

## **club1933 Terms and Conditions**

club1933 programme (“club1933”) is a loyalty programme for the passengers of The Kowloon Motor Bus Company (1933) Limited (“KMB”) and Long Win Bus Company Limited (“LWB”).

These terms and conditions govern the contractual relationship between KMB, LWB and members of club1933 (“the Member”, “you” or “your”). The terms and conditions should be read carefully, particularly as they include limitations and exclusions of liability in favour of KMB, LWB and programme partners, including Transport International Holdings Ltd., Sun Hung Kai Properties Limited and any subsidiaries of the two said companies (“Partners”).

By providing your name, mobile number, e-mail address and Octopus Card/ Octopus Product number to club1933, you agree to be bound by these terms of conditions of club1933. If you do not accept these terms and conditions, you should not provide your personal details and participate in our membership programme.

You should print and save a copy of these terms and conditions for your future reference.

1.	<p>General Conditions</p> <p>1.1 club1933 is owned, managed and operated by KMB and LWB.</p> <p>1.2 club1933 membership is open to individuals. Minors (individuals under 18 years of age) require the consent of a parent or legal guardian to join club1933. Membership is not available to corporation or other legal entities. Membership is accepted at the sole discretion of KMB and LWB.</p> <p>1.3 club1933 membership will be registered by your name, mobile number, e-mail address and Octopus Card/ Octopus Product number. By providing the above information, you are deemed to be accepting of these club1933 terms and conditions to the benefit of KMB, LWB and Partners.</p> <p>1.4 Membership of club1933 is not transferable and may only be used by the Member. Misuse of the membership account or programme benefits, including but not limited to fraud and misconduct, may result in termination or suspension of membership or withdrawal of benefits.</p> <p>1.5 KMB and LWB reserve the right to modify the club1933 membership programme structure, benefits and other features, including these terms and conditions, or to terminate club1933, at any time. Although KMB and LWB will use reasonable efforts to notify Members of material changes to club1933 and/or to these terms and conditions, it is the responsibility of Members to keep themselves up to date in respect of the club1933 programme and these terms and conditions. Any use of club1933 by a Member will be deemed as acceptance of any amendment. KMB, LWB and/or Partners will not be liable for loss or damage resulting from any amendment to club1933 or to these terms and conditions.</p> <p>1.6 KMB and LWB will not be liable if KMB and LWB are unable to perform their obligations under the contract due to events which are genuinely beyond KMB’s or LWB’s reasonable control.</p> <p>1.7 Members are responsible for the security of their passwords. KMB, LWB and club1933 shall not be liable in the event that a Member’s password is disclosed, whether intentionally or not, so as to allow a third person access to the Member’s account to make transactions.</p> <p>1.8 KMB and LWB reserves the right to audit a Member’s account without prior notice to ensure</p>
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	<p>compliance with these terms and conditions; any Partner's terms and conditions; and any other applicable rules, regulations or terms and conditions. During the course of an audit, the Member's account will be temporarily suspended, and the Member will not be permitted to access his/her account nor perform any transactions.</p> <p>1.9 A failure or delay by us to exercise any right or act upon a breach under these terms will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these terms must be in writing, and such waiver is limited to the particular right or breach stated in it.</p>
2.	<p>2.1 Individuals may apply to enrol in club1933 session through KMB App1933 ("the App").</p> <p>2.2 Application is subject to approval by KMB and LWB whose decision shall be final and absolutely unfettered.</p> <p>2.3 Any application submitted without the provision of all required information and personal data, including, but not limited to Member's valid Octopus card details and phone number and any application submitted with false or inaccurate information or personal data shall not be approved, and/ or if membership has been granted, such membership shall be deemed terminated.</p> <p>2.4 Multiple memberships are not permitted. Each Member must maintain only one account.</p> <p>2.5 The member is obligated to update any changes on its personal details via the Profile section in the club1933 session through the App in order to be able to receive any communication KMB and LWB send to the member.</p>
3.	<p>3.1 You will only become a member of club1933 and can only enjoy the benefits provided by club1933, after KMB and LWB complete your registration and grant you a membership ("club1933 Account").</p> <p>3.2 Your club1933 Account is personal to you and only you can accumulate club1933 Points ("Points"), or redeem Points in return for products, services, discounts, gifts or vouchers ("Rewards"), or receive any other benefits or offers in relation to your club1933 Account. You cannot sell, exchange, transfer or assign your club1933 Account or Points to anyone else.</p> <p>3.3 Multiple club1933 memberships cannot be used to earn Points or redeem Rewards in relation to the same transaction.</p>
4.	<p>4.1 You may terminate your membership by sending us a written notice to 15/F, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong. The contents must include your name, registered mobile number, e-mail address and Octopus Card number used for identity verification. The termination request will be processed within 40 days upon receipt.</p> <p>4.2 Upon termination, all unredeemed Points and Rewards in the club1933 account will be forfeited without further notice. We will retain your personal data for Three (3) months following the termination of your membership.</p>

5.	<p><b>Earning Points and Points validity<sup>1</sup></b></p> <p>5.1 Once your club1933 Account has been activated, you can use it to accumulate Points on your club1933 Account based on your spending via the methods below:</p> <p>5.1.1 Taking KMB and LWB bus service(s): Members using a registered valid Octopus Card or Octopus product to take any bus routes* operated by KMB or LWB, can earn 0.1 Points for every \$0.1 spent. *Except departures not operated by KMB or LWB for jointly-operated routes and Routes K12, K14, K17 and K18; or</p> <p>5.1.2 Participating in specific activity(s) or event(s): club1933 provides a range of promotions for members to earn Points from time to time. Eligibility and qualification for such Points are subject to the terms and conditions of individual promotions. (KMB and LWB will post a notice about the details accordingly. Members are responsible for keeping themselves updated with such changes. In the event that certain activity(s), event(s) or promotion(s) is cancelled or suspended, KMB and LWB are not liable for any loss of chance in Point collection.)</p> <p>5.1.3 KMB Monthly Pass: Each KMB Monthly Pass can entitle 780 club1933 points. Passengers of KMB Monthly Pass have to register the Octopus Card with KMB Monthly Pass as club1933 member before the activation day of KMB Monthly Pass.</p> <p>5.2 The Points you earn shall be credited to your club1933 Account within 8 days of your transaction or activation day of KMB Monthly Pass. In some circumstances, there may be a delay in updating your club1933 Points balance, but it will be reflected in the latest balance in due course.</p> <p>5.3 The validity of club1933 Points is 45 days.</p> <p>5.4 In the event of refund, your Points earned from the corresponding transaction shall be deducted from your club1933 Account.</p> <p>5.5 Points cannot be exchanged for cash, be purchased, be transferred to other person or be transferred to other club1933 Accounts.</p>
6.	<p><b>Redeeming Rewards</b></p> <p>6.1 Reward(s) and Discount(s) for club1933 members will be listed in club1933 session through the App.</p> <p>6.2 You may use the Points to redeem such Rewards or redeem such Rewards at a special price plus Points offered by KMB, LWB or Partners in relation to club1933. The required Points for redeeming each Reward will be specified by KMB and LWB from time to time.</p> <p>6.3 KMB and LWB will determine how you can redeem a Reward, and how a Reward will be used, collected or delivered from time to time. You can check the details for each available Reward via</p>

<sup>1</sup> For members who register club1933 with KMB Staff card and Retiree Card, the terms and conditions for Earning Points and Points validity will be different, please refer intranet and notice for details.

club1933 session through the App, details on how to enjoy your chosen Reward can be found in the corresponding terms and conditions of each Reward. Certain Rewards can also be redeemed from relevant Partners of KMB and LWB as may be specified by us from time to time.

6.4 If you redeem a Reward by Points only:

- 6.4.1 You should ensure that you hold sufficient Points for an intended redemption. Redemption will be denied if the Points you hold are insufficient.
- 6.4.2 Once a redemption of Reward is completed, a QR code for redemption purpose will be generated automatically. The required Points will be deducted immediately from your account. Redemption cannot be cancelled after confirmation and the deducted Points will not be returned in any way or channel.

6.5 If you redeem a Reward at a special price plus Points:

- 6.5.1 You should ensure that you hold sufficient Points for an intended redemption. Redemption will be denied if the Points you hold are insufficient.
- 6.5.2 After your selection of Reward, you will be automatically directed to an online payment platform. You should complete the payment by one of the following payment methods: Visa, Mastercard, UnionPay, American Express, and AlipayHK.
- 6.5.3 Upon completion of payment, a QR code for redemption purpose will be generated automatically. The required Points will be deducted immediately from your account. Redemption cannot be cancelled after confirmation and the deducted Points will not be returned in any way or channel.

- 6.6 The generated QR code will be valid for fourteen (14) days, ("Validity Period"). You should collect the Rewards at designated redemption locations by presenting the corresponding Rewards QR code within the Validity Period. Each QR code is valid once only. If you are unable to redeem the Reward within the Validity Period, the QR code will expire. The deducted Points and completed payment will not be returned or refund in any way or channel.
- 6.7 If the selected Reward is out of stock, you may redeem a Reward or gift at the same redemption Points as the original rewarded item on scene for substitution.
- 6.8 The redemption of any Rewards, including the usage, delivery or collection of any Rewards, will be subject to additional terms and conditions. You should read the corresponding terms and conditions of each redemption before redeeming. KMB and LWB are not liable for the quality, warranty or maintenance of third parties' products.
- 6.9 If your redeemed voucher(s), coupon(s), prize(s) or any kind of Reward is lost or stolen, KMB and LWB will not be liable for the cost and no replacement of the Reward will be arranged.
- 6.10 KMB and LWB will not be liable for your loss or injury (whether direct or indirect) sustained at the time you are obtaining or using the redeemed gift(s).
- 6.11 The pictures and descriptions of the gift provided are for reference only. If there is any inconsistency between the pictures and descriptions and the actual material, the actual material shall prevail.

	6.12 In the event of dispute, decision of KMB and LWB shall be final.
7.	<p><b>Disclaimers</b></p> <p>7.1 All information, content and materials of any kind provided on the club1933 session through the App are for your general reference only. Your participation in club1933 and your use of the App, your club1933 Account, your Points, and Rewards are at your own risk.</p> <p>7.2 To the fullest extent permitted by law, club1933, the App, your club1933 Account, your Points and/or Rewards, and all information, content, materials and/or services provided or performed in relation to them are provided on an “as is” basis, and all express or implied conditions or warranties are excluded.</p>
8.	<p><b>Our Liability</b></p> <p>8.1 KMB, LWB and club1933 shall not be liable for any indirect, special, incidental, punitive or consequential losses or damages suffered by you; however, they may arise, including negligence.</p> <p>8.2 To the fullest extent permitted by applicable law, we shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for any losses or damages whatsoever (including whether general, special, indirect, direct, nominal, punitive, incidental or consequential) which may arise in relation to these Terms, club1933, the App, your club1933 Account, your Points, Rewards, any products and services offered by Partners of club1933, or any information, content, materials and/or services provided or performed in relation to them, whether or not we were advised in advance of the possibility of such losses or damages.</p> <p>8.3 If any court of competent jurisdiction finds that any part of the above provisions under this Clause of our Terms is invalid or unenforceable, then our total liability in relation to these Terms, club1933, the App, your club1933 Account, your Points and/or Rewards, or any information, content, materials and/or services provided or performed in relation to them, shall be limited to the provision of Points and/or the replacement of any Reward that is the subject of the dispute, as we may determine at our absolute discretion.</p>
9.	<p><b>Intellectual Property Rights</b></p> <p>9.1 All rights, title, interest, copyright, trade mark rights, domain names, design rights, goodwill and any other intellectual property rights anywhere in the world (of any kind whatsoever) subsisting in club1933, the App and any information, content, materials and/or services provided or performed in relation to them, are owned by KMB, LWB and/or our licensors. You shall not obtain any rights, title or interests in them, and shall not modify, copy, rent, lease, loan, sell, distribute or create derivative works based on them (either in whole or in part).</p> <p>9.2 You agree that any feedback, comments, or suggestions you may provide to club1933 is entirely voluntary and we will be free to use it (or not use it) as we see fit, and without any obligation to you.</p>
10.	<p><b>Resolving Any Disputes</b></p> <p>10.1 These Terms and any dispute or matter arising out of or in relation to them, or in relation to club1933, Points, Rewards, your club1933 Account, and the App, shall be governed by and</p>

	<p>construed in accordance with the laws of the Hong Kong Special Administrative Region. You, KMB and LWB agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.</p>
11.	<p>Language</p> <p>11.1 These Terms and our Privacy Policy are written in the English language and may be translated into Chinese or any other languages. If there is any inconsistency between the English version and any translated version, the English version shall prevail.</p>
12.	<p>Contact Us</p> <p>12.1 If you have any enquiry or suggestions, you may reach us through: KMB Customer Service Hotline: 2745 4466 Address: 9 Po Lun Street, Lai Chi Kok, Kowloon</p>