

"Emperor Watch & Jewellery Membership Program - EWJ VIP Club" Terms and Conditions –Hong Kong and Macau

These terms and conditions (together with any amendments which may be made from time to time, hereinafter referred to as "Terms and Conditions") only apply to the "Emperor Watch & Jewellery stores" or "Emperor Jewellery stores" in the Hong Kong Special Administrative Region ("Hong Kong") and Macau Special Administrative Region ("Macau") (excluding Mainland China, Malaysia, Singapore, etc.) (collectively referred to as "Emperor Watch & Jewellery stores"). All benefits under Emperor Watch & Jewellery Membership Program – EWJ VIP Club (hereinafter referred to as "EWJ VIP Club") are applicable to purchase of designated watches and jewellery products only. Any person applying for membership of the EWJ VIP Club is considered to have read, understood, and accepted the Terms and Conditions.

Emperor Watch & Jewellery (HK) Limited (hereinafter referred to as "the Company") may from time to time make changes and/or updates to the Terms and Conditions and/or the membership tiers, benefits, and privileges under the EWJ VIP Club without prior notice. Neither the Company nor its business partners shall be responsible for any loss or damage resulting from such changes and/or updates. Members of the EWJ VIP Club (hereinafter referred to as "Members", each a "Member") shall visit our EWJ VIP Club website (hereinafter referred to as the "Website") from time to time for the latest version of the Terms and Conditions and read the terms of member benefits and privileges as set out in promotional materials as published by the Company from time to time. The use or continued use of member benefits or rights by Members will be considered to have accepted the latest version of the Terms and Conditions and/or the terms of the relevant benefits and privileges (as applicable).

1. Overview of the "Membership Program" and General Terms and Conditions

- 1.1. The EWJ VIP Club is managed by the Company which shall have the right of final decision on the interpretation of the Terms and Conditions (including but not limited to the calculation of Cash Dollar (as defined below) and the terms of benefits and privileges) and any disputes. Such decision shall be final and binding on Members.
- 1.2. The EWJ VIP Club have the following tiers of membership: Basic Membership, Silver Membership, Gold Membership, Pearl Membership, Platinum Membership, and Diamond Membership.

- 1.3. Members shall at all times comply with the Terms and Conditions and the applicable terms and conditions of individual offers and privileges to maintain their membership and enjoy Member offers and privileges.
- 1.4. Unless otherwise specified, in the case of any discrepancies between the Terms and Conditions contained herein and those published on the Website, the terms and conditions published on the Website shall prevail. The use of the Website is also subject to the terms and conditions and privacy policy published on the Website.
- 1.5. Membership and related benefits are personal to Members only and are not transferred to or used by any other persons.
- 1.6. The Company maintains records relating to membership of and Cash Dollar earned by Members. Such records shall be binding on Members.

2. Membership Qualifications, Membership Upgrade/Downgrade/Renewal

- 2.1. Any individual aged 18 or above can apply for membership of the EWJ VIP Club at any "Emperor Watch & Jewellery store". Once their application has been approved, they can accumulate eligible spending used to determine membership tiers or renewal thereof (hereinafter referred to as "Qualifying Spending") . Members can also earn Cash Dollar by purchasing designated products (as detailed in paragraph 4 below). If Applicants whose amount of the 'Qualifying Spending' qualifies for Gold, Pearl, Platinum, or Diamond membership (as the case may be), they may apply directly for such tier of membership. Where the accumulated 'Qualifying Spending' within the membership period reaches the minimum amount of Qualifying Spending of a higher membership tier, such Member's membership will be upgraded to the relevant higher-tier membership.

Membership Tier	Accumulated Qualifying Spending for Membership Enrollment or Upgrade	Accumulated Qualifying Spending for Membership Renewal	Membership Period
Basic	Nil	Not applicable	Lifetime
Silver	Below HKD or MOP	Not applicable	Lifetime

	100,000		
Gold	HKD or MOP 100,000	HKD or MOP 50,000	24 months
Pearl	HKD or MOP 250,000	HKD or MOP 150,000	24 months
Platinum	HKD or MOP 500,000	HKD or MOP 250,000	24 months
Diamond	HKD or MOP 1,000,000	HKD or MOP 500,000	24 months

Remark: Purchases of 999.9 fine ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins, electroformed gold products, non-designated watches, gift vouchers, corporate gift items and accessories, or any payment of service charges and deposit shall not be counted towards the Qualifying Spending and Cash Dollar.

- 2.2. Only the actual net spending amount (i.e., net of discounted amount through the use of "Cash Dollar ", vouchers, cash vouchers, coupons, and any other discounts or offers) stated on individual valid sales invoice of the Company is eligible for accumulating the Qualifying Spending and Cash Dollars. If payment is made in other currency and conversion into Hong Kong dollars or Macau Patacas (as the case may be) is required, the exchange rate on the date of purchase shall be determined by "the Company".
- 2.3. There is no purchase requirement for Basic membership. When Basic Members make any purchase, their membership will be automatically upgraded to the relevant higher tier of membership as provided in paragraph 2.1 according to the amount of Qualifying Spending so earned from such purchase.
- 2.4. When Silver Members make purchase, his/her accumulated Qualifying Spending earned from the start date (calculation method as follows) up to the date of such purchase will be used to determine any upgrade of his/her membership tier:
- (i) The start date will be the first calendar day of the same month two years prior to the date of such purchase;
 - (ii) However, if the date of such purchase is the last calendar day of a month, the start date will be the first calendar day of the month following that month two years prior to the date of such purchase; or

(iii) If the joining date of his/her membership is later than the start date as calculated above, the start date will be the start date of his/her Silver membership.

Example:

Joining date	Date of purchase	Qualifying Spending period
1 Jan 2025	15 Jul 2025	1 Jan 2025 – 15 Jul 2025
1 Jan 2025	1 Jan 2027	1 Jan 2025 – 1 Jan 2027
1 Jan 2025	30 Sep 2027	1 Oct 2025 – 30 Sep 2027
1 Jan 2025	31 Mar 2027	1 Apr 2025 – 31 Mar 2027

- 2.5. The membership period (hereafter referred to as the "Membership Period") of Gold, Pearl, Platinum and Diamond memberships will commence from the date of approval of membership application, membership upgrade/downgrade, or renewal (as the case may be and according to the record of the Company) and will last for 24 months. Basic memberships and Silver memberships do not have expiry date of Membership Period and remain valid until terminated or upgraded.
- 2.6. When Members have during the Membership Period accumulated the required Qualifying Spending of a higher membership tier, the membership of such Members will be upgraded to the relevant higher-tier membership immediately.
- 2.7. Except for Basic and Silver memberships, Members of other membership tiers who have during the Membership Period accumulated the required Qualifying Spending for renewal will automatically have their membership renewed for 2 years. Otherwise, their membership will be downgraded by one tier. For example, Diamond Member will be downgraded to Platinum Member, and so on.
- 2.8. If a transaction is canceled for whatever reason (hereafter referred to as an "Invalid Transaction"), the Qualifying Spending and Cash Dollar (if any) earned in such Invalid Transaction will be canceled as if such Qualifying

Spending and/or Cash Dollar had never been earned. The Member's records will be adjusted accordingly. If the membership of such Member has been upgraded or renewed as a result of such Qualifying Spending earned from the Invalid Transaction, his/her membership and the Qualifying Spending will be restored to the status before such upgrading or renewal.

- 2.9. The accumulated Qualifying Spending of Members will be reset to zero upon membership renewal, upgrade, or downgrade (as the case may be).
- 2.10. Only individuals are eligible for application for membership of EWJ VIP Club. Joint or duplicate applications, or applications by any company, institution, partnership, business, legal entity, or other organization will not be accepted.
- 2.11. Members may simultaneously hold EWJ VIP Club memberships in (i) Mainland China, (ii) Hong Kong and Macau, (iii) Malaysia, and (iv) Singapore. However, such memberships are independent of one another and under separate membership programs. Points, Qualifying Spending, and Cash Dollar accumulated under such different memberships cannot be combined or used together.
- 2.12. The Company reserves the right of final decision on the approval of membership applications. Applications containing incomplete or inaccurate information will be considered invalid and will not be processed.

3. Member Benefits

- 3.1. Members are required to present valid electronic membership card or their mobile phone number registered with the Company from time to time at any Emperor Watch & Jewellery store to enjoy the EWJ VIP Club benefits and exclusive privileges (subject to terms and conditions). The benefits and exclusive privileges under the EWJ VIP Club are for personal to Members only and cannot be transferred or used by any other persons.

4. Cash Dollar

- 4.1. Members who purchase designated watches, jewelry, or gold products (as detailed in paragraph 4.2) at any Emperor Watch & Jewellery store will earn points and Cash Dollars.

4.2. The points and Cash Dollars are calculated as follows:

Purchase of the following items	Earning Points and Cash Dollars
diamond, natural fei cui (jadeite), pearl, gemstone, K-gold, fixed-price gold, fixed-price platinum items and designated watches	Earn 1 point for every HKD or MOP 1 spent; Redeem \$1 Cash Dollar for every 200 points
weight gold and price-by-weight platinum items [as determined by the latest selling price of gold ornaments of the day] (999.9 fine gold ornaments, 999.9 fine gold nuggets, 999.9 fine gold bars, 999.9 fine gold coins and electroformed gold products are excluded)	Earn 1 point for every HKD or MOP 4 spent; Redeem \$1 Cash Dollar for every 200 points

For the avoidance of doubt, no points or Cash Dollars will be accumulated for purchases of designated discounted products, 24k gold ornaments, 24k gold grains, 24k gold bars, 24k gold coins, gold electroplated products, non-designated watches, vouchers, corporate gifts, accessories, and any service fees or deposits paid.

- 4.3. To accumulate and record points and Cash Dollars in Member's account, Members must present a valid electronic membership card or their mobile phone number registered with the Company from time to time before payment being made for verification of Member's identity. For the avoidance of doubts, any request for recording Cash Dollars made after payment has been made will not be accommodated and no Cash Dollars will be recorded in the Member's account.
- 4.4. Under no circumstances can Cash Dollars be transferrable. Cash Dollars from different Members accounts cannot be combined or used together.

- 4.5. Members may redeem valid Cash Dollars as cash discount in the next purchase (every \$1 Cash Dollar can be redeemed for HKD or MOP 1 as a cash discount). For details, please see paragraph 4.9 below.
- 4.6. All Cash Dollars can only be used and redeemed as cash discount within the validity period. Any Cash Dollars that remain unused by the expiry date will lapse and be cancelled automatically without further notice or compensation.
- 4.7. Cash Dollars earned in any calendar year will expire on June 30 of the following calendar year. That is, any Cash Dollars earned from January 1 to December 31 will expire on June 30 of the following year and any unredeemed or unused Cash Dollars will automatically lapse.

Example:

Cash Dollars earned from January 1 to December 31, 2025 will expire on June 30, 2026 and any unused Cash Dollars earned in 2025 will automatically lapse on July 1, 2026.

Cash Dollars earned from January 1 to December 31, 2026 will expire on June 30, 2027.

- 4.8. For the avoidance of doubts, the Company's records regarding the validity period, points and Cash Dollars will be conclusive and final.
- 4.9. Terms and Conditions of the Use of "Cash Dollar":
- 4.9.1. The use/redemption of Cash Dollars is only applicable to purchase of diamonds, natural jadeite, pearls, gemstones, K-gold, gold, platinum products, and designated watches. The Cash Dollars cannot be used for purchase of other items such as 24k gold ornaments, 24k gold grains, 24k gold bars, 24k gold coins, gold electroplated products, non-designated watches, vouchers, corporate gifts, accessories, or the payment of service fees and deposits.
- 4.9.2. Member wishing to use Cash Dollars as cash discounts must inform the shop staff before payment is made and present his/her valid identification document or mobile phone number as registered with the Company from time to time for identity verification. Any requests to use Cash Dollars after payment is made will not be accepted.

- 4.9.3. Cash Dollars issued in Hong Kong and Macau region may only be used in "Emperor Watch & Jewellery" stores.
- 4.9.4. Cash Dollars cannot by any means be used with other discounts, vouchers, cash vouchers, coupons, and/or offers.
- 4.9.5. Cash Dollars cannot be exchanged for cash or services and no change will be given.
- 4.9.6. Cash Dollars is regarded as discount given to Members on purchase and the discounted amount will not be awarded with the Qualifying Spending. The "Qualifying Spending " only counts the net amount actually paid by the "Member" for the purchase.
- 4.9.7. The amount of Cash Dollars used cannot exceed half of the actual net spending amount stated on the sales invoice of the relevant items purchased.
- 4.10. If a Member uses any Cash Dollars in an Invalid Transaction (only applicable to transactions cancelled on the date of such Invalid Transaction due to a sales error), the relevant points of such Cash Dollars used will be returned to the account of such Member and the validity period thereof shall be calculated based on the original date(s) when such point(s) were earned. Any Qualifying Spending earned from the said Invalid Transaction (if any) will be canceled and deducted from such Member's account.
- 4.11. Exchange transactions (i.e. exchange of purchased product for a product of higher price) are subject to the exchange policy of "the Company" in force from time to time. For the avoidance of doubt, no Cash Dollars may be used in exchange transaction for payment of : (a) the price difference ; and (b) all administrative fees, handling fees and labour charges.
- 4.12. If Members earn any Cash Dollars in or any Qualifying Spending (if any) from an Invalid Transaction, such Cash Dollar and Qualifying Spending will be recovered by the Company and adjustments will be made to the Member account accordingly and (where applicable) the membership tier of such Member will also be adjusted accordingly. If the balance of Cash Dollars in the Member's account is less than the amount of Cash Dollars to be recovered by the Company, Member must pay the Company the difference in cash, with each 1 Cash Dollar equivalent to MOP or HKD1.

4.13. Returned goods are subject to the return policy of the Company in force from time to time. If Cash Dollars were used in the original purchase of the goods being returned, the relevant points of such Cash Dollars will be returned to the Member's account and the validity period of such points will be calculated based on the original date(s) when such point(s) were awarded to Members . If the validity period of such point(s) has expired at the time of the return, such points will immediately become lapse and will not be recorded in the Member's account.

5. Termination and Suspension of Membership

5.1. The Company makes no guarantees, representations, or warranties on the term and/or continuity of the EWJ VIP Club and reserves the right to at any time suspend, terminate, or cancel the EWJ VIP Club, any tier(s) of membership, any membership of any individual and any benefits under the EWJ VIP Club without notice or any reason.

5.2. In the event of the aforesaid suspension, termination, or cancellation, all benefits under the EWJ VIP Club and the relevant membership, including but not limited to all Qualifying Spending and Cash Dollars (including but not limited to Qualifying Spending or Cash Dollars to be returned to Members due to an Invalid Transaction or repurchase transaction) shall altogether be suspended, terminated, or canceled (as the case may be). Members shall have no claims against the Company.

6. Cash Dollars Balance Inquiry

6.1. Members can check their Cash Dollars records by accessing the members' section on the Website or by visiting any Emperor Watch & Jewellery store in person.

7. Personal Data

7.1. The Company will collect, use, disclose, or transfer the Member's personal data in accordance with its privacy policy on the official website (<https://www.emperorwatchjewellery.com/zh/privacy.php>).

8. Member Responsibilities and Warranties

- 8.1. Members shall at all times comply with all the Terms and Conditions and the specific terms and conditions applicable to the offers and privileges under the EWJ VIP Club.
- 8.2. Members shall upon request of the Company, provide personal information and contact details necessary for the operation of the EWJ VIP Club (including satisfying the Company's know-your-client obligations), and shall promptly inform the Company of any changes on such information previously provided in person at any Emperor Watch & Jewellery store.
- 8.3. Members must not misuse, act dishonestly, commit fraud, or abuse the EWJ VIP Club membership or any offers and privileges thereunder, including but not limited to selling, transferring, or attempting to sell or transfer (whether or not for valuable consideration) any offers and privileges.
- 8.4. By submitting an application for membership of the EWJ VIP Club, each Member and Applicant represents, warrants, and undertakes to the Company that:
- 8.4.1. All information and details provided by him/her to the Company are correct, complete, and up-to-date (if the application has been rejected, the Applicant shall no longer be obliged to update his/her data); and
- 8.4.2. he/she has read, understood, and agree to abide by the Terms and Conditions.
- 8.5. If a Member breaches or fails to comply with any provision in the Terms and Conditions or any of the obligations set out therein, the Company has the right to suspend or cancel their membership and all the benefits and rights under their membership, including but not limited to all Qualifying Spending and Cash Dollars, will altogether be suspended or canceled (as the case may be). Members shall not make any claims against the Company.

9. Liability and Warranties

- 9.1. Unless otherwise specified herein, to the fullest extent permitted by law, the Company, its directors, employees, agents, contractors, representatives, and affiliates (including their directors, employees, agents, contractors, and representatives) shall not be liable (and hereby exclude all liabilities) for any

of the following liabilities arising out of or in connection with the EWJ VIP Club (howsoever arising, including negligence):

9.1.1. direct, indirect, special, incidental, consequential, or punitive loss, damage, or expense; and

9.1.2. compensation for economic loss, loss of profit, loss of income, loss of goodwill, loss of business or opportunities, loss of anticipated savings, loss of use of products, and loss of data.

9.2. The exclusion of liability above applies in all circumstances whether based on contract, tort (including but not limited to negligence), equity, statute, indemnity clauses, breach of implied terms or otherwise; in respect of any claims by any third party against the Member or Applicant; and regardless of whether such loss or damage was foreseen or reasonably foreseeable.

9.3. Except for Clause 9.4 and to the fullest extent permitted by law, the Company excludes and disclaims any and all expressed or implied representations, warranties and statements relating to the Terms and Conditions and EWJ VIP Club which are not stated in the "Terms and Conditions."

9.4. If there are any provisions of the Terms and Conditions which cannot be non-excludable condition or warranty implied by law, the Company's liability for the violation of such condition or warranty will be limited and minimized to the fullest extent permissible by law. The Company may at its discretion rectify the said violation of condition or warranty based on options available to it. Nothing under this Clause 9.4 shall limit or exclude the Company's liability which is not permitted to be limited or excluded under the law of Hong Kong.

10. EWJ Club Inquiry

Email: ewjhkenquiry@emperorgroup.com

Website: <https://vipclub.emperorwatchjewellery.com>

11. Language

In case of any discrepancy between the Chinese and English versions of the Terms and Conditions, the Chinese version shall prevail.

12. Governing Law and Jurisdiction

The Terms and Conditions shall be governed by the laws of Hong Kong. The parties

to the Terms and Conditions irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

Last update: 2 January 2025