



## **Terms & Conditions**

### **General Terms and Conditions**

These terms and conditions govern your application to join Venchi's membership. This mobile app is owned and operated by Venchi Hong Kong Limited ("Venchi", "we" or "us"). Please read these terms and conditions ("Terms") carefully. By registering to become a member of Venchi, you agree to be bound by these Terms.

### **Joining Venchi Membership Program**

We reserve the right to make changes to these terms and conditions from time to time without providing any prior notification. The amended terms and conditions are effective from the date they are published on our site. Your continued access and use of our mobile app and our services shall represent your unconditional acceptance of the latest version of the terms and conditions.

You can become a Venchi member if you have a Hong Kong mobile phone number, and are 18 years old. However, if you are under 18 years old you may become a Venchi member if this has been authorised by your parent or legal guardian and you have obtained their consent to become a Venchi member on the basis of these Terms. You confirm that all information provided by you to us is complete, accurate and up to date. Please update any changes in your personal details via the Profile section in the Venchi mobile app so that you are able to receive any communications we send you.

To protect the interests of consumers, we have the right to determine whether or not to accept or reject your application for Venchi membership or otherwise discontinue your Venchi Account immediately, for any reason and without any liability to you. Upon member discontinue on Venchi Membership Account, all accumulated Points and any Rewards that member have not collected will be forfeited. For the personal data, Venchi will either irreversibly anonymise or securely delete it on our servers.

### **Your Venchi Account**

You will only become a member of Venchi and can only enjoy the benefits provided to Venchi members after you complete your registration and we grant you a membership ("Venchi Account").



Your Venchi Account is personal to you and only you can accumulate Venchi 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 Venchi Account. You cannot sell, exchange, transfer or assign your Venchi Account or Points to anyone else.

Multiple Venchi memberships cannot be used to earn Points or redeem rewards in relation to the same transaction.

You must open the membership number page on this mobile application to use the membership; screenshots of the page are not accepted.

### **Earning Venchi Points**

Once your Venchi Account has been activated, you can use it to accumulate Points on your Venchi Account based on your spending at any selected store belonging to our Venchi from whom you can earn Points or redeem Rewards in Hong Kong and complete various Missions. However, certain products or services are excluded from Venchi Points, and you cannot earn any Points based on your purchase of such excluded items. The excluded items shall be determined by us from time to time.

In order for the Points to be awarded to your account, every time you shop at Venchi Hong Kong shop, present your Venchi member ID (your unique QR Code that shows in the Venchi App).

After you have successfully registered, you will earn a minimum of 1 (one) Point for each \$1 (One Hong Kong Dollar, as applicable) you spend on the purchase of selected products or services at any selected Venchi store in Hong Kong. Please note that on the occasion of particular events and special happenings (by way of example but not limited to birthdays, or special holidays, etc) we may award special Points value multipliers which will be announced in advance to users through the App.

The Points you earn will be credited to your Venchi Account within 5 minutes of your purchase. In some circumstances, there may be a delay in updating your Venchi Points balance, but we will endeavor to reflect the latest balance as soon as possible.

In the event of a refund, your Points earned from the corresponding purchase shall be deducted from your Venchi Account.



Points cannot be exchanged for cash or be purchased.

Each tier has a required number of Status Points you must meet within any 12 month period. The benefits of your new tier are valid for 12 months from the date you reach that tier. The benefits of the previous tier will then expire.

## **Offers**

Subject to your consent obtained in accordance with our Privacy Policy, we may use your personal data to provide you with tailored and personalised offers and promotions in relation to your Venchi Account, the accumulation of Points and/or the Rewards ("Your Personalised Offers") and to send Your Personalised Offers directly to you via your preferred communication channel.

Your Personalised Offers will be subject to additional terms and conditions, which will be posted on our mobile app, or otherwise notified to you.

Your Personalised Offers are for your personal use only and cannot be shared with any other member of Venchi or a third party. If despite this, you do share Your Offer with another party, once it is used by such party it will no longer be available for your use.

## **Redeeming Rewards**

You can use the Points credited to your Venchi Account in order to redeem Rewards offered by us in relation to Venchi. The number of Points needed to redeem each Reward will be specified by us and shown in app, from time to time. You can see the Points required for each available Reward via our mobile app.

The Rewards that can be redeemed by you in relation to your Venchi Account shall be prescribed, amended, provided, offered or terminated, from time to time, at our sole discretion, without any liability to you.

Once you have spent your Points to redeem a Reward, you cannot return or exchange the Reward.

All Rewards are non-transferable and you may not request an alternative Reward (cash or otherwise).

You can check your Points balance at any time using the App.



Any Points you earn are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others.

We reserve the right to cancel or deduct any Points awarded to you if:

the Points were added to your account in relation to items which you subsequently return to the store for a refund;

the Points were awarded in error, or as a result of a claim that we subsequently determine was invalid or fraudulent; or

if we reasonably determine that you have acted in bad faith and taken unfair advantage of the Promotion.

### **Keeping Your Venchi Account Secure**

Please keep your password for your Venchi Account safe at all times. We also recommend that you update your password regularly. Please notify us immediately via [hk.customerservice@venchi.com](mailto:hk.customerservice@venchi.com) or +852 2337 1380 if there has been any unauthorized use of your Venchi Account or you have lost your Venchi Account.

### **Changes to Venchi Membership**

We have the right to make changes to any feature of Venchi membership at any time, including (without limitation) in relation to any promotions, benefits or offers, any Rewards, any accumulation or redemption of Points, the online registration process, the manner in which Venchi is operated or run, the Partners, the Participating Outlets, the excluded items, the eligible transactions and/or the App. We will notify you of any major changes to any feature of Venchi membership by emailing you or by posting a notice on our mobile app. By continuing to use your Venchi Account after we have provided the notice, you agree to our amendments. If you do not agree to these amendments, you will have the option of cancelling your Venchi Account at any time.

### **Changes to Our Terms**

From time to time, we may update these Terms. We will notify you of any major changes to these Terms by emailing you or by posting a notice in our mobile app. By continuing to use





your Venchi Account after we have provided the notice, you agree to our amended terms. If you do not agree to these amendments, you will have the option of cancelling your Venchi Account at any time.

#### Account Termination

You have the right to cancel your Venchi Account at any time and for any reason via our App, or by emailing us at [hk.customerservice@venchi.com](mailto:hk.customerservice@venchi.com) or +852 2337 1380. Upon your cancellation, your Venchi Account will be immediately terminated, and all accumulated Points and any Rewards that you have not collected will be forfeited.

If we plan to terminate Venchi membership for any reason, we will provide at least 3 months' prior notice, by posting the notice on our App. Any accumulated Points that are not used or any Rewards that have not been collected before the date of termination shall be forfeited.

If we reasonably believe that you have breached any of these Terms, we may terminate your Venchi Account (with or without notice) and/or seek to recover from you any damages and losses suffered by us or our Partners. All accumulated Points and any Rewards that you have not collected will be forfeited. You may need to re-apply for a new membership with another mobile number, if you wish to re-join Venchi membership.

Your Venchi Account is linked to your mobile phone number. Only one Venchi Account can be linked to a mobile phone number. If you change your mobile phone number, you must re-apply for a new membership. All accumulated Points and any Rewards that you have not collected will not be transferred.

If we reasonably believe that your mobile phone number has been transferred to a third party or you have deactivated your mobile phone number, then we have the right to cancel your Venchi Account linked to this mobile phone number (without notice). All accumulated Points and any Rewards that you have not collected will not be forfeited.

Upon the cancellation of your Venchi Account in accordance with the foregoing, all accumulated Points and any Rewards that you have not collected will be forfeited. You will need to re-apply for a new membership using a new mobile phone number if you wish to re-join Venchi membership.



## **Resolving Any Disputes**

These Terms and any dispute or matter arising out of or in relation to them, or in relation to Venchi membership, Points, Rewards, Your Personalised Offers, your Venchi Account, our mobile app, shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Both you and Venchi Hong Kong Limited agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

## **General Terms**

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable term.

These Terms and our Privacy Policy, and any other terms and conditions referred to herein and/or posted on our mobile app, contain the entire agreement between you and us.

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.

These Terms are personal to you, and you may not transfer any of your rights or obligations under these Terms. We may transfer our rights or obligations to any third party without your consent.

The Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not under any circumstances apply to these Terms.

## **Language**

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.



## **Intellectual Property Rights**

All rights, title, interest, copyright, trademark rights, domain names, design rights, goodwill and any other intellectual property rights anywhere in the world (of any kind whatsoever) subsisting in Venchi, our mobile app and any information, content, materials and/or services provided or performed in relation to them, are owned by us 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).

You agree that any feedback, comments, or suggestions you may provide to us 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.

## **How to Contact Us**

If you have any questions about these Terms, please email us at [hk.customerservice@venchi.com](mailto:hk.customerservice@venchi.com) or +852 2337 1380.

Effective Date: 5 June, 2023