

Mira Place App 條款及細則

藉申請 Mira Place 會籍(「會籍」)·申請人經簽署會員申請表格並獲美麗華集團(「本集團」)批核其申請·即同意接受以下之會員守則(包括不時修訂之條款及細則)的約束。

- 1. 會員或申請會籍之人士提供個人資料予純屬自願。每一位申請會籍之人士必須提供本集團所要求之全部個人資料及其他資料,以便本會考慮其申請。倘若未能提供該等資料,可能導致本集團無法處理有關申請。如申請獲批准,在會員之會籍生效及/或延續期間,本集團有權以任何方式收集進一步之個人資料及其他資料。
- 2. 會員可自願決定是否提供會員申請表上沒有被標示為必須填寫的個人資料。
- 3. 除上述第 1 段外,申請人或會員之個人資料及其他資料可被本集團為促進或與下列有關之所有或任何目的使用:
 - a. 本集團以及其會員之個人資料的行政及管理;
 - b. 處理會籍之申請;
 - c. 驗證提供予本集團之資料;
 - d. 不時為本集團及以及其附屬及聯營公司任何成員之任何本段提及的目的進行研究及/或分析;
 - e. 為會員提供購物消費、餐飲、生活、旅遊、康健、休閒、娛樂、時尚、地產、物業或其他禮遇、設施、服務及/或產品及其他優惠並匯集及安排任何其他人士包括與本集團及/或任何集團成員有任何聯繫或合作的其他商號、公司、法團或組織(合稱為「有關人士」)為會員提供上述禮遇、利益、服務及/或產品及其他優惠;
 - f. 為本集團及任何集團成員或任何有關人士就會員或顧客設計及向他們提供購物消費、餐飲、生活、旅遊、 康健、休閒、娛樂、時尚、地產、物業或其他禮遇、設施、服務及/或產品及其他優惠;
 - g. 為本集團及任何集團成員或任何有關人士對會員或顧客的購物消費、餐飲、生活、旅遊、康健、休閒、 娛樂、時尚、地產、物業或其他禮遇、設施、服務及/或產品及其他優惠之提供作出改良及/或延續;
 - h. 鼓勵會員就其對本集團及任何集團成員或任何有關人士之禮遇、設施、服務及 / 或產品之需要及期望作 出回應;
 - i. 為任何本段提及的目的(無論是否為對任何申請人或會員採取任何不利行動)將其個人資料與本集團或 其他人所持有或控制有關同一人之個人資料作出核對;
 - j. 提供與本集團及及其商戶、會員在計劃上的參與,以及會員計劃之服務、產品、優惠及禮遇相關的資料、 通訊、小冊子、通告及其他通訊物品;
 - k. 任何申請人或會員不時同意及/或被通知之與本段提及的目的相關的其他目的。
- 4. 本集團將盡最大努力把申請人及會員之個人資料及其他資料保密,但本集團有權就上述第1及2段所載之一個或多於一個目的向任何及全部下列人士或實體披露、轉遞(無論在中華人民共和國香港特別行政區境內或境外或交換任何該等資料:
 - a. 任何集團成員
 - b. 任何有關人士;或
 - c. 任何就本集團、任何有關人士或任何集團成員之各自運作,或向會員提供禮遇、設施、服務或產品而向本集團、任何有關人士或任何集團成員提供行政、電訊、電腦或其他服務之代理人、承辦商或其他服務 提供者。
- 5. 本集團在為達到收集會員個人資料的目的所需的時間內保存該等資料,亦可為統計目的而保存個人資料檔案。 本集團將銷毀不再需要的個人資料。
- 6. 每一位會員均有權要求查閱及改正其個人資料。就查閱或更改個人資料,會員可以與 L1 禮賓部使聯絡。本集團 有權就處理任何查閱或改正資料要求收取合理費用。除本集團在適用法律及規例下可拒絕或必須拒絕辦理任何 該等要求外,本集團將按照任何該等要求辦理。



- 7. 如就會員會藉及各項推廣活動(包括換取禮品、禮券、現金券、購物及消費折扣等)發生任何爭議事宜,本集團及/或參與商戶保留最終決定權。
- 8. 本集團保留隨時暫停、更改或終止任何會員會藉、福利及其有關條款和細則之最終決定權,而無需事先作出通知,集團無需就上述之決定作出任何解釋。任何在會員會藉下提供之獎賞及/或禮品及/或食品及/或服務亦同時受有關商戶的適用條款及細則約束。本集團及其有關商戶保留權利隨時更改或終止優惠以及修訂所有條款及細則之權利。如有任何更改或終止,亦不作另行通知。
- 9. 如有任何爭議‧顧客必須提供有關之交易單據及信用卡簽賬存根正本以便本集團作進一步調查。 閣下參與之會員計劃受本條款及細則及本集團不時指定的任何其他條款及細則規管。如就會員會藉及各項推廣活動出現任何爭議‧本集團或有關商戶(如適用)的決定為最终的。該等爭議可包括(a)就閣下的參與資格、閣下可獲取的優惠、換領或其他活動或交易的記錄的任何爭議‧或(b)閣下與參與計劃的商戶之間的任何爭議。
- 10. 本會員守則受中華人民共和國香港特別行政區法律管轄並按中華人民共和國香港特別行政區法律解釋。
- 11. 除會員本人,本集團及 Mira Place 外,任何第三者均無權根據香港法例第 623 章《合約(第三者權利)條例》 執行或行使或享用本計劃內所載之條款或權利。
- 12. 在 Mira Place App 內登記成為會員後·於 7 日內憑電子貨幣消費滿 HK\$400 (最多 2 張不同商戶的同日之機印 發票及相符的電子貨幣交易存根·而每張發票最少 HK\$100) ·即可啟動成為 Mira Place 會員。
- 13. 每名顧客同時只可持有一個會藉。
- 14. 登記積分須要一組有效票據(7日內之機印發票·連同相符的正本電子貨幣顧客付款交易存根)·一組有效票據只可登記一次。
- 15. 每張機印發票消費金額需為 HK\$100 或以上。每消費 HK\$1 可換取 Mira Place 會員積分 1 分、每次最少兌換 100 分、不足 HK\$1 不作計算。
- 16. 積分有效期:由啟動會藉時即時生效,為期1年,逾期積分將自動報銷。
- 17. 根據發票,同日消費最多可登記 Mira Place 會員積分 30,000 分。
- 18. 每人每日只可換領每款禮品 3 份 (特別註明除外)。
- 19. 每人每月只可換領最多共 10 份禮品 (特別註明除外)。
- 20. 當日之機印發票·可於 7 日內中午 12 至晚上 9 時親臨 Mira Place 1 L1 禮賓部進行登記·逾期無效;如有任何特別積分優惠·翌日恕不計算。
- 21. 積分計劃不包括 Mira Place Tower A 商戶之所有消費。
- 22. 發票上必須清楚列明消費金額、店名、店址、交易日期及發票編號。
- 23. 消費用作會員卡之費用、會藉費用、門券代售服務(如演唱會門券)、銀行出入賬單、學費費用、供金會、保險費用、支付地產代理公司費用、旅行團費用、醫療費用、美容療程費用、外幣找換、車場收費、租借酒店房間及會議室之費用、展覽及商場活動攤位之費用、酒席費用(5 席或以上),恕不接受。
- 24. 所有月結繳費單收據、任何服務增值收據、以[EPS 提款易]作提款交易及所有發票副本,恕不接受
- 25. 所有店舗一律只接受機印發票,手寫收據恕不接受。
- 26. 計算消費金額以實際支付金額為準,即: <u>扣除</u>發票上列明之所有商戶優惠、折扣、信用卡現金回贈、<u>扣除</u>使用 現金禮券/禮券之金額;如分期付款/訂金,亦以當日已繳付之消費金額計算。
- 27. 會員用於賺取積分的交易若被取消,不論任何原因,Mira Place 有權將該交易的積分從會員賬戶中扣除。若會員已利用該積分換領禮品/獎賞,會員須交還該禮品/獎賞,或就 Mira Place 所定下之禮品/獎賞價格支付費用。
- 28. Mira Place 擁有最終決定權判斷所有登記積分的收據/簽賬單據是否有效,並就任何涉嫌欺詐/錯誤記錄/虛假交易記錄,拒絕授予可換取之積分。
- 29. Mira Place 擁有最終決定權,在下列情況下從會員賬戶內扣除積分
- a. 任何涉嫌欺詐交易所賺取之積分;
- b. 任何已取消之交易或虚假交易之積分;



- c. 任何錯誤記錄之積分; 及
- d. 任何已逾期之積分。



Mira Place App Terms and Conditions

Operated by Miramar Group ("The Group"), the terms and conditions bind on all members ("Members") of the Mira Place membership ("Membership") once the application form or online registration has been signed. Members of Mira Place agree and totally accept the Terms and Conditions set forth and any amendments to be made from time to time.

- 1. The provision of personal data by means of application form is voluntary. Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form (except those specified to be not obligatory) in order to enable The Group to consider his/her application. Failure to do so may result in The Group being unable to process the application. If the application is successful, further personal data and information may be collected during the period when a Member's Membership continues.
- 2. It is entirely voluntary for Member to provide personal data which is not marked as "mandatory" in the Membership Registration Form.
- 3. Except as mentioned in paragraph 1 above, personal data provided by Member will be used by Miramar Group for the purposes of :
 - a. Processing any administration, continuation and termination of your membership;
 - b. Processing any application for membership;
 - c. Assessing and/or verifying information supplied to Miramar Group;
 - d. Conducting researches and/or analysis to understand customers' needs so as to provide better facilities, services and/or products;
 - e. Providing club services, including providing privileges, benefits and other advantages to Members and rallying and arranging for the same to be provided by any other person including any member of the Group or any other firm, company, corporation, body or organisation (collectively, a ""Relevant Person"");
 - f. Designing new and/or enhancing existing facilities, services and/or products offered by Mira Place, any member of the Group or any Relevant Person from time to time;
 - g. Providing Member services, including providing privileges, benefits and other advantages to Mira Place Members and improving or arranging for the same to be provided by any other person including any member of the Group or any other firm, company, corporation, body or organisation (collectively, a ""Relevant Person"");
 - h. Encouraging feedback from Members on exclusive offers, facilities, services and/or products of Mira Place, any member of the Group or any Relevant Person.
 - i. Matching Member Information, in connection with the purposes set out in the Paragraph, against any data held by Miramar Group for whatever purpose (whether or not with a view to taking any adverse action against the Member)
 - j. Providing information related to the Member, including the products, facilities, services and other privileges, benefits other advantages and promotional materials from time to time offered by Mira Place, its tenants or service providers.
 - k. Any other purpose(s) which has been agreed by or notified to Member.



- 4. The Group strives to preserve the confidentiality and security of all the personal information which The Group may collect. Miramar Group shall have absolute right to disclose, transfer and/or exchange any such data and information to any and all of the following persons or entities for the purposes mentioned in paragraph 1 and 2:
 - a. any member of the Group; and/or
 - b. any Relevant Person; and/or
 - c. any agent, contractor or third party service provider who provides administrative, computer, technology outsourcing, cloud services, payment, data processing, marketing and other services to Mira Place members or any member of the Group in connection with the operation of our business and the provision of our facilities, services and/or products to the customers.
- 5. The Group will keep your personal data only for as long as necessary to fulfill the purpose which the data was collected. The Group may also retain archived personal data for statistical purposes. Personal data which are no longer required will be destroyed.
- 6. Each Member has the right to request access to and correction of any of his/her personal data established to be inaccurate. The Group has the right to charge a reasonable fee for the processing of any data access request. Any data access request or data correction request may be made in person at L1 Concierge, Mira Place 1. The Group will comply with any such request unless it may or is required to refuse to do so under the applicable laws and regulations
- 7. In case of any dispute or claim arising out of or in connection with the membership and promotion campaigns (including but not limited to gift redemption, gift vouchers, cash coupons and discounts), Miramar Group/ participating merchants reserve the right of final decision.
- 8. The Group reserves the right to amend, cancel or suspend membership at any time. For any offers and/or rewards and/or food & beverage items and/or services given under the loyalty program, the use of the offers and/or rewards and/or food & beverage items and/or services will be subject to the terms and conditions imposed by respective merchants. The Group and the respective merchants reserve the rights to change or cancel the offers and modify the terms and conditions at any time without further notice.
- 9. In case of disputes, members are required to provide the relevant original sales receipts and credit card sales slips for inspection and investigation by the Group. Your participation in the membership program is governed by these Terms and Conditions and any other terms and conditions specified by The Group from time to time. If any dispute arises in relation to the membership program, The Group's decision or (if applicable) the relevant merchant's decision is final. Such dispute may include (a) any dispute over your eligibility for participation, your entitlement to benefits, records of redemption or other activities or transactions, or (b) any dispute between you and any merchant participating in the membership program.
- 10. This Terms & Conditions shall be governed by the laws of Hong Kong Special Administration Region and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 11. A person who is not a party to this Agreement has no right to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
- 12. Shoppers can become a Mira Place member upon spending HK\$400 or more at Mira Place within 7 days (2 same-day machine-printed receipts at maximum, sales receipt with spending under HK\$100 will not be accepted), downloading Mira Place App and entering the information required.



- 13. Each member can have one account only.
- 14. Members must present a set of valid receipts (machine-printed receipts and matching electronic payment sales slips within 7 days), each set of valid receipts can only be log for bonus points once.
- 15. Only spending of HK\$100 or above is eligible for Bonus Point redemption. For every HK\$1 purchase, Member will be able to earn ONE Bonus Point. Member must log no less than 100 bonus points per redemption, transaction under HK\$1 will not be counted for any transaction.
- 16. Bonus Point is valid for 1 year from the date of account being activated. Unused Bonus Point will be automatically forfeited after the applicable expiry date.
- 17. Member can redeem no more than 30,000 bonus points per day.
- 18. Member can redeem the same gift no more than 3 times per day (unless otherwise stated).
- 19. Member can redeem no more than 10 sets of gift per month (unless otherwise stated).
- 20. Member should present machine-printed receipt matching electronic payment sales slips within 7 days from the date the transaction made to log bonus points at Concierge, L1, Mira Place 1, from 12pm to 9 pm. Expired receipts will be regarded as invalid unless otherwise stated.
- 21. Receipts from tenants of Mira Place Tower A are not included in Bonus Point redemption.
- 22. A valid sales receipt must contain the name of the merchant, receipt number, transaction number, transaction date and the amount of transaction.
- 23. Receipts of membership payments, tickets (including but not limited to concert tickets), purchases or transactions at banks, tuition, Gold Saving Club, insurance, broker fees, package tours, medical services, beauty treatments, cosmetic services, currency exchange, parking fees, accommodation or conference room rental at The Mira Hong Kong, rental of exhibition venue or promotional venue at the mall, banquets (bookings of 5 tables or above) are not accepted.
- 24. Reprinted receipts, receipts of banking service, monthly bills, mobile SIM card recharge, any add-value service and EPS cash withdrawal are not accepted.
- 25. Only machine-printed receipts from valid tenants are accepted, do not accept hand written or receipts.
- 26. Only actual payment counts, i.e. total spending excludes discounts/coupons/cash coupons/credit card rebates; for cash installment/ deposits, only amount settled on the date of transaction counts.
- 27. If members subsequently cancel a purchase, points earned from eligible spending for that particular purchase will also be canceled. If points have already been used to redeem the gift, members are required to return the gift or to pay for a fair value of such gift determined by Mira Place.
- 28. Mira Place reserves the right to determine the validity and applicability of those invoices/receipts for points earned, and to withhold the use of the points that Mira Place suspects are not validly or properly earned or if the same is tainted with fraud or irregularity or mistake, Mira Place's decision shall be final and binding on the members.
- 29. Mira Place may, at its sole determination, deduct from member's remaining points:
 - a. which are suspected to be fraudulently or incorrectly recorded or earned by member;
 - b. relating to a transaction which is canceled or which does not exist;
 - c. recorded in error; and
 - d. which has already expired and cannot be used for redemption.



Mira Place App 条款及细则

借申请 Mira Place 会籍(「会籍」),申请人经签署会员申请表格并获美丽华集团(「本集团」)批核其申请,即同意接受以下之会员守则(包括不时修订之条款及细则)的约束。

- 1. 会员或申请会籍之人士提供个人资料予纯属自愿。每一位申请会籍之人士必须提供本集团所要求之全部个人资料及其他资料,以便本会考虑其申请。倘若未能提供该等资料,可能导致本集团无法处理有关申请。如申请获批准,在会员之会籍生效及/或延续期间,本集团有权以任何方式收集进一步之个人资料及其他资料。
- 2. 会员可自愿决定是否提供会员申请表上没有被标示为必须填写的个人资料。
- 3. 除上述第 1 段外,申请人或会员之个人资料及其他资料可被本集团为促进或与下列有关之所有或任何目的使用:
 - a. 本集团以及其会员之个人资料的行政及管理;
 - b. 处理会籍之申请;
 - c. 验证提供予本集团之资料;
 - d. 不时为本集团及以及其附属及联营公司任何成员之任何本段提及的目的进行研究及/或分析;
 - e. 为会员提供购物消费、餐饮、生活、旅游、康健、休闲、娱乐、时尚、地产、物业或其他礼遇、设施、服务及/或产品及其他优惠并汇集及安排任何其他人士包括与本集团及/或任何集团成员有任何联系或合作的其他商号、公司、法团或组织(合称为「有关人士」)为会员提供上述礼遇、利益、服务及/或产品及其他优惠;
 - f. 为本集团及任何集团成员或任何有关人士就会员或顾客设计及向他们提供购物消费、餐饮、生活、旅游、 康健、休闲、娱乐、时尚、地产、物业或其他礼遇、设施、服务及/或产品及其他优惠;
 - g. 为本集团及任何集团成员或任何有关人士对会员或顾客的购物消费、餐饮、生活、旅游、康健、休闲、娱乐、时尚、地产、物业或其他礼遇、设施、服务及/或产品及其他优惠之提供作出改良及/或延续;
 - h. 鼓励会员就其对本集团及任何集团成员或任何有关人士之礼遇、设施、服务及 / 或产品之需要及期望作出回应;
 - i. 为任何本段提及的目的(无论是否为对任何申请人或会员采取任何不利行动)将其个人资料与本集团或 其他人所持有或控制有关同一人之个人资料作出核对;
 - j. 提供与本集团及及其商户、会员在计划上的参与,以及会员计划之服务、产品、优惠及礼遇相关的资料、 通讯、小册子、通告及其他通讯物品;
 - k. 任何申请人或会员不时同意及/或被通知之与本段提及的目的相关的其他目的。
- 4. 本集团将尽最大努力把申请人及会员之个人资料及其他资料保密,但本集团有权就上述第1及2段所载之一个或多于一个目的向任何及全部下列人士或实体披露、转递(无论在中华人民共和国香港特别行政区境内或境外或交换任何该等资料:
 - a. 任何集团成员
 - b. 任何有关人士;或
 - c. 任何就本集团、任何有关人士或任何集团成员之各自运作,或向会员提供礼遇、设施、服务或产品而向本集团、任何有关人士或任何集团成员提供行政、电讯、电脑或其他服务之代理人、承办商或其他服务提供者。
- 5. 本集团在为达到收集会员个人资料的目的所需的时间内保存该等资料,亦可为统计目的而保存个人资料档案。 本集团将销毁不再需要的个人资料。
- 6. 每一位会员均有权要求查阅及改正其个人资料。就查阅或更改个人资料、会员可以与 L1 礼宾部使联络。本集团有权就处理任何查阅或改正资料要求收取合理费用。除本集团在适用法律及规例下可拒绝或必须拒绝办理任何该等要求外,本集团将按照任何该等要求办理。



- 7. 如就会员会借及各项推广活动(包括换取礼品、礼券、现金券、购物及消费折扣等)发生任何争议事宜·本集团及/或参与商户保留最终决定权。
- 8. 本集团保留随时暂停、更改或终止任何会员会借、福利及其有关条款和细则之最终决定权,而无需事先作出通知,集团无需就上述之决定作出任何解释。任何在会员会借下提供之奖赏及/或礼品及/或食品及/或服务亦同时受有关商户的适用条款及细则约束。本集团及其有关商户保留权利随时更改或终止优惠以及修订所有条款及细则之权利。如有任何更改或终止,亦不作另行通知。
- 9. 如有任何争议,顾客必须提供有关之交易单据及信用卡签账存根正本以便本集团作进一步调查。阁下参与之会员计划受本条款及细则及本集团不时指定的任何其他条款及细则规管。如就会员会借及各项推广活动出现任何争议,本集团或有关商户(如适用)的决定为最终的。该等争议可包括(a)就阁下的参与资格、阁下可获取的优惠、换领或其他活动或交易的记录的任何争议,或(b)阁下与参与计划的商户之间的任何争议。
- 10. 本会员守则受中华人民共和国香港特别行政区法律管辖并按中华人民共和国香港特别行政区法律解释。
- 11. 除会员本人·本集团及 Mira Place 外·任何第三者均无权根据香港法例第 623 章《合约(第三者权利)条例》 执行或行使或享用本计划内所载之条款或权利。
- 12. 在 Mira Place App 内登记成为会员后·于7日内凭电子货币消费满 HK\$400 (最多 2 张不同商户的同日之机印发票及相符的电子货币交易存根·而每张发票最少 HK\$100),即可启动成为 Mira Place 会员。
- 13. 每名顾客同时只可持有一个会借。
- **14**. 登记积分须要一组有效票据(即日机印发票·连同相符的正本电子货币顾客付款交易存根)·一组有效票据只可登记一次。
- 15. 每张机印发票消费金额需为 HK\$100 或以上。每消费 HK\$1 可换取 Mira Place 会员积分 1 分、每次最少兑换 100 分、不足 HK\$1 不作计算。
- 16. 积分有效期:由启动会借时即时生效,为期1年,逾期积分将自动报销。
- 17. 根据发票,同日消费最多可登记 Mira Place 会员积分 30,000 分。
- 18. 每人每日只可换领每款礼品 3 份 (特别注明除外)。
- 19. 每人每月只可换领最多共 10 份礼品 (特别注明除外)。
- 20. 当日之机印发票·可于 7 日内中午 12 至晚上 9 时亲临 Mira Place 1 L1 礼宾部进行登记·逾期无效;如有任何特别积分优惠·翌日恕不计算。
- 21. 积分计划不包括 Mira PlaceA 座商户之所有消费。
- 22. 发票上必须清楚列明消费金额、店名、店址、交易日期及发票编号。
- 23. 消费用作会员卡之费用、会借费用、门券代售服务(如演唱会门券)、银行出入账单、学费费用、供金会、保险费用、支付地产代理公司费用、旅行团费用、医疗费用、美容疗程费用、外币找换、车场收费、租借酒店房间及会议室之费用、展览及商场活动摊位之费用、酒席费用(5 席或以上),恕不接受。
- 24. 所有月结缴费单收据、任何服务增值收据、以[EPS 提款易]作提款交易及所有发票副本,恕不接受
- 25. 所有店铺一律只接受机印发票, 手写收据恕不接受。
- 26. 计算消费金额以实际支付金额为准·即: <u>扣除</u>发票上列明之所有商户优惠、折扣、信用卡现金回赠、<u>扣除</u>使用现金礼券/礼券之金额;如分期付款/订金·亦以当日已缴付之消费金额计算。
- 27. 会员用于赚取积分的交易若被取消,不论任何原因,Mira Place 有权将该交易的积分从会员账户中扣除。若会员已利用该积分换领礼品/奖赏,会员须交还该礼品/奖赏,或就 Mira Place 所定下之礼品/奖赏价格支付费用。
- 28. Mira Place 拥有最终决定权判断所有登记积分的收据/签账单据是否有效,并就任何涉嫌欺诈/错误记录/虚假交易记录,拒绝授予可换取之积分。
- 29. Mira Place 拥有最终决定权,在下列情况下从会员账户内扣除积分
 - a. 任何涉嫌欺诈交易所赚取之积分;
 - b. 任何已取消之交易或虚假交易之积分;



- c. 任何错误记录之积分; 及
- d. 任何已逾期之积分。