section 10.1: Privacy Policy Statement ("PPS")

1. ARA Asset Management (Fortune) Limited ("ARA", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using, processing and transmitting Personal Data and this PPS explains our privacy practices. We are legally required to comply with the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong Special Administrative Region when collecting, holding, using and/or processing your Personal Data. In doing so, we will ensure compliance by our staff to the strictest standards of security and confidentiality.
2. Users are strongly recommended to read this PPS carefully to have an understanding of our policy and practices regarding how your Personal Data will be collected, treated and processed. The provisions of this PPS may be updated, revised, varied and/or amended from time-to-time as we deem necessary. It is the Users' obligation to regularly check for any changes in this

PPS.

3. By providing your Personal Data to us, you are consenting to this PPS and the collection, use, transfer, storage and processing of your Personal Data as described in this PPS.
4. You must get the consent by guardian before providing any personal information or data if you are under 18 years of age.

5. Kinds of Information Collected

Depending on the types of goods and/or services we provide to you, we may collect two basic types of data from you, "Personal Data" and "Non-Personal Data":

a. Personal Data

The following are the common situations when we may collect and store your Personal Data, which include but are not limited to:

- registration for Fortune+ program, enjoying benefits or otherwise using our services as a member of Fortune+, activities and/or other services;
- using and/or browsing our mobile applications;
- purchasing and/or using our services, including without limitation to subscribing to our communication materials;
- entry and/or participating in any of our promotional, marketing or advertising activities;
- collect consumption data by using mobile camera, like machine printed receipt and electronic receipt;
- posting, uploading, creating or otherwise generating any content and/or information including any artistic, musical, literary, sound recording, film and/or type of work on our website and/or mobile application; and
- request for customer service or other assistance in connection with our products and/or services.

b. Non-Personal Data

We may keep an activity log which does not identify you individually and cannot be used to identify the identity of any particular user. Generally, we collect and store the following categories of Non-Personal Data:

- information about your device that you use to access our mobile applications, such as the device name, operating system, IP address, version, the type of network and mobile Internet browser you use, the browser type and configuration, the geo-

location information and other unique device identifiers of the device, browsing preferences (for example: language settings and default malls) etc.; and

- information about your use of the mobile application, such as the domain names you visit and the specific actions you take on the mobile application, the number of new or returning visits, statistics on the pages visited and referred, a reading history of the pages and sites you have visited and viewed, search terms used and search results, error and crash statistics, traffic data (such as time, duration and date of access).

6. Purposes and Uses of Personal Data Collected

The purposes for which we may use your Personal Data and non-personal data will be stated in the Personal Information Collection Statement (“PICS”), application form, terms and conditions, mobile application and/or webpage relevant to your provision of Personal Data to us. If you do not provide us the personal information/data, we may not be able to provide certain services in this Application.

7. Disclosure and Transfer of Personal Data

We endeavour to ensure security and confidentiality of all personal information/data provided by users through this Application. We will take all practicable steps to keep your Personal Data confidential. By downloading and using this Application, users agree, consent and authorise us to disclose and/or transfer their personal information/data to our staff or contractors, irrespective of whether they are located within or outside Hong Kong. We may disclose, transfer and/or assign such data to the following parties:

- any agent, adviser, auditor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, fraud prevention, insurance, data processing, management services, letting and licensing services, marketing and promotional services, and/or other services to us in connection with the operation of our business and/or the relevant service(s);
- any actual or proposed assignee, transferee or successor of or to ARA’s rights in respect of your Personal Data if ARA decides to sell, merge and/or reorganise any part of its business;
- any person under a duty of confidentiality to us or who has undertaken to keep users’ personal information/data confidential and use them in strict compliance with the requirements of Personal Data (Privacy) Ordinance (Cap. 486);
- where we consider it necessary to do so in order to protect with applicable laws, regulations, including but not limited to judicial

proceedings, court orders or legal services.

We may also disclose and/or transfer your Personal Data in the manner as stated in the Personal Information Collection Statement and/or any terms and conditions.

The parties to whom we disclose and/or transfer your Personal Data may be situated outside of Hong Kong where there may not be in place data protection laws which are substantially similar to or serve the same purposes as the Personal Data (Privacy) Ordinance.

8. Links to Other Websites

The Application may contain links to other websites and resources provided by third parties. If you click on any of these advertisements or hyperlinks, you may leave our mobile application for another location. At any other website, the protection of your privacy, Personal Data and your exposure to cookies are not our responsibility and you are advised to refer to the privacy policy of that other location (if any).

This application may allow you to link and/or connect to third party social networking sites. If you choose to link and/or connect to these third-party social networking sites, we may be able to collect certain Personal Data from your social networking profile in those sites. In that case, we will collect and use such Personal Data only for the purpose of providing you with the connection to the social networking sites.

9. Use of Cookies

This Application uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" for tracking and examining usage of this Application in order to prepare analytical reports and to monitor traffic in this Application, as well as to improve, customize and enhance your browsing experience.

Users can share this Application in other social networking sites such as Facebook, Instagram and WeChat. We do not control these cookies and you should check the relevant third-party websites to see how your information is used and how to opt-out.

Users may choose to reject all or some cookies at any time by changing the setting of your web browser on your device. However, please be aware that you will not be able to use some of the functions of this Application if you choose to delete or restrict cookies.

10. Security and Storage of Information

Except the above mentioned, your Personal Data will be stored and accessed only by our employees or contractors who are authorised to do so. Your Personal Data will be automatically stored and will be kept on a secured server and will be encrypted and/or password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of ARA or its contractors. The network transmission of Personal Data will also be protected by using the SSL protocol. Personal Data are treated as confidential information by ARA and all staff and contractors designated to handle Personal Data will be instructed to do so only in accordance with this PPS.

11. Use of Personal Data in Legal Proceedings

If it becomes necessary that we have to take action against you for any reason whatsoever including recovering from you any money you owe us, you expressly agree that the Personal Data provided by you can be relied upon in identifying and taking legal action against you.

12. Right to access and Correct Personal Data

You may at any time request access to and correct Personal Data relating to you in any of our records. You may also ask us to delete your Personal Data from any active mailing or distribution list. We have the right to charge you a reasonable fee for processing of any information/data access request. If you wish to access or make amendments to your personal information/data held by us, please send such request by post to our Personal Data Privacy Officer:

ARA Asset Management (Fortune) Limited
Shop 901, Level 9
Fortune Metropolis
6 Metropolis Drive, Hung Hom
Kowloon, Hong Kong
Attention: Personal Data Privacy Officer (Legal Department)
(Please mark as "Confidential")

13. Retention of Personal Data

Personal Data provided by you are retained by us for as long as the purposes and any directly-related purposes for which such data were collected continue. Once it is not necessary to use the Personal Data to fulfill such purposes, they are then destroyed within a reasonable time unless their retention is required to satisfy legal, regulatory or accounting requirements or to protect the ARA's interests.

14. This PPS may from time to time be updated, revised and changed. Any change, update or modification will be effective immediately upon being posted in the Application. You should check the Application for updates to this PPS on a regular basis.

15. In the event that there is any inconsistency between the English and Chinese version of this PPS, the English version shall prevail.

Section 10.2: Personal Information Collection Statement (“PICS”)

Where your personal data is collected in connection with the Application (defined below), our use of such personal data shall be in accordance with the terms and conditions of this PICS and the Application’s Terms of Use accessible within the Application (the “Terms”). Where your personal data is collected in connection with a specific activity, event, service and/or program in connection with the Program (defined below) offered by ARA Asset Management (Fortune) Limited (“ARA”), in addition to this PICS and the Terms, you should also refer to ARA’s Privacy Policy Statement accessible within the Application (“PPS”), the personal information collection statement and any terms in connection with such activity, event, service and/or program.

By downloading, accessing or continuing using the Application and providing us with your personal data, you accept and consent to the practices described in this PICS, the PPS, as well as any other personal information collection statement applicable to any activity, event, service and/or program in connection with the Program, through which your personal data is collected.

The terms in this PICS may change from time to time. We will alert you of such changes by posting the updated PICS in the Application. Your continued access to the Application after the posting of such changes indicates your consent to the same.

1. Purposes for which we collect Data

The personal data provided by you will be used for your enrolment to:

- a. the Fortune+ Membership Program at +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town (the “Program”) offered by ARA; and
- b. the mobile application named “Fortune Malls” (the “Application”). If you want us to process your enrolment to the Program and/or to use the Application, you must provide the personal data marked as “mandatory” in the applicable registration form. The types of personal data we may collect from you include, without limitation, your name, member ID, mobile number, email address, month of birth, gender, age group and the transaction

information of your purchases made (such as merchant name and date and amount of purchase) at the malls under the Program. We suggest that you fill in your English name in the form as shown on your Hong Kong identity Card in the "Name" field, to facilitate verification of your identity at various instances of your participation in the Program and/or use of the Application. On the other hand, it is entirely voluntary for you to provide personal data which is not marked as "mandatory" in the relevant registration form.

The personal data provided by you will also be used by ARA (as defined in the Terms) for the purposes of:

- a. processing the application, administering, operating, managing, continuing, terminating and recovering of your enrolment in the Program and use of the Application;
- b. operating, managing, customising, enhancing, optimising and improving the Program and the Application;
- c. providing you with news, notices, and other communications in relation to Fortune Malls and/or ARA (including, but not limited to, providing updates in relation to ARA, Fortune Malls, Fortune Malls' tenants and/or joint promotion partners selected by ARA; events held at or by ARA, Fortune Malls, Fortune Malls' tenants and/or joint promotion partners selected by ARA, including without limitation through email, through in-app notification, and/or push notifications to your mobile device);
- d. earning, recording, accumulating and keeping track of your Fortune Malls Point+ for rewards redemption and issuance of redemption letters and other communications (including, but not limited to, by email, through in-app notifications, and/or push notifications to your mobile device) in relation to the same;
- e. operating and managing your account and dealing with any accumulated Point+ in accordance with the Program;
- f. identifying and verifying your identity and/or as a member;
- g. making disclosure to any law enforcement agency or governmental authority in Hong Kong under the requirements of any applicable law or regulation; detecting, preventing, or otherwise addressing fraud or security issues; or protecting against harm to the rights, property or safety of ARA, Fortune Malls and/or Fortune Malls' tenants;
- h. handling and following up customer service calls, enquiries and/or complaints relating to or arising from the Program and/or the Application (including but not limited to, by email and/or by phone);
- i. enabling us to better understand the demographics of our users;
- j. protecting the rights or properties of ARA, Fortune Malls and Fortune Malls' tenants; and
- k. other purposes ancillary or related to the above.

2. Use of Personal Data in Direct Marketing

We intend to use your personal data in direct marketing, and we may not so use your personal data in direct marketing, and we may not use your personal data unless we have received your consent (including an indication of no objection). We shall use your family name, given name, birth month, gender, age group, email address and contact phone number for marketing the following categories of services:

- a. Mall services and products of Fortune Malls and/or Fortune Malls' tenants;
- b. Rewards, promotions, events and benefits related to or offered by Fortune Malls, Fortune Malls' tenants and/or ARA;
- c. Joint promotions with merchants and business partners selected by ARA and offering discounts, special offers or other benefits to Fortune Malls' customers and/or Program members.

When you first provide your personal information to us through an application form, if you object to our use of your personal data for the relevant direct marketing purposes, please tick the relevant checkbox which allows you to opt out of our direct marketing activities. If you do not tick the box and if you confirm your understanding and acceptance to the applicable personal information collection statement, privacy policy and/or terms and conditions, you agree that we may use your personal data for the relevant direct marketing purposes.

You may also change your mind and request that we stop sending you direct marketing materials and/or communications at any time by changing the notification settings in the Application, emailing us at app@fortunemalls.com.hk and/or contacting us at the address provided at the end of this PICS. We will, at no cost to you, comply with your request within a reasonable time.

3. Disclosure/ Transfer of Personal Data

The personal data collected will be used for the purposes above. We will take all practicable steps to keep your personal data confidential, but we may transfer/ assign such data to the following parties:

- a. any agent, adviser, auditor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, fraud prevention, insurance, data processing, management services, letting and licensing services, marketing and promotional services, and/or other services to us in connection with the operation of our business;
- b. any actual or proposed assignee, transferee or successor of or to ARA's rights in respect of your Personal Data if ARA decides to sell, merge and/or reorganize any part of its business;
- c. any person under a duty of confidentiality to us or who has undertaken to keep users' personal information/data confidential and use them in strict

compliance with the requirements of Personal Data (Privacy) ordinance (Cap. 486);

- d. where we consider it necessary to do so in order to protect with applicable laws, regulations, including but not limited to judicial proceedings, court orders, or legal services.

4. Use of Cookies

When you access or use the Application, ARA may use cookies, web beacons and/or unique device identifiers to identify your device and to store and track information about your browsing activities and histories, user preferences and other actions in the Application for the purpose of operating, managing and improving the Application and the Program. In order for the Application to work properly, it is not possible to disable these cookies, web beacons and/or unique device identifiers. If you do not agree to our use, you should cease downloading, installing, accessing and/or using the Application and uninstall the same.

5. Right to Access and Correction of Personal Data

You have the right to request access to and the correction of the personal data relating to you in any of our records. You may also ask us to delete your personal data from any active mailing or distribution list. You may send such request by post to our Personal Data Privacy Officer:

ARA Asset Management (Fortune) Limited
Shop 901, Level 9
Fortune Metropolis
6 Metropolis Drive, Hung Hom
Kowloon, Hong Kong
Attention: Personal Data Privacy Officer (Legal Department)
(Please mark as "Confidential")

使用條款及細則
置富 Malls 流動應用程式

本協議規定了您（置富 Malls 的用戶）與本流動應用程式的擁有者「置富資產管理有限公司」之間本流動應用程式的條款及細則。

定義

在這些使用條款及細則中〔除非下文另有要求〕：

1. “流動應用程式”指置富 Malls 流動應用程式。
2. “置富”是指置富資產管理有限公司。
3. “置富”、“置富 Malls”、“我們”、“我們的”是指置富資產管理有限公司（本流動應用程式的擁有者）。
4. “協議”是指此流動應用程式的用戶與程式擁有者「置富資產管理有限公司」之間的協議
5. “置富 Malls”包括+WOO 嘉湖、置富第一城、置富都會、馬鞍山廣場、都會駅、麗港城商場、麗城薈、華都大道、映灣薈、銀禧薈、荃薈、青怡薈、城中薈、凱帆薈、麗都大道及海韻大道。其中+WOO 嘉湖、置富第一城、置富都會、馬鞍山廣場及都會駅在此流動應用程式中設有會員計劃。會員計劃及其積分名為 Fortune+和 Point+。
6. “計劃”或“會員計劃”指 Fortune+。

在您安裝，複製或以其他方式使用此流動應用程式，及/或按下“下載”或“安裝”按鈕以下載本流動應用程式到您的手提電子裝置時，即表示您遵守這些條款及細則並受其約束。如果您不同意這些條款及細則的約束，則不應下載應用程式，及/或請立即從您的手提電子裝置中刪除本流動應用程式以終止本協議。

本流動應用程式的目的和功能包括（但不限於）：

1. 在置富 Malls 尋找商店、餐飲或其他設施；
2. 進入及瀏覽您的 Fortune+帳戶資料（包括您的姓名、Fortune+會員編號、會員有效日期及當前會員積分等）；
3. 參與 Fortune+會員計劃及兌換 Point+，並根據置富在(包括但不限於)流動應用程式、網站，商場內海報或任何其他媒介公佈的條款及細則，於指定推廣期內使用 Point+兌換及/或預訂獎賞；
4. 經由流動應用程式內的通知、推送通知，收取置富、置富 Malls、其租戶，及/或其許可人的最新資訊及優惠推廣。
5. 與上述有關的其他輔加目的。

第一節：Fortune+會員計劃

1. 如欲成為 Fortune+的會員，閣下必須在註冊或帳戶更新過程中在“手機號碼”列中填寫真實及有效的手機號碼，以便在其手機上接收系統驗證碼。閣下的手機號碼需通過驗證，才能成為 Fortune +的會員。
2. 如因會員提供不正確或未更新的個人資料，以致 Point+、獎賞或帳戶的任何終止，置富一概不負責。
3. 會員在設定密碼時應遵循置富通過應用程式提供的指引，並應安全地存儲其密碼。
4. 會員可以在置富接受有效的情况下，更改密碼及其個人資料。
5. 會員任何情況及時期下，均不得將密碼洩露給任何其他人，並應誠實謹慎地保存密碼。
6. 會員需對密碼洩露給任何其他人（不論意外或未經授權）承擔全部責任，並承擔密碼被未經授權者使用或用於未經授權目的的風險。
7. 會員一旦懷疑密碼洩露給任何未經授權的人，或未經授權的使用本流動應用程式，應在可行的情況下盡快親自通知置富（如有需要，置富會要求會員以書面形式確認詳情）。直到置富收到此類通知前，會員應對未授權人士，及/或用於未經授權目的的風險而負責。
8. 會員可以親自到在置富 Malls 的指定客戶服務中心要求刪除其個人帳戶（包括其個人資料、訊息、交易歷史、Point+記錄、獎賞兌換及預訂記錄）。刪除後，該帳戶及其相應資料將無法恢復。置富不會對會員刪除帳戶後所造成的損失承擔任何責任。

第二節：Point+兌換

1. 會員凡於指定置富 Malls (即+WOO 嘉湖、置富第一城、置富都會、馬鞍山廣場及都會駅) 旗下合資格商戶以電子貨幣消費每港幣一元（HK\$1）即可兌換 1 分 Point+。金額不足港幣一元（HK\$1）將不會計入 Point+。電子貨幣支付方式包括：信用卡、易辦事、八達通、Apple Pay、支付寶、微信支付、Google Pay、Samsung Pay、銀聯卡或其他在“支付系統及儲值支付工具條例”（第 584 章）的監管下的儲值支付工具。每張收據之消費總金額必須達港幣一百元（HK\$100）或以上。
2. 會員應在消費日 7 天內（包括機印單據發出日期），或推廣期的最後一天內（以較早者為準）兌換 Point+。逾期單據將不獲兌換 Point+。
3. Point+的到期日為每年 12 月 31 日。這意味著從本年度 1 月 1 日至 12 月 31 日兌換的 Point+將在同年 12 月 31 日到期，並且必須用於同年 12 月 31 日或之前兌換獎賞，逾期的 Point+將自動失效。
4. 每日兌換 point+ 之有效消費額為港幣一萬元（HK\$10,000）（即會員每天最多只可兌換 10,000 Point+）。超過港幣 10,000 元上限的消費額將不會被計算作兌換 point+之用。

5. 會員可以以 Point+ 兌換獎賞，或其他因置富酌情決定提供的任何特殊獎賞。置富保留更改兌換 Point+ 條款及細則（包括但不限於兌換率、限額或禮物）的權利，並不予另行通知。如果有分歧，置富保留最終決定權。
6. 會員可於指定的推廣期內出示合資格商戶發出的有效正本機印單據，連同相應的電子貨幣簽賬存根，以兌換 Point+。每組合資格租戶發出的機印單據及電子貨幣簽賬存根（代表單筆交易）都必須透過流動應用程式，或到指定的置富 Malls 客戶服務中心進行登記以兌換 Point+。
7. 會員可透過流動應用程式，上載每張消費金額不高於港幣 2,999 元（HK\$2,999）的機印單據以兌換 Point+。如會員欲以每張消費金額高於港幣 3,000 元（HK\$3,000）的機印單據兌換 Point+，則必須親自到指定的置富 Malls 客戶服務中心（即+WOO 嘉湖、置富第一城、置富都會、馬鞍山廣場及都會駅）進行登記，才能成功兌換 Point+。
8. Point+ 兌換活動僅接受合資格租戶的機印單據。任何以現金或現金券支付的消費、按金及/或手寫單據將不獲接受。影印或重複使用的單據恕不接受。
9. 所有有效的機印單據及電子貨幣簽賬存根均必須清楚地列明商戶名稱、商舖地址、發票編號、交易編號、交易日期和交易金額。
10. 以下消費單據不適用於此兌換計劃，包括非指定商場租戶、牙科/醫務所、展銷車及攤位、購買任何預售代用券（包括：現金禮券、餅卡、食品券、貨品換領券、禮品卡、購物卡及會員卡等）、八達通或會員卡增值、地產代理、銀行及繳費服務、停車場、網上購物（網上購買電影戲票除外）、電郵或電話訂購、取消或退款的交易、以 EPS 提款易作提款交易、外幣找換、繳付可發還之按金及訂金。
11. 計算金額以實付金額，即已扣除消費單據上列明的所有折扣優惠、使用的現金券、推廣優惠券及/或推廣代碼的折扣之金額為準。
12. 對於分期付款的單據，機印單據上列明的全額款項將被計入 Point+ 兌換金額。對於不可退還的按金支付和相應的餘額消費，機印單據上列明的全額款項同樣將被計入 Point+ 兌換金額。
13. 消費單據不可重覆使用，如參加本 Point+ 兌換活動，不得以相同之消費單據同時參加其他推廣活動。
14. 如會員欲取消已用於兌換 Point+ 的消費並獲取退款，則會員必須先在消費所在的置富 Malls 的客戶服務中心退還所兌換的 Point+，然後才能從商店處獲得退款。如果會員被發現使用已兌換 Point+ 的單據獲得退款，則置富有權從其帳戶中扣除相應的 Point+，同時會員必須歸還已兌換的獎賞或禮物。
15. Point+ 沒有現金價值，不能兌換現金、不能出售、購買、分配或轉讓。
16. 會員必須在兌換 Point+ 起六（6）個月內保留所有證明文件以進行核對（置富有機會要求會員提供相關文件以作核對）。
17. 成功提交兌換 Point+ 的交易將無法更改。兌換 Point+ 或獎賞僅接受屬於指定會員名稱的單據和相應的電子貨幣簽賬存根。電子付款卡上顯示的姓名必須與註冊會員的姓名相同。置富可能會要求會員出示相關的信用卡/易辦事/手提電子裝置以進行核實。

18. 置富保留隨時更改兌換 Point+條款及細則（包括 Point+的兌換率）的權利，恕不另行通知。
19. 會員將可以在指定的推廣期內，透過本流動應用程式查看其 Point+帳戶的餘額及到期日
20. 請不時參考置富在各種媒體渠道發出有關兌換 Point +的其他詳細條款及細則。
21. 置富有權拒絕為會員就任何錯誤的消費單據兌換任何 Point+，包括但不限於(i)上載不清晰的照片；(ii)重複使用消費單據；(iii)現金支付的交易；(iv)消費單據金額與輸入金額不符；(v)超出每日最高兌換金幣的限制等。置富不會為任何未經註冊的、無效的、部分或全部退款的交易兌換 Point+。如果有任何故意或企圖故意欺詐的嫌疑，置富保留在不事先通知的情況下暫停或禁止會員使用本流動應用程式的權利。如有任何爭議，置富保留最終決定權。

第三節：自助兌換

除上述第二節外，如果會員透過本流動應用程式上載消費單據和相應的電子貨幣簽賬存根以兌換 Point+，則會員必須遵守以下規定：

1. 會員每次最多可上載五張由合資格商戶發出的機印單據及一張相應的電子貨幣簽賬存根。未能同時提交有效機印單據及其相應的電子貨幣簽賬存根，則不能成功兌換 Point+。
2. 會員提交的有效消費單據及其相應的電子貨幣簽賬存根將在 7 個工作天內核實。核實完畢後，會員將收到本流動應用程式內的訊息通知。會員應確保在流動應用程式中啟用了通訊功能正常開啓。
3. 會員必須輸入其消費資料以兌換 Point+，該等資料包括會員在消費所在的商場及商店名稱、單據發出日期、金額及單據號碼。如果會員輸入的資料不正確或不完整，有關兌換申請將被拒絕。會員在收到本流動應用程式內的訊息通知後 3 個工作天內必須重新提交。會員應確保在流動應用程式中啟用了通訊功能正常開啓。
4. 在上載合資格商戶發出的機印單據和其電子貨幣簽賬存根時，請謹記此活動僅接受清晰的圖像。此外，會員應確保其流動網絡穩定。置富不會為因流動網絡不穩定而上傳失效的兌換而負責。
5. 對於任何不正確、不完整及/或不充分的兌換申請，置富保留拒絕兌換任何 Point+的權利。
6. 所有提交的圖像將僅用於兌換 Point+的申請、驗證目的和內部審核，有關資料將在 3 個月後銷毀。
7. 置富保留修改上述條款和細則的所有權利，如有任何爭議，置富保留最終決定權。

第四節：獎賞兌換

會員可以有效及未過期的 Point+，按置富不時在流動應用程式、網站、商場內的海報或其他媒體公佈的推廣期內兌換獎賞。

1. 會員必須有足夠的 Point+ 才能兌換獎賞。有關兌換取決於獎賞的存貨數量，並以先到先得的原則兌換。會員於每次兌換獎賞後都會獲得一個二維碼，並在領取獎賞時需展示流動應用程式中的二維碼，恕不接受截圖。
2. 所有獎賞照片僅供參考，實際產品可能有所不同。
3. 所有獎賞均以"現狀"條件提供。置富在任何明示或暗示的法規、普通法、貿易慣例或法律允許的最大範圍下，均不提供任何種類的保證或聲明，包括但不限於對獎賞適售性、不侵犯智慧財產權、品質或適用性的保證。置富不會就本流動應用程式、或連結到本流動應用程式的任何網站、或對本程式資料的使用、有效性、準確性或可靠性，或其他原因使用本程式資料的結果作出任何保證及聲明。
4. 置富對獎賞禮品的狀況、操作、或因使用而導致的任何損壞、損失或個人傷亡概不負責。所有有關獎賞禮品的保證或查詢，應直接聯絡供應商或製造商。任何有關獎賞禮品的爭議，將由有關供應商或製造商與會員直接處理。
5. 在任何情況下（包括但不限於疏忽、遺漏或違約），即使置富或其代表已被告知會造成損害的可能性，置富均不對任何直接、間接、特殊、偶然或間接損害而負責，包括但不限於因使用或無法使用獎賞而導致的利潤損失、業務中斷或資料損失。
6. 會員特此明確承認，任何兌換的獎賞都是會員或相關禮品或服務提供者之間的交易。置富或置富 Malls 與會員之間就已兌換的獎賞或服務不存在任何合約關係。
7. 會員在指定的推廣期內需以充足而有效的 Point+ 餘額，並最終須經置富接受以兌換獎賞。獎賞兌換所需的 Point+ 將在成功兌換時從會員帳戶中扣除。
8. 置富保留隨時更改獎賞兌換的條款及細則，以及兌換獎賞所需 Point+ 的權利，恕不另行通知。
9. 會員兌換的任何獎賞均不得兌換現金，及/或不得撤銷或取消獎賞並申請退回相關 Point+。所有會員已兌換的獎賞及/或任何未兌換的 Point+，均不予現金退款。
10. 於本會員活動兌換為獎賞的任何禮券均不可兌換現金，使用此類禮券還應遵守提供此類禮券的商店所規定的條款及細則。
11. 所有獎賞均視乎供應情況而定（包括但不限於庫存供應），且取決於個別獎賞就兌換地點和時間設定的任何限制。置富保留決定隨時終止任何獎賞禮品，或替換同等價值的類似獎賞物品的權利，恕不另行通知。置富不保證在指定推廣期間可兌換任何獎賞。

12. 每份獎賞均列明可供換領之指定置富 Malls。會員可因應換領地點選擇獎賞，惟必須根據已選擇之換領地點領取獎賞，不得更改。若會員因而有任何損失，置富概不負責。
13. 置富就任何有關獎賞兌換的爭議保留最終決定權。

第五節：許可的授予

在用戶執行並遵守這些條款和細則的前提下，置富特此同意授予用戶個人、有限、非獨有、不可轉讓及可撤銷的許可，以供其在單個手提電子裝置上安裝本流動應用程式以作其私人及/或非商業的用途。置富禁止用戶對本流動應用程式作其他未經授權的使用，包括但不限於轉售、轉讓及/或修改本流動應用程式。

本協議有效期直至終止。您可以隨時通過卸載本流動應用程式並銷毀所有本程式的副本來終止本協議。

一旦終止，您同意立即卸載本流動應用程式並銷毀本程式的所有副本、任何隨附的文檔，以及所有其他相關資料。如果發現用戶違反本協議的任何條款及細則，置富保留隨時終止本協議的權利。

置富可以隨時不經通知就本流動應用程式進行更改、更正、改進、終止向用戶提供本流動應用程式或本程式的功能、及/或為本流動應用程式加設使用限制。

第六節：擁有權

置富保留對本流動應用程式內的所有文本、圖形圖像、徽標、圖標、聲音片段、視頻片段、數據彙編、頁面佈局、基礎代碼（包括目標碼和源代碼）、軟件和任何其他內容的所有權利和利益（包括知識產權）。

在未經置富事前書面許可的情況下，禁止複製本流動應用程式或其包含的資料、修改或重複使用本流動應用程式上的文本或圖像。置富保留未於本協議明確授予的所有權利。

根據本協議的以下條款，您只能將本流動應用程式作私人及/或非商業的用途，包括娛樂用途和社交用途。

1. 不得將本流動應用程式的內容用於商業用途；及/或
2. 不得為了創造或編譯任何形式的綜合收集，彙編，目錄或數據庫，而從本流動應用程式中有系統地複製內容。

第七節：連接其他網站的連結

本流動應用程式可能附載連接第三方提供的其他網站和資源的連結。這些連結僅供參考及/或方便閱覽用途。置富不能控制這些網站和資源，故不會承擔因使用它們而造成的任何損失或損害任何責任。置富不會就該等網站和資源就私隱方面採用的慣例及做法而承擔責任，並強烈建議您在閱覽該等網站和資源之前，應仔細

閱讀並考慮其私隱政策。

第八節：免責聲明

1. 儘管置富努力使流動應用程式中包含的內容或產品保持最新，但置富不會對流動應用程式的運作、或其內容的準確性、充分性和完整性、或本程式中包含的產品、或本程式附載的任何第三方軟件等作出任何明示或暗示的保證或聲明。
2. 在適用法律允許的最大範圍內，置富不承擔任何明示或暗示的保證。本流動應用程式和軟件按“現狀”提供，置富並不提供任何形式的保證。置富對於任何由外在原因（包括但不限於網絡服務供應商的設備故障、推送伺服器故障、主機設備故障、通信網絡故障、電源故障、自然災害、戰爭行為、法律限制或審查等）引起的流動應用程式中斷或不可用，一概不會承擔任何責任。
3. 任何由安裝、使用/無法使用本流動應用程式、程式運行不當或無法下載、互聯網連接中斷或干擾或延誤、本應用程式或其附載的第三方網站和資源的連結上提供內容的缺陷或遺漏、因用戶使用或訪問本流動應用程式而導致任何形式的損失，包括利潤、違反合同、侵權（包括疏忽）、產品責任或其他原因而引起的任何損失、損害或賠償，置富一概不負責。用戶在使用本流動應用程式及其內容時，應承擔相關的風險。
4. 置富不保證用戶不會通過此流動應用程式傳播任何病毒或其他污染或破壞性程式，也不保證用戶的手提電子裝置或任何其他設備不會受到損害。用戶有絕對責任確保個人裝置有充分保護和備份數據，信息及/或設備，並採取適當的預防措施以掃描相關電腦病毒或其他破壞性程式。對於因安裝或使用本流動應用程式而導致用戶設備（包括但不限於電子設備，手提裝置或流動電話）的任何損壞或改動，置富一概不承擔任何責任。
5. 本流動應用程式中提供的信息僅用於一般資訊目的。本應用程式的任何部分均不構成建議，並且在做出任何決定時不應依賴本流動應用程式的內容。
6. 本流動應用程式“推廣”部分內的資料由相關產品和服務提供者提供，置富對於因使用或無法使用資料、及/或產品、及/或服務，而引起的任何損失或損害均不承擔任何責任。

第九節：一般條款和條件

1. 這是用戶與置富之間就本流動應用程式的完整協議，除非雙方書面簽署或由置富更改本協議，否則不得修改。
2. 置富可以隨時對本協議進行修訂。這些條款和細則中的某些規定可能會被在置富 Malls 內刊登或發佈的規定或公告所取代。置富將採取合理的措施，

以確保任何重要的更改通過合理的方法（如在置富 Malls 張貼通知）通知用戶。惟置富必須提醒用戶有責任定期檢查條款和細則以了解我們所做的任何更改。用戶如在條款和細則進行任何更改後繼續使用本流動應用程式，即表示接受此類更改。如用戶不同意我們所做的任何更改或添加，請停止使用本流動應用程式。

3. 用戶不可或不可允許第三方代表製作和分發本流動應用程式的副本；或試圖複印、複製、更改、修改、反向工程、拆卸、反編譯、轉讓、交換或翻譯應用程式；或創建任何本流動應用程式的衍生品。
4. 本流動應用程式僅供用戶免費、私人性質和非商業用途的使用。置富保留隨時修改或撤回本流動應用程式或根據本協議向用戶提供一切服務的權利。
5. 用戶確認並同意，流動網絡服務供應商有可能會向他們就使用本流動應用程式收取費用或此類第三方費用（包括漫遊費用）。用戶應對可能產生的任何此類變更費用負全部責任。
6. 本流動應用程式可用於運行 Apple iOS 和 Android Google Play 的手提電子裝置。對於本流動應用程式的不適用性、任何困難、無法下載或訪問內容，或因通信系統故障而導致本流動應用程式不可用，置富一概不負責。用戶必須確認本流動應用程式是通過互聯網和流動網絡提供的，因此本流動應用程式的質量和可用性可能會受到置富無法合理控制的因素而影響。
7. 用戶必須使用符合配置標準且具有互聯網連接功能的流動智能電話，流動設備或流動網絡，才能使用本應用程序。您的流動設備須兼容合資格的軟件，即配置 Apple iOS 11.0 或更高版本或 Android 7.0 或更高版本，才能使用本流動應用程式。這些軟件要求可能會不時進行升級或更改，以與功能更改保持兼容。
8. 置富保留隨時終止本流動應用程式的使用權利，恕不另行通知用戶。
9. 如果根據任何法令或法律規則而定性本協議中的任何條款屬非法，無效或由於某種原因全部或部分無法執行，則該條款在一定程度上應視為不構成本協議和合法性的一部分，其餘條款的有效性或可執行性不會受到影響。
10. 本協議受中華人民共和國香港特別行政區（“香港”）的法律管轄並根據其解釋。用戶同意倘與本申請有關的任何法律程序，或因解釋或違反本協議而引起的任何法律訴訟，香港法院擁有專屬管轄權。
11. 非本協議訂約方的人無權根據《合約(第三者權利)條例》(第 623 章) (“第三者條例”) 執行或享受本協議任何條款的利益。為免生疑問，此條款不影響第三者存在的或可從《第三者條例》獲得的任何權利。
12. 如果本協議的英文版本與任何翻譯版本存在任何差異，則以英文版本為準。

第十節：私隱政策

使用本流動應用程式將受我們的私隱政策聲明和個人資料收集聲明（如下所示）的約束，該聲明併入本協議。請往下頁查看我們的私穩政策聲明和個人資料收集

聲明。

第十·一節：私隱政策聲明（“政策聲明”）

1. 置富資產管理有限公司（“置富”或“我們”）在收集、存儲、使用、處理和傳輸個人數據時尊重您的私隱權，本政策聲明解釋了我們對私隱的實踐。我們在收集、持有、使用及/或處理您的個人數據時，必會遵守香港特別行政區法律第 486 章《個人資料（私隱）條例》。為此，我們將確保我們的員工遵守最嚴格的安全性和機密性標準。
2. 置富強烈建議用戶仔細閱讀本政策聲明，以了解我們有關如何收集、使用和處理您的個人資料的政策和做法。本政策聲明的規定可能會在我們認為必要時不時更新、修訂、及/或變更。用戶有義務定期檢查此政策聲明中的任何更改。
3. 用戶向我們提供您的個人數據，即表示您同意本政策聲明，以及本政策聲明中所述的個人資料的收集、使用、轉移、存儲和處理。
4. 如果您未滿 18 歲，則在向我們提供任何個人資料或數據之前，必須先徵得父母或監護人的同意。

5. 收集的資料種類

根據我們向您提供的產品及/或服務的類型，我們可能會從您收集兩種基本數據類型，即“個人數據”和“非個人數據”：

i. 個人資料

以下是我們收集和存儲您的個人資料時的常見情況，包括但不限於：

- 登記 Fortune+會員計劃、成為 Fortune+會員、參與活動及/或其他服務、享受優惠或以其他方式使用我們的服務；
- 使用及/或瀏覽我們的流動應用程式；
- 購買及/或使用我們的服務，包括但不限於訂閱我們的通訊資料；
- 進入及/或參與我們的任何推廣、營銷或廣告活動；
- 以手機拍攝功能收集個人消費數據，如機印發票及電子收據；
- 在我們的網站和/或流動應用程式上發佈、上傳、創建或以其他方式產生任何內容及/或資訊，包括任何藝術、音樂、文學、錄音、電影及/或任何其他類型；
- 就我們提供的產品及/或服務提出有關客戶服務或協助的請求。

ii. 非個人資料

我們可能會保留一個活動記錄，該記錄不能識別您的身份，也不能用於識別任何個別用戶的身份。我們一般收集和存儲以下類別的非個人資料：

- 有關用於訪問我們的流動應用程式的裝置內的資料，如裝置名稱、操作系統、IP 地址及版本、所使用的網絡及流動互聯網瀏覽器的類型、瀏覽器類型和相關配置、地理位置資料、裝置獨有的標識碼、瀏覽首選項等（例如：語言設置和設定商場）等；及
- 有關您使用流動應用程式的資料，如您訪問的域名和對該流動應用程式執行的特定操作、新訪問或回訪的次數、訪問和引用頁面的統計數據、頁面的閱讀歷史記錄和您訪問過和瀏覽過的網站、使用過的搜索字詞和搜索結果、程式錯誤和崩潰統計，流量數據（例如訪問時間，持續時間和訪問日期）。

6. 收集個人數據的目的和用途

我們可能會使用您的個人資料和非個人資料，目的已列明在個人資料收集聲明（“收集聲明”），及/或您提供有關個人資料的網站或流動應用程式的申請表及條款和細則。如果您不欲向我們提供個人資料/數據，則我們可能無法在本流動應用程式中提供某些服務。

7. 個人資料的披露和轉移

我們將盡最大努力確保用戶通過此流動應用程式提供的所有個人資料/數據安全和機密。我們將採取所有切實可行的步驟來對您的個人資料保密。通過下載和使用本應用程式，用戶同意，接納並授權無論他們位於香港境內還是境外，我們均可向我們的員工或承辦商披露及/或轉讓其個人資料/數據。我們可能會向以下各方披露，轉讓及/或分配有關數據：

- 為我們的業務營運及/或您所需要的服務，就行政、電訊、電腦、付款、防欺詐、保險、數據管理、管理服務、租賃和許可服務、營銷和推廣服務，及/或其他任何服務等各方面，提供服務的任何代理商、顧問、核數師、承辦商或第三方服務提供者；
- 任何在置富決定出售、合併及/或重組其業務的任何部分的實際或建議的受託人、受讓人、或置富就您的個人資料權利的繼承人；
- 任何對我們負有保密責任的人，或已承諾嚴格保護用戶個人資料/數據，並嚴格按照《個人資料（私隱）條例》（第 486 章）要求而使用它們的人；
- 我們認為有必要這樣做以維護適用的法律或法規，包括但不限於司法程序、法院命令或法律服務。

我們還可能以“個人資料收集聲明”及/或任何你所需要的服務條款和細則中規定的方式披露及/或轉移您的個人資料。

我們可能向位於香港以外的地方員工或承辦商披露及/或轉讓您的個人資料

料，那裡可能沒有與《個人資料（私隱）條例》實質上相似，或具有相同效用的法律保護。

8. 連接其他網站的連結

本流動應用程式可能附載連接第三方提供的其他網站和資源的連結。如果您點擊這些廣告或連結，則可能將我們的流動應用程式移至其他位置。在任何其他網站上，保護您的私隱、個人資料和 **Cookies** 跟踪等，均不是我們的責任。我們建議您參考該等網站的私隱政策（如果有）。

本流動應用程式可能允許您連接到第三方社交網站。如果您選擇連結及/或連接到這些第三方社交網站，我們也許能夠從您在這些網站上的社交資料中收集某些個人資料。在這種情況下，我們將僅出於向您提供與社交網站的連接的目的，而收集和使用此類個人資料。

9. Cookies 的使用

本流動應用程式使用 **Google Analytics**（分析），這是由 **Google, Inc.**（以下簡稱“**Google**”）提供的網絡分析服務。**Google Analytics**（分析）使用“**cookies**”來跟踪和檢查本流動應用程式的使用情況，以準備分析報告並監視本應用程式中的流量，以及改善，訂造和加強您的瀏覽體驗。

用戶可以在其他社交網站，例如 **Facebook**，**Instagram** 和 **微信** 上共享本應用程式。我們不能控制這些 **cookies**，您應該檢查相關的第三方網站，以了解您的資料如何被使用及如何退出。

用戶可以隨時通過更改裝置上的網絡瀏覽器設定來拒絕全部或部分 **Cookies**。但是，請注意，如果您選擇刪除或限制 **Cookies**，則將無法使用本應用程式的某些功能。

10. 資料的安全性和存儲

除上述內容外，您的個人資料/數據將僅由我們授權的員工或承辦商存儲和訪問。您的個人資料/數據將被自動存儲並保存在受保護的伺服器上，並且將被加密及/或受密碼保護（或處於某種同效的方式保護），並且只有置富或其承包商的授權人員才能訪問。本應用程式的個人資料網絡傳輸將以 **SSL** 標準保護。置富將個人資料視為機密資料，所有指定處理個人資料的員工和承辦商，均將按本政策聲明的指示處理個人資料/數據。

11. 在法律程序中使用個人數據

用戶明確同意置富在有必要因任何原因對您採取法律行動時，包括向您追討欠您的款項，可以依靠您提供的個人資料以識別和採取針對您的行動。

12. 訪問和更正個人資料的權利

您可以隨時要求訪問並更正我們任何記錄中與您有關的個人資料。您可能還

會要求我們從任何郵件或通訊組列表中刪除您或您的個人資料。我們有權向您收取處理此等要求的合理費用。如果您希望訪問或修改我們持有的您的個人資料/數據，請通過郵寄方式將此類要求發送給我們的私穩專員：

置富資產管理有限公司
香港九龍
紅磡都會道 6 號
置富都會 9 樓 901 舖
私穩專員（法律部）收
（請標記為“機密”）

13. 保留個人資料

我們會按繼續收集您的個人資料以及與之直接相關的任何目的，去保留您所提供的個人資料。一旦我們不需要使用您的個人資料來實現這些目的，則除符合相關法律、法規或會計要求或為了保護置富的利益而保留這些資料外，否則它們將在合理的時間內被銷毀。

14. 本政策聲明可能會不時更新、修訂和更改。任何更改，更新或修改將在發佈到流動應用程式後立即生效。您應該定期檢查本流動應用程式有否對此政策聲明進行更新。

15. 如果本政策聲明的英文版與中文版之間存在任何差異，則以英文版為準。

第十·二節：個人資料收集聲明（“收集聲明”）

如果您的個人資料因使用本流動應用程式（以下定義）而被收集，則我們對此類個人資料的使用應符合本收集聲明的條款和細則，以及本流動應用程式內可訪問的使用條款（以下簡稱“條款”）。除本收集聲明及應用程式內的使用條款外，置富資產管理有限公司（“置富”）可能按應用程式內附載的私穩政策聲明及其活動有關個人資料收集聲明的條款，在其提供的特定活動、事件、服務或計劃等相關的活動（以下定義）時收集您的個人資料。。

通過下載，訪問或繼續使用本流動應用程式並向我們提供您的個人數據，即表示您接受及同意本收集聲明、政策聲明，以及適用任何將於活動、事件、服務及計劃索取您個人資料的聲明。

本收集聲明中的條款可能會不時更改。我們將通過在流動應用程式上發佈更新的收集聲明來提醒您此類更改。發佈此類更改後，如您繼續訪問本流動應用程式即表示您同意該等更改。

1. 我們收集數據的目的

您提供的個人資料將用於您的註冊

- i. 置富提供的 **Fortune+**會員計劃，參與此計劃的商場包括+WOO 嘉湖、置富第一城、馬鞍山廣場、都會駅、和置富都會(以下簡稱“計劃”)；及
- ii. 置富 **Malls** 的流動應用程式(以下簡稱“應用程式”)。如果您希望我們處理您對應用程式的註冊及/或使用應用程式，則必須在適用的表格中提供標記為“強制性”的個人資料。我們可能會從您那裡收集的個人資料類型包括但不限於您的姓名、會員帳號、手機號碼、電郵地址、出生月份、性別、年齡段以及您所消費的交易資料(例如商舖名稱、消費日期及金額)。我們建議您在表格使用“香港身份證”上“姓名”字段中所示填寫英文名稱，以方便您在參與本計劃及/或使用本應用程式的各種情況下驗證您的身份。另一方面，您可完全自願提供未在相關表中標記為“強制性”的個人資料。

您提供的個人資料還將由置富(在“條款”中定義)用於以下目的：

- i. 處理本流動應用程式，行政、操作、管理、繼續、終止和恢復您在本應用程式的登記，以及對應用程式的使用；
- ii. 操作、管理、定制、增強、優化和改進計劃和應用程式；
- iii. 向您提供有關置富 **Malls** 及/或置富的新聞、公告和其他通訊(包括但不限於提供有關置富、置富 **Malls** 及其租戶、及/或與置富進行聯合推廣活動的合作夥伴的更新；由置富、置富 **Malls** 及其租戶、及/或置富進行聯合推廣活動的合作夥伴所舉辦或舉行的活動，包括但不限於通過電子郵件，通過應用程式內的通訊及/或向您的手提電子裝置推送通知)有關零售、娛樂、家庭和科技、休閒和體育、時尚、教育、健康和美容、食品和飲料、非牟利、電信、房地產、銀行、金融、交通、旅行等資訊(“營銷主題”)；
- iv. 賺取、記錄、累積及跟踪您的置富 **Malls Point+**，以兌換獎賞、接收兌換證或其他通訊(包括但不限於通過電子郵件，通過應用程式內的通訊及/或向您的手提電子裝置推送通知)；
- v. 操作和管理您的 **Fortune+**會員帳戶，以及處理任何累積的置富 **Malls Point+**；
- vi. 識別和驗證您的身份及/或作為 **Fortune+**會員身份；
- vii. 根據任何適用法律或法規的要求，向香港的任何執法機構或政府機關披露、檢測、預防，或以其他方式解決欺詐或安全問題、或保護其免受置富、置富 **Malls** 及/或其租戶的權利、財產或安全的傷害；
- viii. 處理和跟進與 **Fortune+**會員計劃及/或本流動應用程式有關或引起的客戶服務電話、查詢及/或投訴(包括但不限於電子郵件及/或電話)；
- ix. 使我們能夠更好地瞭解使用者的統計；
- x. 保護置富、置富 **Malls** 及其租戶的權利或財產；
- xi. 附屬或與之相關的其他目的。

2. 在直接行銷中使用個人資料

我們打算在直接行銷中使用您的個人資料，我們可能不會在直接行銷中使用您的個人資料。除非我們獲得您的同意（包括表示無異議），否則我們不得使用您的個人資料。我們將使用您的姓氏、名稱、出生月份、性別、年齡組、電子郵件地址和聯繫電話號碼來行銷以下類別的服務：

- i. 置富 Malls 及/或其租戶的服務和產品；
- ii. 與置富、置富 Malls 及/或其租戶相關的，或由上述提供的獎賞、推廣、活動和福利；
- iii. 由置富及其合作夥伴進行的聯合推廣活動，為置富 Malls 的客戶及/或會員計劃成員提供折扣、特別優惠或其他優惠。

如果您反對我們將您的個人資料用於相關的直接行銷目的，請當您首次通過申請表向我們提供您的個人資料時，勾選有關框格以退出我們的直接行銷的名單。如果您未勾選該框格，並且確認您理解並接受適用的個人資料收集聲明、私隱政策聲明及/或條款及細則，將視您同意我們將您的個人資料用於相關直接行銷目的。

您也可以改變主意，透過更改本流動應用程式的設定、或發送電郵至 app@fortunemalls.com.hk、或透過本收集聲明末段的地址與我們聯擊，要求我們隨時停止向您發送直接行銷的資料及/或訊息。我們將不需任何收費，並在合理的時間內滿足您的要求。

3. 披露/傳輸個人資料

收集的個人資料將用於上述目的。我們將採取一切切實可行的步驟對您的個人資料保密，但我們可能會將此類資料傳輸/轉讓給以下各方：

- i. 為我們的業務營運及/或您所需要的服務，就行政、電訊、電腦、付款、防欺詐、保險、數據管理、管理服務、租賃和許可服務、營銷和推廣服務，及/或其他任何服務等各方面，提供服務的任何代理商、顧問、核數師、承辦商或第三方服務提供者；
- ii. 任何在置富決定出售、合併及/或重組其業務的任何部分的實際或建議的受託人、受讓人、或置富就您的個人資料權利的繼承人；
- iii. 任何對我們負有保密責任的人，或已承諾嚴格保護用戶個人資料/數據，並嚴格按照《個人資料（私隱）條例》（第 486 章）要求而使用它們的人；
- iv. 我們認為有必要這樣做以維護適用的法律或法規，包括但不限於司法程序、法院命令或法律服務。

4. 使用 Cookies

當您訪問或使用本流動應用程式時，置富可能會使用 Cookies、網路信標及/或裝置獨有的標識碼來標識您的裝置，並存儲和跟蹤有關您的流覽活動和歷史記錄、使用者喜好和應用程式中的其他操作，以營運、管理和改進本流動應

用程式和用關計劃。為了使本應用程式正常工作，這些 Cookies、網路信標及/或裝置獨有的標識碼將無法被禁用。如果您不同意我們的使用，您應停止下載、安裝、訪問及/或使用本流動應用程式，並同時卸載本應用程式。

5. 個人資料的存取和更正權

您有權要求訪問和更正我們記錄中與您相關的個人資料。您也可以要求我們從任何郵件或通訊群組清單中刪除您或您的個人資料。為了行使您的任何權利，請通過郵寄方式將此類要求發送給我們的私穩專員：

置富資產管理有限公司
香港九龍
紅磡都會道 6 號
置富都會 9 樓 901 舖
私穩專員（法律部）收
（請標記為“機密”）