

## **Terms and Conditions of Timon Group Membership Program**

*Last updated on 13 June, 2018*

Timon Group Membership Program is owned and operated by Timon Group Limited ("TGL") and is governed by the following Terms and Conditions. The Program shall only be valid within Hong Kong SAR. Timon Group Premier Card or VIP Card is issued by TGL. An applicant or a Timon Group member ("member") who participates in the Timon Group Membership Program hereby confirms that he/ she have read the Terms and Conditions set out herein below and that you accepted and agreed to be bound by them and as may be amended by TGL from time to time. You further agree to provide with us your personal data ("Personal Data", as defined in the Personal Data (Privacy) Ordinance (Cap.486) of Hong Kong), and agree that we may collect and use your Personal Data within Timon Group.

### **Definitions**

"Membership Card" means the card issued to you to enjoy benefits upon successful registration of the Timon Group Membership Program includes Premier Card and/ or VIP Card.

"Top-up Value" refers to the money loaded onto the membership card.

"Points" means the points awarded to you based on the net amount you spent at Timon Group restaurants.

"Effective Period" means the 12 months following the membership effective date or renewal date.

### **Timon Group Membership Application:**

1. Applicant must be aged 18 or above. Each person may apply for one Timon VIP Card only.
2. To apply for a Timon membership, applicant is required to present valid receipt(s) issued by Timon Group restaurant(s) within 60 days with a total net spending of \$3,000 or above, excluding the top-up value receipt(s).
3. After the applicant has accumulated spending of \$3,000 or above within 60 days from the date of first recorded transaction, he/ she is required to provide personal information to one of the Timon Group restaurants within 30 days from the date of last recorded transaction together with the valid original receipt(s) for applying a Timon Group membership.
4. The said time limit of 60 days starts from the date of the first transaction. For instance, if the date of the first transaction is 12 January 2018, then the last day of the time limit will be 12 March 2018.
5. The said time limit of 30 days starts from the date of the last transaction. For instance, if the date of the last transaction is 12 March 2018, then the last day of the time limit will be 11 April 2018.
6. Any applicant who fails to register his/ her Timon Group membership within the 30 days period will be forfeited and there will be no further arrangement. In case of any disputes, Timon Group decision shall be final and conclusive.
7. Upon application process, original copy of relevant receipt(s) will be collected. If applicant needs the relevant receipt(s) for record purpose, please make copies beforehand.
8. Invalid receipt, re-printed receipt, recalled receipt or copy of receipt or credit card receipt will not be accepted. Any amended, damaged, photocopied or transaction-not-completed receipts will not be accepted. Receipt will not be replaced if lost or found defaced.
9. In order to apply for a Timon Group membership, the applicant must complete all fields in the application form in full and provide true and accurate information. Timon Group will not process any incomplete or

inaccurate application; and reserves the right to decline any application for Timon Group Membership Card at its sole discretion and without giving any reasons therefore.

10. If the application is valid and successful, the applicant will receive a Timon Group Membership Card instantly and must acknowledge the receipt of the relevant card by signing on the Timon Group Membership Card Collection Form.
11. Timon Group membership is valid for one year from the issue date. For instance, a member has successfully applied for a membership on 1 February 2018, the validity of his/ her membership is until 31 January 2019.
12. In case of any disputes, Timon Group's decision shall be final and conclusive.
13. Any request to amend an applicant's personal information after submitting the application form can be made in writing to Timon Group via [info@reservaiberica.hk](mailto:info@reservaiberica.hk). Applicant should present his/ her valid identification as verification purpose.
14. Any spending at Timon Group before member application is not eligible for earning Points.
15. To the extent permitted by law, we shall not be liable for any claim, demand, liability or action resulting from applicant/ member's omission, neglect and/ or failure to supply us with his/ her updated information, or from the accuracy and completeness of those data.

#### **Timon Group Member:**

1. Premier Card member can enjoy 15% off dine-in à la carte food/ beverages and regular-priced product, excluding set menu and discounted food/ beverages/ products.
2. VIP Card member can enjoy 10% off dine-in à la carte food/ beverages and regular-priced product, excluding set menu and discounted food/ beverages/ products.
3. Member discount is not applicable to service charge and it is applicable to the amount before service charge.
4. Member is entitled to earn 1 Point for every \$1 spent at Timon Group restaurants. Points are calculated on rounding basis. Below 50 cents will be round down and will not be eligible for earning Point. More than 50 cents will be round up and 1 Point will be earned.
5. Point earned is calculated based on the net amount of the transaction, which is the spending amount after service charge and member discount.
6. Point earned is applicable to dine-in consumption, product purchase and take-away order at Timon Group restaurant. Take-away order via any other delivery channel is not included.
7. Every 5,000 Points can be redeemed as HK\$50 at any Timon Group restaurant. Each redemption must be at a minimum of 5,000 Points or its multiples. Points used will be converted to HK dollars and deducted from the Timon Group Membership Card account instantly during redemption. The redeemed HK dollars will be deducted after service charge and member discount.
8. Points redemption is applicable to dine-in consumption only. Product purchase and take-away order at Timon Group restaurant is not included.
9. Timon Group Membership Card is equipped with Top-up function. Payment with Top-up Value is applicable to all Timon Group restaurants. Member can top-up his/ her Membership Card without limit at any Timon Group restaurant.
10. The expiry date of the Top-up Value is the same as that of the Timon Group membership. All unused Top-up Value will be voided upon expiration of the membership.
11. Timon Group membership is valid for one year from the issue date or renewal date of membership card. The expiry date of the unused Points and Top-up Value is the same as that of the Timon Group membership. All unused Points and Top-up Value will be voided upon expiration of the membership.

12. Any spending at Timon Group before member application is not eligible for earning Points. Points earning is only eligible upon the presentation of Membership Card after successful application.
13. Upon the presentation of the valid Membership Card, member can enjoy one-off 20% off discount and double Points during his/ her birthday month. One-off 20% off discount is not applicable to service charge. Double Points will be credited to the Membership Card account within 10 working days after the transaction.
14. Member cannot enjoy the birthday offers stated in clause 13 of Timon Group Member if he/ she does not disclose his/ her birthday information to Timon Group. Timon Group will not be liable for any loss or damage resulting therefrom.
15. To the extent permitted by law, we shall not be liable for any claim, demand, liability or action resulting from member's omission, neglect and/ or failure to supply us with his/ her updated information, or from the accuracy and completeness of those data.
16. Any exercise of membership rights and any members-related transactions including payment with Top-up Value, member discount/ offers, Points accumulation and redemption must be made with a valid membership card upon payment for record purpose. No late records and retro-claiming will be accepted.
17. A member's use of Timon Group Membership Card is deemed to be an acceptance of the Terms and Conditions of Timon Membership Program. For the Terms and Conditions of Timon Group Membership Program, please visit <http://reservaiberica.hk/>.
18. Membership Card cannot be used in conjunction with other promotional offers, discount and gift certificates.
19. Member's transactions can be recorded on one Membership Card only. If member cannot present his/ her valid membership card, he/ she cannot exercise his/ her rights stated in clause 16 of Timon Group Member under any circumstances.
20. Points and Top-up Value cannot be transferred to other individuals, and cannot be combined for use with Points and Top-up Value in other members' accounts.
21. Points earned will be credited to the Membership Card account within 24 hours after the transaction.
22. Member can check his/ her Membership Card's expiry date, Points and Top-up Value balance in any Timon Group restaurant. Timon Group's record (including but not limited to the record of expiry date, Point and Top-up Value balance in each Membership Card account) shall be final and conclusive.
23. In order to secure the rights and privileges of members, Timon Group will send email to member about his/ her membership expiry date before its expiration.
24. Once a member accumulates HK\$5,000 net spending within the membership effective period, his/ her membership will be automatically renewed for one year.
25. Once a member accumulates HK\$30,000 net spending within the membership effective period, his/ her VIP membership will be automatically upgraded to Premier membership. Upgrading will be processed within 10 working days after the transaction.
26. HK\$100 rebate will be credited into the same Membership Card for every HK\$5,000 Top-up. Rebate amount will be credited to the Membership Card account within 10 working days after the transaction.
27. Upon his/ her membership's expiration, the member will no longer enjoy the rights and privileges.
28. In the event that the Membership Card is lost, stolen or damaged, member shall immediately report such loss or damage to Timon Group via [info@reservaiberica.hk](mailto:info@reservaiberica.hk). A non-refundable handling fee of HK\$100 will be charged for the reissue of new Membership Card.
29. Member is responsible for the safekeeping of his/ her Membership Card. Timon Group is not responsible for any loss suffered by a member resulted from the lost or damage of a Membership Card.
30. Membership Card is not transferable or assignable and is for the member's personal use and benefit only. Verification of the member's identity may be required.
31. Member has no right to participate in the constitution, operation or management of the Timon Group Membership Program nor any right in or any claim to any assets of Timon Group.

32. Member is responsible for keeping Timon Group updated on their correct mobile phone number and email address. Timon Group is not responsible for any loss as a result of a member's failure to notify Timon Group of any change of mobile phone number and email address.
33. Member may terminate his/ her membership at any time by informing Timon Group in writing. All unused Points and Top-up Value will then be voided and membership will be terminated.
34. In the event of any breach of the Terms and Conditions of the Timon Group Membership Program, or the use of the Timon Group Membership Card is unauthorized, misconduct, fraudulent or otherwise unlawful, Timon Group has the right to stop one's participation in the Timon Group Membership Program and/ or immediately terminate one's Timon Group membership with or without notice. Timon Group will not be liable for any loss or damage resulting therefrom and also has the right to take action for recovery of any loss suffered by Timon Group as a result of the breach.
35. Timon Group reserves absolute right to terminate Timon Group Membership Program at any time with reasonable notice, where reasonably practicable, without giving any reasons therefore. All rights and privileges of the member shall cease upon the termination of the Timon Group Membership Program and Timon Group will not be liable for any loss or damage resulting therefrom.
36. Not all members will be eligible to participate in all promotions and Timon Group may from time to time impose other limitations on members' participation in any particular promotion. Members taking part in any promotion shall be deemed to have agreed to be bound by any specific terms and conditions which may be imposed by Timon Group in relation to such promotion.
37. In the event of any disputes arising from Timon Group Membership Card or the Terms and Conditions, Timon Group shall be the sole and final arbiter of such disputes and its decision shall be absolute and binding on the member.
38. Any request to amend a member's personal information can be made in writing to Timon Group via [info@reservaiberica.hk](mailto:info@reservaiberica.hk). Member should present his/ her valid identification as verification purpose.
39. Timon Group reserves the right to amend the Terms and Conditions of Timon Group Membership Program without prior notice. All changes or amendments are effective once announce on the above-mentioned website. Member should regularly check whether this Terms and Conditions of Timon Group Membership Program has been modified via the above-mentioned website, as the member's continued use of the above-mentioned website indicates the acceptance of any change to this Terms and Conditions of Timon Group Membership Program. In case of any disputes, the decision of Timon Group shall be final.

## 正御飲食集團會員計劃條款及細則

更新日期：2018年6月13日

正御飲食集團會員計劃是由正御飲食集團有限公司（下稱「正御飲食集團」）所擁有及營運，並受以下條款及細則所約束。正御飲食集團會員計劃由正御飲食集團運作。正御飲食集團會員卡（包含 Premier 和 VIP 會籍）由正御飲食集團發出。此計劃只適用於香港特別行政區及在此地區內的正御飲食集團分店。透過申請成為正御飲食集團會員計劃之會員，即表示申請人或正御飲食集團會員（下稱「會員」）已閱讀本條款及細則，並接受及同意受其約束及其不時之修改所約束。會員亦同意向正御飲食集團提供會員的個人資料及同意正御飲食集團可收集及使用會員的個人資料。

### 定義

1. 「會員卡」指申請人在成功申請成為正御飲食集團會員後向會員發出的會員卡，用以獲享相關獎賞優惠。
2. 「增值額」指儲存於會員卡內之金額。
3. 「獎賞積分」指根據會員於正御飲食集團分店消費時所獲得之積分。
4. 「有效期」是指會籍的生效日期或續會起計一年。

### 會籍申請

1. 申請人必須年滿 18 歲。每人只可申請一張正御飲食集團會員卡。
2. 免費申請成為正御飲食會員時，須出示由正御飲食集團分店發出的有效單據，該有效單據為在 60 日內之累積消費達港幣 3000 元或以上，但增值正御飲食集團會員卡之增值費單據除外。
3. 當申請人於 60 日內在正御飲食集團分店累積消費滿港幣 3000 元，須於 30 日內連同該有效單據正本親自前往正御飲食集團其中一間分店提供真實而準確的個人資料以登記成為會員。
4. 上述的 60 日限期是指第一次消費日期起計 60 日內。例如：首次消費日期為 2018 年 1 月 12 日，最後限期為 2018 年 3 月 12 日。
5. 上述的 30 日限期是指最後一次消費日期起計 30 日內。例如：最後一次消費日期為 2018 年 3 月 12 日，最後限期為 2018 年 4 月 11 日。
6. 如申請人未能在 30 日期限內成功登記，申請人持有之單據將會作廢，申請人不得異議。
7. 申請過程中，相關單據將被收回以作記錄。如申請人需保留單據，請預先影印該單據。
8. 此會員計劃不接受非上述之有效單據、重印或複製單據或信用卡客戶存根。單據如有塗改、損毀或模糊不清，即告無效。單據如有遺失或損毀，恕不補發。

9. 申請人須填妥會員申請表格上所有項目並提供真實而準確的資料。正御飲食集團將不會處理任何資料不完整或不準確的申請，並保留絕對權利，拒絕接受任何會員申請，而無須給予任何理由。
10. 成功申請後，申請人將會即時獲發會員卡一張，會員須即時在正御飲食集團會員卡領取表上簽署確認已領取其會員卡。
11. 會籍的有效期由成功申請起計一年。例如會員於 2018 年 2 月 1 日成功申請成為會員，其會籍有效期至 2019 年 1 月 31 日。
12. 如有任何爭議，正御飲食集團保留最終決定權，申請人不得異議。
13. 若申請人在遞交表格後需更改個人資料，可電郵致 [info@reservaiberica.hk](mailto:info@reservaiberica.hk) 要求正御飲食集團作出更改。要求更改個人資料時，須連同身份證明文件遞交以茲核對。
14. 申請人在成為會員之前於正御飲食集團的任何消費均不能賺取積分。
15. 在法律許可的範圍內，因申請人或會員的遺漏、疏忽及或未能向我們提供其最新的資料，或因該等資料的準確性及完整性所引致的任何索償、要求、責任或訴訟，本公司將不會承擔任何責任。

## 會員

1. Premier 會員可享堂食正價食品/ 飲品及產品 85 折，套餐及特價食品/ 飲品及產品除外。
2. VIP 會員可享堂食正價食品/ 飲品及產品 9 折，套餐及特價食品/ 飲品及產品除外。
3. 會員折扣不適用於加一服務費，會員折扣是以加一服務費前之金額計算。
4. 會員於正御飲食集團消費每滿港幣 1 元即可獲得 1 分獎賞積分。積分以四捨五入計算，即不足港幣 5 毫不能獲取 1 積分。
5. 積分是以全張單之總消費金額計算，即加一服務費及享用會員折扣後之金額計算。
6. 積分之獲取只適用於堂食消費、購物及在店外賣服務。非經正御飲食集團分店下單之外賣服務不能獲取積分。
7. 積分達 5,000 分，即可作港幣 50 元使用，積分換領以 5,000 分為單位。使用之積分會即時轉換為港幣，並於付款時即時扣減。換領之港幣會於加一服務費及會員折扣後扣減。
8. 獎賞積分之使用只適用於堂食消費，購物及在店外賣服務除外。
9. 會員卡具有增值功能，增值額可於所有正御飲食集團分店消費時使用。會員可於任何一間正御飲食集團分店為其會員卡增值，增值額不設上限。
10. 增值額之有效期與會籍之有效期相同，會籍有效期屆滿後，增值額將自動註銷，未使用之增值額將不作退還，會員不得異議。
11. 正御飲食集團會員的會籍、獎賞積分和增值額的有效期為一年。會籍有效期屆滿後，積分和增值額將自動註銷，會員不得異議。
12. 用作申請會籍之消費不適用於賺取積分，會員須在獲得會員卡後之消費方開始賺取積分。

13. 會員於生日月份惠顧，並出示其有效之正御飲食集團會員卡，可同時享有一次性 8 折優惠及雙倍積分獎賞。一次性 8 折優惠之折扣不適用於加一服務費。一次性雙倍積分獎賞之紀錄將於消費後 10 個工作天內更新。
14. 若會員不提供或在會員申請表格上不填寫其生日月份的資料，會員將不能享用會員條款第 13 條之生日優惠，正御飲食集團將不會承擔因此而引致的損失或損害。
15. 在法律許可的範圍內，因會員的遺漏、疏忽及或未能向我們提供其最新的資料，或因該等資料的準確性及完整性所引致的任何索償、要求、責任或訴訟，本公司將不會承擔任何責任。
16. 會員行使會員權利及有關會員之交易，包括以增值額付款、會員折扣和優惠、累積和使用積分，均須於結賬時出示有效之會員卡以作系統記錄。恕不接受後補消費紀錄。
17. 正御飲食集團會員卡一經使用，即表示會員已接納正御飲食集團會員計劃條款及細則。有關正御飲食集團會員計劃條款及細則，請瀏覽 <http://reservaiberica.hk/>。
18. 正御飲食集團會員卡之優惠不可與其他優惠、折扣或禮券同時使用。
19. 會員交易只可記錄在一個正御飲食集團會員卡帳戶內，不可分拆。任何情況下如未能出示有效之正御飲食集團會員卡，會員將不能享用會員條款第 16 條之權利，會員不得異議。
20. 獎賞積分及增值額不可轉贈或轉移給他人使用，亦不可與其他會員之積分及增值額合併使用。
21. 會員卡內之獎賞積分及增值額紀錄將於消費後 24 小時內更新。
22. 會員可透過任何一間正御飲食集團分店查閱其會籍有效期、獎賞積分及增值額結餘。正御飲食集團會員卡帳戶內之積分及增值額結餘以正御飲食集團的紀錄為準，會員不得異議。
23. 為保障會員之權益及優惠，正御飲食集團會在會員之會籍有效期屆滿前，以電郵通知會員其會籍之到期日。
24. 會員於一年內在正御飲食集團分店累積消費滿港幣 5,000 元，即可免費自動延續會籍一年。
25. VIP 會員於會籍有效期內消費滿港幣\$30,000 或以上，即可自動升級為 Premier 會員。相關升級紀錄將於消費後 10 個工作天內更新。
26. 會員卡每增值港幣\$5,000，即回贈港幣\$100。相關回贈紀錄將於消費後 10 個工作天內更新。
27. 當正御飲食集團會籍有效期屆滿，會員不再享有會員的權利及優惠。
28. 正御飲食集團會員卡如有遺失、被竊或損壞，會員必須立即電郵致 [info@reservaiberica.hk](mailto:info@reservaiberica.hk) 向正御飲食集團報失/損壞。會員補領會員卡須先繳付港幣 100 元手續費，有關費用將不可退還。
29. 會員有責任保管其正御飲食集團會員卡。對於因正御飲食集團會員卡的遺失或損壞所引起的任何損失，正御飲食集團概不負責。

30. 正御飲食集團會員卡只供會員本人使用，不得轉讓予他人，使用正御飲食集團會員卡時，會員可能須要出示身份證明文件，以茲核對。
31. 會員對正御飲食集團會員卡之組織、運作或管理無權參與，亦對正御飲食集團之任何財產無任何權利或追索權。
32. 會員須向正御飲食集團提供有關其手提電話號碼或電郵地址之最新確實詳情。正御飲食集團不會就因會員未能通知正御飲食集團其手提電話號碼或電郵地址之更改而導致的任何損失承擔任何責任。
33. 會員可隨時以書面通知正御飲食集團終止其會籍，屆時任何未使用之積分及增值額將予註銷，會員資格亦會被終止。
34. 若有違反正御飲食集團會員計劃條款及細則，或正御飲食集團會員卡的使用構成未經許可行為、不檢行為、欺詐行為或其他非法行為，正御飲食集團有權停止有關人士參與正御飲食集團會員計劃並 / 或即時終止有關人士的會籍（不論是否發出通知）。正御飲食集團不會承擔因此而引起的損失或損害，並有權採取行動要求補償因任何違反正御飲食集團會員計劃之行為而導致正御飲食集團遭受的任何損失。
35. 正御飲食集團保留絕對權利於任何時間，在合理可行的情況下，透過給予合理的通知，終止正御飲食集團會員計劃的運作，無須給予任何理由。會員之一切權利及優惠即告終止。正御飲食集團將不會承擔因此而引致的損失或損害。
36. 並非所有會員均有資格參與所有推廣活動。正御飲食集團可就會員參與任何特別推廣活動的權利施加其他限制。而所有參加推廣活動之會員皆被視為已接受正御飲食集團就該等活動訂明之任何特定條款及條件所限制。
37. 因正御飲食集團會員卡或正御飲食集團會員計劃引起之任何糾紛，以正御飲食集團為唯一及最終審裁人，所作出裁決，對會員有完全約束力。
38. 若會員需要更改個人資料，可電郵致 [info@reservaiberica.hk](mailto:info@reservaiberica.hk) 要求正御飲食集團作出更改。要求更改個人資料時，須連同身份證明文件遞交以茲核對。
39. 正御飲食集團保留隨時修訂正御飲食集團會員計劃條款及細則或取消正御飲食集團會員計劃之權利而無須事先通知。一切變更或修訂在上述網站公佈時立即生效。會員應定期透過上述網站查看正御飲食集團會員計劃條款及細則是否有所修改，因為會員對上述網站的持續使用即表明會員接受正御飲食集團會員計劃條款及細則的任何變更。如有任何爭議，正御飲食集團保留最終之決議權。