

Terms of Use

Fortune Malls Application

This agreement sets out the terms and conditions of this Application between you, the user of Fortune Malls, and ARA Asset Management (Fortune) Limited, the owner of this Application.

Definition

In these Terms of Use, unless the context otherwise requires –

1. “Application” means the Fortune Malls mobile application.
2. “ARA” means ARA Asset Management (Fortune) Limited.
3. “ARA”, “Fortune Malls”, “we”, “our”, or “us” means ARA Asset Management (Fortune) Limited, the owner of this Application.
4. “Agreement” means the agreement between the user of this application and its owner, ARA Asset Management (Fortune) Limited.
5. “Fortune Malls” includes +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza, Metro Town, Laguna Plaza, Belvedere Square, Waldorf Avenue, Caribbean Square, Jubilee Square, Smartland, Tsing Yi Square, Centre de Laguna, Hampton Loft, Lido Avenue and Rhine Avenue, of which +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town have membership program in this Application. The membership program and its points are named as “Fortune+” and “Point+” respectively.
6. “Program”, “Membership program” means Fortune+.

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your installing, copying or otherwise using the Application and/or by clicking the “Download” or “Install” button of the Application for downloading the Application to your mobile device. If you do not agree to be bound by these Terms and Conditions, you should not download the Application or, if you wish to no longer be bound by these Terms and Conditions, please terminate this Agreement immediately by removing the Application from your mobile device.

The purpose and function of the Application enables you to (but not limited to):

1. search for shops, restaurants, venues and other facilities at Fortune Malls;
2. access and browse your Fortune+ account information (including your name, Fortune+ membership number, membership valid date and current membership points, etc);
3. access the Fortune+ program, to earn Point+, and to use the Point+ to redeem and/or reserve rewards during designated promotion periods as set out in, but not limited to, the Application, Fortune Malls website, in-mall posters or any other medium provided by ARA from time to time, in each case in accordance with the Terms and Conditions of the program;
4. receive in-app notifications and/or push notifications to your mobile device of the latest news, notices, offers and information of and from ARA, Fortune Malls and/or Fortune Malls’ tenants, licensees, marketing agents or authorised representatives;
5. other purposes ancillary or related to the above.

Section 1: Fortune+ Membership Program

1. To register for the Fortune+ Membership Program, members have to fill in their valid mobile phone number in the “Mobile No” column during registration or account update process to receive the system verification code on their mobile phone. Mobile phone number needs to be verified before enrollment into the Fortune+ Membership Program.
2. ARA shall not be liable for any termination of Point+, rewards or account information due to the inaccurate or non-updated personal information provided by the member.
3. Member should follow the guidance provided by ARA through the Application in setting up the password and should securely store their password.
4. Member may change the password and their personal information, but any change shall be effective only if accepted by ARA.
5. Member shall exercise reasonable care and diligence in keeping the password. At no time and under no circumstances shall the user disclose their password to any other person.
6. Member shall be fully responsible for any accidental or unauthorised disclosure of the password to any other person and shall bear the risks of the password being used by unauthorised persons or for unauthorised purposes.
7. Upon notice or suspicion of the password being disclosed to any unauthorised person or any unauthorised use, member shall notify ARA in person as soon as practicable (and ARA may ask the member to confirm in writing on any detail given). Until actual receipt of such notification by ARA, member shall remain responsible for any and all use of the application by unauthorised person or for unauthorised purposes.
8. Member can delete their account, including their personal information, message(s), transaction history, Point+, rewards and reservation by initiating the request in-person at a designated customer service counter of Fortune Malls. Once the account is deleted, the account and its corresponding data will not be recoverable and will be erased from record permanently. ARA will not assume any responsibility for the losses arising from the member’s request of account deletion.

Section 2: Earning Point+

1. Members can earn one (1) Point+ for every Hong Kong dollar (HK\$1) for transactions one hundred Hong Kong dollars (HK\$100) or above spent by electronic payments (e.g. credit cards, EPS, Octopus, Apple Pay, Alipay, WeChat Pay, Google Pay, Samsung Pay, QuickPass or other stored value facilities under the regulatory supervision of the “Payment Systems and Stored Value Facilities Ordinance” (Cap.584)) at qualified tenants of designated Fortune Malls (i.e. +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town). The spending amount on each receipt must be one hundred Hong Kong dollars (HK\$100) or above. Amounts under HK\$1 will not be counted towards Point+.
2. Point+ will be deposited into the member’s account within seven (7) days from the date of the transaction (as per the date stated on the machine-printed receipts) or on the last day of promotion period (whichever is the earlier). Expired receipts will not be accepted for point registration.

3. Expiry date for Point+ is 31 December of each year. This means Point+ earned from 1 January to 31 December in current year will be expired on 31 December of the current year. Expired Point+ will be forfeited automatically.
4. For any valid receipt(s), only the first ten thousand Hong Kong dollars (HK\$10,000) daily shall be entitled to earn Point+ (i.e. for any valid receipt(s), members can earn up to a maximum of 10,000 Point+ daily). For any valid receipt(s) beyond HK\$10,000 on a day, no Point+ can be earned.
5. Members may redeem Point+ for rewards, or any other special rewards on offer as may be determined by ARA from time to time at its absolute discretion. ARA reserves the right to change the requirements for earning Point+ (including, but not limited to, the earning rate, quota & redemption gift) without prior notice as well as the final right of determination in case of disagreement or disputes.
6. Members are entitled to earn Point+ by presenting valid, original and printed receipt(s) issued by qualified tenants and the corresponding electronic payment slip(s) during the designated promotion period. Each printed receipt issued by qualified tenants (each representing a single transaction) must be registered via the Application or at a designated customer service counter at the selected Fortune Malls to earn Point+.
7. For Point+ Self-registration through the Application, the maximum spending amount valid for each receipt uploaded is two thousand nine hundred and ninety nine Hong Kong dollars (HK\$2,999). To register Point+ for any receipt at three thousand Hong Kong dollars or above (HK\$3,000 or above), members must register Point+ in person at the designated customer service counter at the selected Fortune Malls (i.e. +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town).
8. Only machine-printed receipt(s) from qualified tenants will be accepted. Any receipt(s) of cash, cash voucher payment, deposit and/or handwritten receipt(s) will not be accepted. Photocopied or duplicated receipt(s) will not be accepted.
9. All valid receipts and electronic payment slips must contain clearly the name of the merchant, shop address, invoice number, transaction number, transaction date, amount of the transaction.
10. Receipts from the following shops or services will not be eligible to register Point+: non-qualified tenants at designated Fortune Malls, dental/clinic services; kiosks, exhibition venues, temporary exhibition booths or pop-up stores; pre-sale vouchers (including: cash vouchers, cake or food stamps, merchandise redemption vouchers, gift cards, shopping cards and membership cards, etc.); the purchase or topping-up of an Octopus, or value-added or payment services; estate agents; banking and payment services; parking; online shopping (except for online movie tickets); e-mail or phone reservations; cancelled or returned transaction; exchange with EPS cash withdrawal; currency exchange; refundable deposit; or other non-eligible transactions.
11. All discounts, the use of cash coupon, promotion coupons or promotional codes deducted amounts will not be eligible for Point+ registration. Only actual paid amount will be counted.
12. For instalment payment, the full amount listed on the merchant's machine-printed receipt will be counted towards redemption. For non-refundable deposit payment and corresponding balance payment, the amount listed on the respective merchant's machine-printed receipts will be counted towards redemption.
13. Each receipt and corresponding payment slip can only be used for Point+ registration once and

cannot be used in conjunction with other offers and promotions.

14. If a member wants to cancel a purchase that has been used to redeem Point+ and gets a refund, the member must first return the earned Point+ at the customer service counter at the selected Fortune Malls where the spending was made before getting a refund from the merchant. If a member is found using receipts that have earned Point+ to get a refund, ARA has the absolute discretion to deduct corresponding Point+ from their account. The Member is also required to return the redeemed rewards or gifts.
15. Point+ has no cash value and is not exchangeable for cash. Point+ cannot be sold, purchased, assigned or transferred.
16. Members are required to keep all supporting documents for verification purposes (as may be required by ARA) for a period of six (6) months from the date of Point+ registration of the relevant receipt.
17. No change can be made for successfully submitted transaction of Point+. Only receipts and corresponding electronic payment slip that belong to the specified member name(s) will be accepted for Point+ registration and/or reward redemptions. The name shown on the electronic payment card must be the same as the registered member's name. ARA may request the member to present the relevant credit card/EPoS/mobile device for verification purposes.
18. ARA reserves the right to change the basis on which Point+ are awarded (including exchange rate of Point+) at any time without prior notice at ARA's sole discretion from time to time.
19. Members will be able to view their Point+ account balance and expiry date through the Application during the designated promotion period.
20. For additional Terms & Conditions regarding Point+ earning, please refer to the updated notice from ARA in various communication channels from time to time.
21. ARA retains the right to withhold any point registration from members with faulty receipts, including but not limited to an (i) unclear receipt photo upload, (ii) duplicated receipt, (iii) a transaction paid by cash, (iv) unmatched amount input from the corresponding receipt and self-registration of Point+, (v) over the daily maximum point registration limit, etc. Point+ will not be issued on any unregistered, void, and partially or fully refunded transactions. In case of any suspected intentionally fraudulent, ARA reserves the right to suspend or disable the member's access to the Program without prior notice and ARA reserves the right of final decision in case of any dispute.

Section 3: Point+ Self-Registration

In addition to Section 2 above, should the member upload receipts and corresponding electronic payment slips via the Application for earning Point+, the member will be subject to the following terms and conditions:

1. For Point+ self-registration, member can upload maximum five (5) merchant's machine-printed and one (1) corresponding electronic payment slip at the same transaction amount at a time. Submission in which either the merchant's receipt or payment slip is missing or not matching will not be accepted.
2. The submitted merchant's receipt and payment slips would be verified within seven (7) working

days. Members will receive in-app Point+ status notification. Members should ensure these notifications are enabled in the application to receive the update information.

3. Members are required to enter their spending information, including the mall, shop name, receipt date, receipt amount and receipt number and etc. If members enter the information incorrectly or incompletely, the submission will be rejected and they will have to re-submit the spending information within three (3) working days upon receiving in-app status notification. Members should ensure these notifications are enabled in the application.
4. Only clear images of merchant's machine-printed receipts and electronic payment slips will be accepted for Point+ self-registration through the Application. Members should ensure their mobile network connection is stable while uploading the receipt and electronic payment slip. ARA has no responsibility for any unsuccessful upload in case of unstable mobile network connection.
5. ARA reserves the right to decline any Point+ registration for any inaccurate, incomplete and/or inadequate submission.
6. All images submitted would be used for Point+ registration, verification purpose and internal audit only and will be destroyed after 3 months.
7. ARA reserves all the rights to amend the terms and conditions above and ARA reserves the right of final decision in case of any dispute.

Section 4: Redemption of Rewards

Members may use valid and unexpired Point+ to redeem rewards in accordance with the designated promotion period as set out in the Application, Fortune Malls website, in-mall posters or any other medium provided by ARA from time to time.

1. Redemption of reward is subject to the required Point+ as well as stock availability and it will be based on first-come-first-served basis. Members will obtain a QR code for each successful redemption and shall present the QR code in the Application during reward redemption. Screenshots will not be accepted.
2. All photos of reward items are for reference only and the actual products may vary.
3. All reward items are provided on "as-is" condition and are without any representation or warranties of any kind, including, but not limited to, warranties of merchantability, non-infringement of intellectual property, satisfactory quality or fitness for any particular purpose and save as expressly provided in these terms and conditions, any and all such representations and warranties, whether expressed or implied by statute, common law, trade usage or otherwise, are hereby expressly excluded to the maximum extent permitted by law. ARA does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of or otherwise in respect of the materials on this site or any sites linked to this site.
4. ARA shall not be responsible for the condition of, the operation of, or any damage, loss or bodily injury arising from usage of the reward items. All product warranties or queries on the rewards redeemed should be referred to the original supplier or manufacturer directly. Any dispute concerning the rewards shall be settled between the member and the supplier or manufacturer

concerned who supplied the rewards.

5. Under no circumstances (including, but not limited to, negligence, omission or default) shall ARA be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of profit, business interruption or loss of information or data, arising out of the use or the inability to use the rewards even if ARA or an ARA representative has been advised of the possibility of such damages.
6. Members hereby expressly acknowledged that any reward redeemed is the transaction between the members or the relevant goods or service providers and that there is no contractual relationship between ARA or Fortune Malls and the members in any kind of goods or services redeemed.
7. All redemptions of Point+ for rewards are to be made with sufficient and valid Point+ balance during a designated promotion period and are subject to ARA's final acceptance. The required Point+ for the reward redemption will be deducted from the member's account upon successful redemption.
8. ARA reserves the right to change the terms and conditions for the redemption of rewards, and the amount of Point+ required for redemption of rewards from time to time without prior notice.
9. Any rewards redeemed by the member cannot be exchanged for cash nor may any application for redemption of Point+ for a reward be revoked or cancelled by the member. No cash refund will be given in relation to any rewards redeemed by the member and/or any unredeemed Point+.
10. Any vouchers that may be redeemed as rewards under the Program shall not be redeemable for cash and the use of such vouchers shall be further subject to the terms and conditions stipulated by the respective merchants supplying such vouchers.
11. All rewards are subject to availability (including, but not limited to, stock and time availability), and any restriction may apply as to where and when the rewards may be redeemed. ARA reserves the right, at its sole discretion, to discontinue any reward item or to substitute a similar reward item of equivalent value at any time without prior notice. ARA provides no guarantee that any rewards will remain available for the entire term of any designated promotion period.
12. Each reward lists the designated mall available for redemption. Member can select the suitable mall for redemption. Member must redeem the reward at the chosen mall and can not make any change. ARA shall not be liable whatsoever for any loss arising directly or indirectly from redemption.
13. In case of disputes related to reward redemption, ARA reserves the right of final decision, without giving any reason therefor.

Section 5: Grant of Licence

Subject to the users' compliance with these Terms and Conditions, ARA hereby agree to grant users a personal, limited, non-exclusive, non-transferable, revocable licence to use a single copy of the Application on a single mobile device primarily used by you for private and/or non-commercial purposes only. Other unauthorised uses of the Application are prohibited including but not limited to the re-sale, transfer, modification of this Application.

This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Application and destroying all copies of the Application in the possession.

Upon any termination, you agree to immediately uninstall the Application and destroy all copies of the Application, any accompanying documentation and all other associated materials. ARA reserves the right to terminate this Agreement at any time if user is in breach of any of the terms of this Agreement.

ARA may, at any time and without giving notice, make changes, corrections and/or improvements to the Application, stop providing the Application or feature of the Application to users generally, or create usage limits for the Application.

Section 6: Ownership of the Application

ARA retains all rights, titles and interests (including intellectual property rights) on all text, graphic images, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials (the "Content") in and to the Application.

Any act of copying the Application or the materials contained therein without prior written permission of ARA or modifying or re-using the text or graphics on the Application is prohibited. ARA reserves all rights not expressly granted under this Agreement.

Subject to the agreement on following terms, you may use the Application for personal purpose only, which includes recreational use and social use.

1. The user may not to use the Content of the Application for commercial purposes; and/or
2. systematically copy the Content from the Application with a view to creating or compiling any form of comprehensive collection, compilation, directory or database.

Section 7: Links from the Application

The Application may contain links to other websites and resources provided by third parties. These links are provided for your information and/or easy access only. ARA has no control over contents of those sites and resources and has no responsibility for any loss or damage that may arise from your use of them. ARA is not responsible for the privacy practices adopted in these other websites and resources and strongly recommend that you should review and consider the privacy policies of these websites and resources before accessing them.

Section 8: Disclaimers

1. Whilst ARA endeavours to keep the content or products included on the Application up to date, ARA makes no representations or warranties of any kind, express or implied, as to the operation of the Application or the accuracy, adequacy and completeness of the content or products

included on this Application or any third party software that may be used in connection with this Application.

2. To the full extent permissible under applicable law, ARA disclaims all warranties, express or implied thereof. The Application and software are provided “as-is” and “as-available” without warranty of any kind. ARA accepts no liability for any disruption or non-availability of the Application resulting from external causes including, but not limited to, ISP equipment failure, push server failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
3. ARA shall not be responsible or liable for any loss or damages or indemnifications arising or resulting from or caused by the installation, ability/inability to use or improper running of this Application or contents being unable to be downloaded or lost internet connectivity or interruptions, delays, defects or omissions that may exist in the contents provided in this Application or the links to other websites and resources provided by third parties, or whatsoever kind arising out of user’s use of or access to the Application including loss of profit or the like whether based on breach of contract, tort (including negligence), product liability or otherwise. Users should be aware that they use the Application and its content at their own risk.
4. ARA does not guarantee that no viruses or other contaminating or destructive properties may be transmitted through this Application, or that no damage will occur in the users’ mobile smart phone or any other devices. You have the sole responsibility for ensuring adequate protection and back-up data, information and/or equipment, and for undertaking appropriate precautions to scan for computer viruses or other destructive properties. ARA is not liable for any damage or alteration to user’s equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.
5. The information provided in the Application is intended for general information purposes only. No part of this Application is intended to constitute advice and the content of this Application should not be relied upon when making any decisions.
6. Where information in the “Promotions” section in this Application is supplied by the relevant Product and Service Providers, ARA shall not be responsible for any loss or damages arising from the use of or the inability to use the information and/or the products and/or services offered by the Product and Service Providers.

Section 9: General Terms and Conditions

1. This is the entire agreement between the user and ARA relating to the subject matter herein and will not be modified except in writing, or by a change to this Agreement by ARA.
2. ARA reserves the right to revise this Agreement at any time. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere at Fortune Malls. ARA will use reasonable efforts to ensure that any important changes will be notified to users by an appropriate method, such as a notice at Fortune Malls. However, it is your responsibility to check the terms and conditions regularly to take notice of any changes we make. Users’ continued use of the Application after any changes to the terms and conditions will constitute the acceptance of such changes. If you do not agree with any changes

or additions we make, please refrain from using the Application.

3. User cannot nor allow third parties on user's behalf to make and distribute copies of the Application; or attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or create derivative works of the Application of any kind whatsoever.
4. The Application is made available to users free of charge for users' private and non-commercial use. ARA reserves the right to amend or withdraw the Application or change for the Application or service provided to user in accordance with these Agreement at any time and for any reason.
5. Users acknowledge and agree that they may be charged by their respective mobile network services providers or such third-party charges while using this Application (including roaming charges). You are fully responsible for any such charges that may incur.
6. This Application is available to handheld mobile devices running Apple iOS and Android Google Play. ARA does not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable. You acknowledge that the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside ARA's reasonable control.
7. Users must possess a mobile smart phone, mobile device or mobile network that is compatible up to the configuration standards with Internet connectivity in order to use this Application which is compatible with mobile devices operated by Apple's iOS 11.0 or above or Android 7.0 or above. These software requirements might be upgraded or changed time-to-time to stay compatible with functionality changes.
8. ARA reserves the right to terminate the use of the Application at any time without giving notice or reasons the users.
9. If any terms in this Agreement shall be illegal, invalid or for any reason unenforceable in whole or in part, under any ordinance or law, such term shall to that extent be deemed not to form part of this Agreement and legality, validity or enforceability of the remaining terms will not be affected.
10. This Agreement will be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. Users agree to submit exclusive jurisdiction of the Courts in Hong Kong with respect to any legal proceedings that may arise in connection with this Application, or from a dispute as to interpretation or breach of this Agreement.
11. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Agreement. For the avoidance of doubt, this term shall not affect any right or remedy of a third party which exists or is available apart from the Third Parties Ordinance.
12. In the event that there is any inconsistency between the English and Chinese versions of this Agreement, the English version shall apply and prevail.

Section 10: Privacy

The use of the Application is also governed by our Privacy Policy Statement ("PPS") and Personal

Information Collection Statement ("PICS") which have been incorporated into this Agreement and are set out below. We safeguard information provided by our members and web site users ("User").

Section 10.1: Privacy Policy Statement ("PPS")

1. ARA Asset Management (Fortune) Limited ("ARA", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using, processing and transmitting Personal Data and this PPS explains our privacy practices. We are legally required to comply with the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong Special Administrative Region when collecting, holding, using and/or processing your Personal Data. In doing so, we will ensure compliance by our staff to the strictest standards of security and confidentiality.
2. Users are strongly recommended to read this PPS carefully to have an understanding of our policy and practices regarding how your Personal Data will be collected, treated and processed. The provisions of this PPS may be updated, revised, varied and/or amended from time-to-time as we deem necessary. It is the Users' obligation to regularly check for any changes in this PPS.
3. By providing your Personal Data to us, you are consenting to this PPS and the collection, use, transfer, storage and processing of your Personal Data as described in this PPS.
4. You must get the consent by guardian before providing any personal information or data if you are under 18 years of age.
5. Kinds of Information Collected
Depending on the types of goods and/or services we provide to you, we may collect two basic types of data from you, "Personal Data" and "Non-Personal Data":

- a. Personal Data

The following are the common situations when we may collect and store your Personal Data, which include but are not limited to:

- registration for Fortune+ program, enjoying benefits or otherwise using our services as a member of Fortune+, activities and/or other services;
- using and/or browsing our mobile applications;
- purchasing and/or using our services, including without limitation to subscribing to our communication materials;
- entry and/or participating in any of our promotional, marketing or advertising activities;
- posting, uploading, creating or otherwise generating any content and/or information including any artistic, musical, literary, sound recording, film and/or type of work on our website and/or mobile application; and
- request for customer service or other assistance in connection with our products and/or services.

b. Non-Personal Data

We may keep an activity log which does not identify you individually and cannot be used to identify the identity of any particular user. Generally, we collect and store the following categories of Non-Personal Data:

- information about your device that you use to access our mobile applications, such as the device name, operating system, IP address, version, the type of network and mobile Internet browser you use, the browser type and configuration, the geo-location information and other unique device identifiers of the device, browsing preferences (for example: language settings and default malls) etc.; and
- information about your use of the mobile application, such as the domain names you visit and the specific actions you take on the mobile application, the number of new or returning visits, statistics on the pages visited and referred, a reading history of the pages and sites you have visited and viewed, search terms used and search results, error and crash statistics, traffic data (such as time, duration and date of access).

6. Purposes and Uses of Personal Data Collected

The purposes for which we may use your Personal Data and non-personal data will be stated in the Personal Information Collection Statement (“PICS”), application form, terms and conditions, mobile application and/or webpage relevant to your provision of Personal Data to us. If you do not provide us the personal information/data, we may not be able to provide certain services in this Application.

7. Disclosure and Transfer of Personal Data

We endeavour to ensure security and confidentiality of all personal information/data provided by users through this Application. We will take all practicable steps to keep your Personal Data confidential. By downloading and using this Application, users agree, consent and authorise us to disclose and/or transfer their personal information/data to our staff or contractors, irrespective of whether they are located within or outside Hong Kong. We may disclose, transfer and/or assign such data to the following parties:

- any agent, adviser, auditor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, fraud prevention, insurance, data processing, management services, letting and licensing services, marketing and promotional services, and/or other services to us in connection with the operation of our business and/or the relevant service(s);
- any actual or proposed assignee, transferee or successor of or to ARA’s rights in respect of your Personal Data if ARA decides to sell, merge and/or reorganise any part of its business;
- any person under a duty of confidentiality to us or who has undertaken to keep users’ personal information/data confidential and use them in strict compliance with the requirements of Personal Data (Privacy) Ordinance (Cap. 486);
- where we consider it necessary to do so in order to protect with applicable laws,

regulations, including but not limited to judicial proceedings, court orders or legal services.

We may also disclose and/or transfer your Personal Data in the manner as stated in the Personal Information Collection Statement and/or any terms and conditions.

The parties to whom we disclose and/or transfer your Personal Data may be situated outside of Hong Kong where there may not be in place data protection laws which are substantially similar to or serve the same purposes as the Personal Data (Privacy) Ordinance.

8. Links to Other Websites

The Application may contain links to other websites and resources provided by third parties. If you click on any of these advertisements or hyperlinks, you may leave our mobile application for another location. At any other website, the protection of your privacy, Personal Data and your exposure to cookies are not our responsibility and you are advised to refer to the privacy policy of that other location (if any).

This application may allow you to link and/or connect to third party social networking sites. If you choose to link and/or connect to these third-party social networking sites, we may be able to collect certain Personal Data from your social networking profile in those sites. In that case, we will collect and use such Personal Data only for the purpose of providing you with the connection to the social networking sites.

9. Use of Cookies

This Application uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" for tracking and examining usage of this Application in order to prepare analytical reports and to monitor traffic in this Application, as well as to improve, customize and enhance your browsing experience.

Users can share this Application in other social networking sites such as Facebook, Instagram and WeChat. We do not control these cookies and you should check the relevant third-party websites to see how your information is used and how to opt-out.

Users may choose to reject all or some cookies at any time by changing the setting of your web browser on your device. However, please be aware that you will not be able to use some of the functions of this Application if you choose to delete or restrict cookies.

10. Security and Storage of Information

Except the above mentioned, your Personal Data will be stored and accessed only by our employees or contractors who are authorised to do so. Your Personal Data will be automatically stored and will be kept on a secured server and will be encrypted and/or password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of ARA or its contractors. The network transmission of Personal Data will also be protected by using the

SSL protocol. Personal Data are treated as confidential information by ARA and all staff and contractors designated to handle Personal Data will be instructed to do so only in accordance with this PPS.

11. Use of Personal Data in Legal Proceedings

If it becomes necessary that we have to take action against you for any reason whatsoever including recovering from you any money you owe us, you expressly agree that the Personal Data provided by you can be relied upon in identifying and taking legal action against you.

12. Right to access and Correct Personal Data

You may at any time request access to and correct Personal Data relating to you in any of our records. You may also ask us to delete your Personal Data from any active mailing or distribution list. We have the right to charge you a reasonable fee for processing of any information/data access request. If you wish to access or make amendments to your personal information/data held by us, please send such request by post to our Personal Data Privacy Officer:

ARA Asset Management (Fortune) Limited
Shop 901, Level 9
Fortune Metropolis
6 Metropolis Drive, Hung Hom
Kowloon, Hong Kong
Attention: Personal Data Privacy Officer (Legal Department)
(Please mark as "Confidential")

13. Retention of Personal Data

Personal Data provided by you are retained by us for as long as the purposes and any directly-related purposes for which such data were collected continue. Once it is not necessary to use the Personal Data to fulfill such purposes, they are then destroyed within a reasonable time unless their retention is required to satisfy legal, regulatory or accounting requirements or to protect the ARA's interests.

14. This PPS may from time to time be updated, revised and changed. Any change, update or modification will be effective immediately upon being posted in the Application. You should check the Application for updates to this PPS on a regular basis.

15. In the event that there is any inconsistency between the English and Chinese version of this PPS, the English version shall prevail.

Section 10.2: Personal Information Collection Statement ("PICS")

Where your personal data is collected in connection with the Application (defined below), our use of such

personal data shall be in accordance with the terms and conditions of this PICS and the Application's Terms of Use accessible within the Application (the "Terms"). Where your personal data is collected in connection with a specific activity, event, service and/or program in connection with the Program (defined below) offered by ARA Asset Management (Fortune) Limited ("ARA"), in addition to this PICS and the Terms, you should also refer to ARA's Privacy Policy Statement accessible within the Application ("PPS"), the personal information collection statement and any terms in connection with such activity, event, service and/or program.

By downloading, accessing or continuing using the Application and providing us with your personal data, you accept and consent to the practices described in this PICS, the PPS, as well as any other personal information collection statement applicable to any activity, event, service and/or program in connection with the Program, through which your personal data is collected.

The terms in this PICS may change from time to time. We will alert you of such changes by posting the updated PICS in the Application. Your continued access to the Application after the posting of such changes indicates your consent to the same.

1. Purposes for which we collect Data

The personal data provided by you will be used for your enrolment to:

- a. the Fortune+ Membership Program at +WOO, Fortune City One, Fortune Metropolis, Ma On Shan Plaza and Metro Town (the "Program") offered by ARA; and
- b. the mobile application named "Fortune Malls" (the "Application"). If you want us to process your enrolment to the Program and/or to use the Application, you must provide the personal data marked as "mandatory" in the applicable registration form. The types of personal data we may collect from you include, without limitation, your name, member ID, mobile number, email address, month of birth, gender, age group and the transaction information of your purchases made (such as merchant name and date and amount of purchase) at the malls under the Program. We suggest that you fill in your English name in the form as shown on your Hong Kong identity Card in the "Name" field, to facilitate verification of your identity at various instances of your participation in the Program and/or use of the Application. On the other hand, it is entirely voluntary for you to provide personal data which is not marked as "mandatory" in the relevant registration form.

The personal data provided by you will also be used by ARA (as defined in the Terms) for the purposes of:

- a. processing the application, administering, operating, managing, continuing, terminating and recovering of your enrolment in the Program and use of the Application;
- b. operating, managing, customising, enhancing, optimising and improving the Program and the Application;
- c. providing you with news, notices, and other communications in relation to Fortune Malls and/or ARA (including, but not limited to, providing updates in relation to ARA, Fortune Malls, Fortune Malls' tenants and/or joint promotion partners selected by ARA; events held at or by ARA,

Fortune Malls, Fortune Malls' tenants and/or joint promotion partners selected by ARA, including without limitation through email, through in-app notification, and/or push notifications to your mobile device);

- d. earning, recording, accumulating and keeping track of your Fortune Malls Point+ for rewards redemption and issuance of redemption letters and other communications (including, but not limited to, by email, through in-app notifications, and/or push notifications to your mobile device) in relation to the same;
- e. operating and managing your account and dealing with any accumulated Point+ in accordance with the Program;
- f. identifying and verifying your identity and/or as a member;
- g. making disclosure to any law enforcement agency or governmental authority in Hong Kong under the requirements of any applicable law or regulation; detecting, preventing, or otherwise addressing fraud or security issues; or protecting against harm to the rights, property or safety of ARA, Fortune Malls and/or Fortune Malls' tenants;
- h. handling and following up customer service calls, enquiries and/or complaints relating to or arising from the Program and/or the Application (including but not limited to, by email and/or by phone);
- i. enabling us to better understand the demographics of our users;
- j. protecting the rights or properties of ARA, Fortune Malls and Fortune Malls' tenants; and
- k. other purposes ancillary or related to the above.

2. Use of Personal Data in Direct Marketing

We intend to use your personal data in direct marketing, and we may not so use your personal data in direct marketing, and we may not use your personal data unless we have received your consent (including an indication of no objection). We shall use your family name, given name, birth month, gender, age group, email address and contact phone number for marketing the following categories of services:

- a. Mall services and products of Fortune Malls and/or Fortune Malls' tenants;
- b. Rewards, promotions, events and benefits related to or offered by Fortune Malls, Fortune Malls' tenants and/or ARA;
- c. Joint promotions with merchants and business partners selected by ARA and offering discounts, special offers or other benefits to Fortune Malls' customers and/or Program members.

When you first provide your personal information to us through an application form, if you object to our use of your personal data for the relevant direct marketing purposes, please tick the relevant checkbox which allows you to opt out of our direct marketing activities. If you do not tick the box and if you confirm your understanding and acceptance to the applicable personal information collection statement, privacy policy and/or terms and conditions, you agree that we may use your personal data for the relevant direct marketing purposes.

You may also change your mind and request that we stop sending you direct marketing materials and/or communications at any time by changing the notification settings in the Application, emailing

us at app@fortunemalls.com.hk and/or contacting us at the address provided at the end of this PICS. We will, at no cost to you, comply with your request within a reasonable time.

3. Disclosure/ Transfer of Personal Data

The personal data collected will be used for the purposes above. We will take all practicable steps to keep your personal data confidential, but we may transfer/ assign such data to the following parties:

- a. any agent, adviser, auditor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, fraud prevention, insurance, data processing, management services, letting and licensing services, marketing and promotional services, and/or other services to us in connection with the operation of our business;
- b. any actual or proposed assignee, transferee or successor of or to ARA's rights in respect of your Personal Data if ARA decides to sell, merge and/or reorganize any part of its business;
- c. any person under a duty of confidentiality to us or who has undertaken to keep users' personal information/data confidential and use them in strict compliance with the requirements of Personal Data (Privacy) ordinance (Cap. 486);
- d. where we consider it necessary to do so in order to protect with applicable laws, regulations, including but not limited to judicial proceedings, court orders, or legal services.

4. Use of Cookies

When you access or use the Application, ARA may use cookies, web beacons and/or unique device identifiers to identify your device and to store and track information about your browsing activities and histories, user preferences and other actions in the Application for the purpose of operating, managing and improving the Application and the Program. In order for the Application to work properly, it is not possible to disable these cookies, web beacons and/or unique device identifiers. If you do not agree to our use, you should cease downloading, installing, accessing and/or using the Application and uninstall the same.

5. Right to Access and Correction of Personal Data

You have the right to request access to and the correction of the personal data relating to you in any of our records. You may also ask us to delete your personal data from any active mailing or distribution list. You may send such request by post to our Personal Data Privacy Officer:

ARA Asset Management (Fortune) Limited
Shop 901, Level 9
Fortune Metropolis
6 Metropolis Drive, Hung Hom
Kowloon, Hong Kong
Attention: Personal Data Privacy Officer (Legal Department)
(Please mark as "Confidential")