

# 「置地廣場 x 美國運通聖誕推廣活動2025」條款及細則

- 1. 「置地廣場 x 美國運通聖誕推廣活動2025」(「**推廣活動**」)由 2025 年 11 月 20 日至 2025 年 12 月 26 日(包括首尾兩日)(「**推廣期**」)。美國運通國際股份有限公司(「**美國運通**」)Hongkong Land Bespoke Limited(「**置地廣場**」)可隨時在毋須事先通知情況下修改本條款及細則之內容或終止本推廣活動。
- 2. 本條款及細則第4條規定,合資格卡會員(定義見下文)如欲參加本推廣活動,必須:
  - 2.1 透過 LANDMARK HONGKONG 置地流動應用程式(「LANDMARK HONGKONG App」)成為 LANDMARK BESPOKE 雋環會員(「BESPOKE 會籍」,其會員下稱「BESPOKE雋環會員」)(包括於推廣期內新登記並獲批的 BESPOKE雋環會員,以及現有 BESPOKE雋環會員);
  - 2.2 推行以下簽賬:
  - (a) 單一淨額滿港幣10,000元至49,999元;
  - (b) 單一淨額滿港幣50,000元至99,999元;
  - (c) 單一淨額滿港幣100,000元至199,999元;或
  - (d) 單一淨額滿港幣200,000元或以上。

該消費必須於推廣期內以美國運通於香港簽發的 Centurion® Card、美國運通白金卡或美國運通半島白金卡之有效基本卡及附屬卡(「合資格卡」,其卡會員為「合資格卡會員」),或透過 Apple Pay 及 Google Pay(如適用)以合資格卡進行全額付款(惟 Centurion® Card附屬卡之綠色及金色卡面不適用)於指定網站(www.landmark.hk/tc/pages/accept-bespoke-dollars-participating-merchants)所

(www.landmark.hk/tc/pages/accept-bespoke-dollars-participating-merchants)所列的參與商戶(「參與商戶」)進行消費。

- 2.3 須前往位於置地廣場中庭2樓(近告羅士打大廈的禮賓服務處)的指定聖誕獎賞換領處,並於其開放時間內,出示實體合資格卡或電子錢包內之合資格卡,合資格機印單據正本以及相關電子付款收據(「合資格收據」),連同BESPOKE 售環會員身分證明(即指於LANDMARK HONGKONG App之會員號碼或已登記的手提電話號碼),以作登記。
- 3. 合資格收據必須按照上文第2.3條的規定,於消費日起計30個日曆天內,並於2025年12月 26日或之前,在置地廣場中庭2樓(近告羅士打大廈禮賓服務處)的指定聖誕獎賞換領處 開放時間內完成登記。逾期收據及於推廣期以外作出消費之收據亦不予受理。此推廣活動 僅限親身於指定聖誕獎賞換領處登記之收據方可獲得獎賞。合資格收據不可於 BESPOKE 雋環貴賓室或其他禮賓服務處登記收據以作換領。
- 4. 根據第2.3條出示的合資格收據如適用,將獲得置地廣塲接受登記及批核。
- 5. 「合資格收據」必須符合以下條件:
  - 5.1 (a) 出示合資格的機印收據及相關電子支付收據之正本;
    - (b) 收據及相關電子支付收據上所印的姓名,必須與 BESPOKE 馬環會員及合資格卡會員的姓名完全相同;
    - (c) 每張合資格收據上的消費金額須超過港幣\$10,000元;



- (d) 合資格卡號碼、參與商戶名稱及地址、交易日期及交易金額,必須在合資格收據 上清楚列明; 及
- (e) 只接受於推廣期內發出的最終機印收據及相關電子支付收據以實行上述第4條之 用途。
- **5.2** 根據上述第**2.2**條,合資格收據(包括如適用的按金)必須於推廣期內使用合資格卡 全數簽賬付款。
- 5.3 置地廣場恕不接受任何影印本或經塗改單據或手寫收據,並有權拒絕接受其懷疑為 無效、偽造或非針對真實交易發出的任何收據或基於其他理由拒絕接受的任何收 據,而無需作出任何解釋。
- 5.4 已由置地標記或蓋章的合資格收據,不能重複用於本推廣或其他推廣活動的禮品/ 獎賞換領,亦不能用於參與商戶作退貨之用。每張合資格收據只可根據上述第2條 換領獎賞一次。

## (A) BESPOKE 雋環基本獎賞積分

- 6. 如根據上述第2.2條所述之消費淨額的合資格收據一經批核接納提交,則每消費HK\$1(以合資格收據所示金額計算),將獲得1倍 BESPOKE 馬環基本獎賞積分,該積分將存入合資格卡會員於 LANDMARK HONGKONG App 的 BESPOKE 馬環會員賬戶內。
- 7. BESPOKE 馬環基本獎賞積分有效期至2026年3月31日。
- 8. 位合資格卡會員憑**每張合資格收據**可獲得BESPOKE雋環基本獎賞積分一次。

#### (B) 獎賞禮券及禮品

- 9. 合資格卡會員於根據上述第2.3條出示之合資格收據,一經置地廣塲如第4條所指批核接納 後,作出以下消費的合資格卡會員:
  - 9.1 單一淨額滿港幣10,000元至港幣49,999元:
    - HK\$900 與賞禮券(包括HK\$500 x 1及HK\$100 x 4);
    - 價值高達HK\$330的禮品;
    - LANDMARK聖誕裝置電子通行證2張
  - 9.2 單一淨額滿港幣50,000元至港幣99,999元:
    - HK\$2,200獎賞禮券(包括HK\$1,000 x 2及HK\$100 x 2);
    - 價值高達HK\$810的禮品;
    - LANDMARK聖誕裝置電子通行證2張
  - 9.3 單一淨額滿港幣100,000元至港幣HK\$199,999元:
    - HK\$4,200獎賞禮券(包括HK\$1,000 x 4及HK\$100 x 2);
    - 價值高達HK\$810的禮品;
    - LANDMARK聖誕裝置電子通行證2張
  - 9.4 單一淨額滿港幣HK\$200,000或以上:
    - 價值高達HK\$2,588的禮品;
    - LANDMARK聖誕裝置電子通行證2張

將可於推廣期內,<u>每張合資格收據</u>可分別獲得禮券及/或禮品<u>一次</u>(統稱為「禮券及/或禮品」)。有關禮券及/或禮品的詳情,請參閱置地廣塲網站:

https://www.landmark.hk/tc/whats-on/happenings/noelia2025/



- 10. 相關禮券將於合資格收據經指定聖誕獎賞換領處批核接納後,存入合資格卡會員的 LANDMARK HONGKONG App 的BESPOKE 售環會員帳戶。
- 11. 於推廣期內,每位合資格卡會員憑**每張合資格收據**可分別獲得第9.1至9.4條所列之禮券及 /或禮品一次。
- 12. 相關禮券須於2026年2月28日營業時間結束前在指定的參與商戶使用,任何逾期未用之禮券及/或禮品將會失效及不再有任何價值。禮券及/或禮品:
  - 12.1 數量有限,先到先得,送完即止;
  - 12.2 受參與商戶營業時間及其條款及細則約束;
  - 12.3 沒有現金價值,亦不可兌換現金或任何其他形式的賠償;及
  - 12.4 不可轉讓,不可轉讓予他人或交換其他物品。
- 13. 禮品獎賞須於指定的參與商戶於2026年2月28日營業時間結束前換領。禮品數量有限,先 到先得,送完即止。指定的參與商戶保留更換同等價值之禮品而毋須事先通知之權利。
- 14. 置地廣場聖誕裝置電子通行證將以先到先得方式作登記,數量有限,換完即止,並須於置地廣場聖誕裝置於2026年1月1日的開放時間結束前完成換領登記。BESPOKE 馬環會員可憑電子通行證免費進入置地廣場聖誕裝置一次。進入置地廣場聖誕裝置須提前登記,票務登記處位於置地廣場中庭地下。

## (C) BESPOKE 雋環額外獎賞積分

- 15. 合資格卡會員亦可根據以下條件獲得BESPOKE 馬環額外獎賞積分:
  - 15.1 如根據上述第 2.2 條,出示合資格收據並被批核接納後,凡單一淨消費淨值滿港幣 200,000 或以上,合資格卡會員可獲得「置地廣場額外獎賞」之額外1倍BESPOKE 雋環獎賞積分,以及「美國運通專享獎賞」之額外3倍BESPOKE雋環獎賞積分,連同1倍 BESPOKE雋環基本獎賞積分,合共可獲5倍BESPOKE雋環獎賞積分。 BESPOKE獎賞積分的上限為每張合資格收據港幣\$500,000 元。有關推廣活動詳情,請參閱置地廣場網站:https://www.landmark.hk/tc/whats-on/happenings/noelia2025/。

  - 15.3 每位合資格卡會員可憑**每張合資格收據**獲得BESPOKE雋環額外獎賞積分一次。

### 一般條款及細則

16. 置地廣場有權掃描或複印任何合資格收據、並記錄合資格卡會員姓名及 BESPOKE 馬環會員編號,以供內部參考之用。完成用途後有關資料將會被銷毀。



- 17. 所有合資格卡會員憑第2條所述的消費換領獎賞時,須提供其BESPOKE 售環會員帳戶登記的個人姓名、聯絡電話號碼或電郵地址,以確認及核實身份之用。
- 18. 本推廣活動不可與其他推廣優惠、禮遇或折扣同時使用,惟「Centurion 25周年 LANDMARK消費獎賞推廣」及「Platinum Luxe Living at LANDMARK – BESPOKE 雋環會員躍 升禮遇」除外,該兩項為美國運通與置地廣場合作,合資格卡會員可獲得相關獎賞或禮遇 。
- **19**. 任何虛假交易、未經許可的交易、未過賬交易、已取消或已退款的交易款項均不會視為有效交易,亦不合資格參與本推廣。
- 20. 合資格卡會員如在任何消費獲取/兌換BESPOKE 馬環基本獎賞積分,而該交易隨後由於任何原因被取消、退款或撤銷的交易,須立即通知美國運通及置地廣場。如美國運通及置地廣場獲悉此等情況,而合資格卡會員未有通知美國運通及置地廣場有關該等被取消、退款或撤銷的交易,則可採取下列其中一項措施: (a) 合資格卡會員須於接獲美國運通及/或置地廣場通知時,立即向其支付有關獎賞的價值,美國運通及置地廣場可全權的情權決定該獎賞之價值,或 (b) 置地廣場有權從合資格卡會員的BESPOKE 馬環會員帳戶中扣除由上述交易所獲得的BESPOKE 馬環獎賞積分。
- 21. 美國運通及/或置地廣場並非參與商戶之產品或服務供應商。如對產品或服務有任何查詢或爭議應直接聯絡參與商戶。美國運通及/或置地廣場對參與商戶所提供的產品及服務(包括但不限於產品質素及供應量)一概不作出任何保證及不承擔任何責任,亦不會對於使用其產品或服務時所構成的後果負責。參與商戶將全權負上所有產品及服務的法律責任。
- 22. 美國運通概不就合資格卡會員或任何其他人士因兌換或使用任何獎賞禮券,或因領取或使用任何產品/服務而導致或涉及的任何責任、損失、損害、索賠、費用或支出(包括但不限於間接或後果性損失)負責,亦不會就因個人傷害而遭受或承受的損失負責,惟法律不可排除的責任除外。
- 23. 本推廣活動的所有資料及圖片僅供參考。
- 24. 本條款及細則受香港特別行政區法律管轄並按其詮釋,雙方同意接受香港特別行政區法院的專屬司法管轄。
- 25. 除合資格卡會員、美國運通及/或置地廣場以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條款。
- 26. LANDMARK HONGKONG App可於官方應用程式商店下載。合資格卡會員使用 LANDMARK HONGKONG App,即表示同意LANDMARK HONGKONG App 當中所載並不時更新之條款及細則及私隱政策約束。美國運通對 LANDMARK HONGKONG App 的內容、條款或私隱措施概不負責,亦不承擔任何有關該等條款及政策下的責任。



- 27. 流動支付/電子支付工具(用以使用合資格卡付款)屬於第三方的手機流動應用程式,其使用條款及細則須受供應商的相關條款所約束。美國運通及置地廣場並非流動支付工具應用程式的供應商。合資格卡會員如對流動支付工具應用程式有任何查詢或投訴,請直接聯絡相關服務供應商。美國運通及置地廣場並不會對服務供應商所提供的應用程式或其服務作出任何保證,或對於使用其應用程式或服務時所構成的後果負責。
- 28. 置地廣場將收集合資格卡會員之個人資料作本推廣活動之用,而有關個人資料之使用受置地廣場之私隱政策所約束。合資格卡會員向置地廣場提供相關個人資料時,即代表完全明白所收集資料的用途並同意被收集該等資料。詳情請參閱「LANDMARK BESPOKE 雋環顧客計劃條款及細則」的第20條(個人資料保障)www.landmark.hk/en/pages/bespoke-tnc/,或直接向置地廣場查詢。為免產生疑問,美國運通不會向置地廣場披露任何合資格卡會員的個人資料。
- 29. 美國運通及/或置地廣場如發現合資格卡會員有任何違法或欺詐或違反本推廣活動規則之 行為,有權即時取消該合資格卡會員參與本推廣的資格,並保留在此等情況下採取法律行 動的權利。
- 30. 合資格卡會員所持有的美國運通合資格卡賬戶必須處於有效及良好信用狀態,方可符合本推廣活動的參與資格。如有違反信用卡用戶協議或信用卡協議、終止信用卡賬戶、賬戶逾期還款未清或信用記錄欠佳等情況,美國運通及置地廣場有權取消合資格卡會員參與本推廣活動的資格而不作預先通知。
- 31. 美國運通及/或置地廣場有權隨時修改本條款及細則、參與商戶名單、暫停或取消本推廣 活動或任何獎賞,恕不預先通知任何顧客或BESPOKE雋環會員。如有任何爭議,美國運通 及/或置地廣場之決定應為最終決定,並對各方均有約束力,且所有爭議將不予受理。
- 32. 如合資格卡會員對本推廣活動有任何查詢,請於推廣期間營業時間內親臨置地廣場中庭2樓(近告羅士打大廈禮賓服務處)的指定聖誕獎賞換領處,或致電美國運通卡背面所示之 24小時查詢熱線,或致電客戶服務熱線2277 1010。
- 33. 如本條款及細則的中英文版本之間存有任何歧義或不一致,應以英文版本為準。



### LANDMARK x American Express Christmas Promotion 2025 Terms and Conditions

- 1. The "LANDMARK x American Express Christmas Promotion 2025" ("Promotion") runs from November 20, 2025, to December 26, 2025 (both dates inclusive) ("Promotion Period"). American Express International, Inc., Hong Kong ("American Express") and Hongkong Land Bespoke Limited ("HKL") reserve the right to amend these Terms and Conditions and terminate the Promotion at any time without prior notice.
- 2. Subject to clause 4 of these Terms and Conditions, to be eligible for the Promotion, Eligible Cardmembers (as defined below) must:
  - 2.1 be a LANDMARK BESPOKE member, via the LANDMARK HONGKONG Application ("LANDMARK HONGKONG App") ("BESPOKE Membership", such members, "BESPOKE Members") (includes new BESPOKE Members that joins and is approved within the Promotion Period, and existing BESPOKE Members);
  - 2.2 make
    - (a) A single net purchase(s) between HK\$10,000 and HK\$49,999;
    - (b) A single net purchase(s) between HK\$50,000 and HK\$99,999;
    - (c) A single net purchase(s) between HK\$100,000 and HK\$199,999; or
    - (d) A single net purchase(s) of HK\$200,000 or above within the Promotion Period, fully paid by valid Basic and Supplementary Card of Centurion° Card, The Platinum Card° or American Express° Peninsula Platinum Card issued in Hong Kong by American Express , ("Eligible Card", such cardholders, "Eligible Cardmember"), or transactions made by the Eligible Cards via Apple Pay & Google Pay (if applicable), except for supplementary cardmembers of Centurion° Card which consists of the colored card faces of green and gold at the participating establishments as set out in HKL's designated website (www.landmark.hk/en/pages/accept-bespoke-dollars-participating-merchants) ("Participating Establishments")
  - 2.3 present the physical Eligible Card, or in digital wallets, along with the eligible machine-printed original receipt and the corresponding electronic payment slip, of the transactions ("Eligible Receipts") and BESPOKE Membership proof (member ID on the Landmark Hong Kong App or registered mobile number) during the operating hours of the dedicated Christmas Promotion redemption counter, located at 2/F, LANDMARK ATRIUM (next to Gloucester Tower Concierge).
- 3. Eligible Receipts must be registered pursuant to clause 2.3 above, on or before December 26, 2025, during the operating hours of the designated Christmas Promotion redemption counter, located at 2/F, LANDMARK ATRIUM (next to Gloucester Tower Concierge) within 30 calendar days of the actual net purchase for Eligible Receipts (as defined in Clause 2.3). Late redemption will not be accepted. Receipts issued out of the Promotion Period are not accepted. Only redemptions made on-site at the designated Christmas Promotion redemption counter are eligible for the rewards. The Eligible Receipts cannot be registered at BESPOKE Salon or other concierge counters.
- 4. The presented Eligible Receipts in accordance with clause 2.3 will then be considered and where applicable, be approved and accepted by HKL.
- 5. An "Eligible Receipt" must meet the following conditions:
  - 5.1 (a) present the original and eligible machine-printed receipt and corresponding electronic payment slip;



- (b) the name printed on the receipt and the corresponding electronic payment slip must fully match the name of the BESPOKE Member and Eligible Cardmember;
- (c) the amount shown on a single Eligible Receipt must have a purchase of more than HK\$10,000;
- (d) the Eligible Card number, Participating Establishment name and address, transaction date and transaction amount must be clearly shown on the Eligible Receipt; and
- (e) only final machine-printed receipt(s) and corresponding electronic payment slips issued during the Promotion Period will be considered for the purpose of clause 4 above.
- 5.2 An Eligible Receipt, including deposit (if any), has to be fully settled by using the Eligible Cards within the Promotion Period pursuant to clause 2.2.
- 5.3 HKL does not accept any photocopies of receipts, receipts with amendments, or handwritten receipts, and reserves the right not to accept any receipts that are suspected to be invalid, forged, or issued for spurious transactions, or based on other grounds, without any need for explanation.
- 5.4 Eligible Receipts marked/stamped by HKL cannot be used again for redeeming gifts/rewards for this or other promotions and for any returns at Participating Establishments. Each Eligible Receipt can only be used for redemption of the rewards **once**, as per clause 2 above.

### (A) BESPOKE Basic Reward Points

- 6. If Eligible Receipts evidencing the total amount spent in clause 2.2 above is presented, approved and accepted pursuant to clause above, then the 1X BESPOKE Basic Reward Points for each HK\$1 spent as shown on the Eligible Receipts will be credited to the Eligible Cardmembers' BESPOKE Membership account in the LANDMARK HONGKONG App.
- 7. BESPOKE Basic Reward Points will be valid until March 31, 2026.
- 8. Each Eligible Cardmember shall be entitled to the BESPOKE Basic Reward Points only **once per Eligible Receipt** during the Promotion Period.

## (B) Rewards Vouchers and Gifts

- 9. Upon presentation of the Eligible Receipt(s) pursuant to clause 2.3 above and as accepted by HKL pursuant to clause 4 above, Eligible Cardmembers who make the following purchases:
  - 9.1 A single net purchase between HK\$10,000 and HK\$49,999,
    - A Reward Voucher of HK\$900 (denominated as HK\$500 x 1 and HK\$100 x 4);
    - A Gift valued up to HK\$330
    - Two (2) pieces of Digital Stage Passes access to LANDMARK Christmas Installation
  - 9.2 A single net purchase between HK\$50,000 and HK\$99,999,
    - A Reward Voucher of HK\$2,200 (denominated as HK\$1,000 x 2 and HK\$100 x 2);
    - A Gift valued up to HK\$810



- Two (2) pieces of Digital Stage Passes access to LANDMARK Christmas Installation
- 9.3 A single net purchase between HK\$100,000 and HK\$199,999,
  - A Reward Voucher of HK\$4,200 (denominated as HK\$1,000 x 4 and HK\$100 x 2);
  - A Gift valued up to HK\$810
  - Two (2) pieces of Digital Stage Passes to LANDMARK Christmas Installation
- 9.4 A single net purchase of HK\$200,000 and above,
  - A Gift valued up to HK\$2,588
  - Two (2) pieces of Digital Stage Passes access to LANDMARK Christmas Installation

may be entitled to voucher(s) and/or gifts respectively <u>once per Eligible Receipt</u> during the Promotion Period, referred to as "**Vouchers and/or Gifts**". For details of Vouchers and/or Gifts, please refer to the LANDMARK website: https://www.landmark.hk/en/whats-on/happenings/noelia2025/.

- 10. These Vouchers will be credited to the Eligible Cardmember's BESPOKE Membership account in the LANDMARK HONGKONG App after the Eligible Receipts have been approved at the designated Christmas Promotion redemption counter.
- 11. Each Eligible Cardmember shall be entitled to the Vouchers and/or Gifts as listed at Clause 9.1 to 9.4 **once per Eligible Receipt** respectively during the Promotion Period-
- 12. These Vouchers may be used at the selected Participating Establishments and must be used by the end of business on February 28, 2026. Any unused Voucher and/or Gifts after this date will be void and of no value. The Vouchers and/or Gifts are:
  - 12.1 subject to availability and are served on a first-come, first-served basis;
  - 12.2 subject to the Participating Establishments' operating hours and terms and conditions;
  - 12.3 of no cash value and cannot be exchanged for cash or any other form of compensation; and
  - 12.4 non-transferable and cannot be transferred to another individual or exchanged for alternative items.
- 13. The Gift Rewards may be redeemed at the selected Participating Establishments by the end of business on February 28, 2026. Redemption is subject to availability, will be on a first-come, first-served basis. Participating Establishments reserve the right to replace the gift with one of similar value without prior notice.
- 14. The usage of Digital Stage Passes to LANDMARK Christmas Installation will be on a first-come, first-served basis while stocks last and may be redeemed by the close of operating hours of LANDMARK Christmas Installation on January 1, 2026. BESPOKE members can enjoy a complimentary access to the LANDMARK Christmas Installation by presenting the Digital Stage Pass. Advance registration is required and must be completed at the ticketing booth, located at G/F LANDMARK ATRIUM.

#### (C) BESPOKE Bonus Reward Points

15. BESPOKE members may also be entitled to BESPOKE Bonus Reward Points based on the following conditions:



- 15.1 If Eligible Receipts evidencing the total amount spent in clause 2.2 above is presented, approved and accepted pursuant to clause above ,for a single net purchase of HK\$200,000 or above, an additional 1X BESPOKE Rewards Points under "LANDMARK Bonus Rewards", and an additional 3X BESPOKE Rewards Points under AMEX Exclusive Bonus Rewards shall be granted to the BESPOKE member, together with 1X BESPOKE Basic Reward Points, a total of 5X BESPOKE Bonus Rewards Points shall be entitled. BESPOKE Bonus Reward Points will be capped at HK\$500,000 per Eligible Receipt. For details of LANDMARK Bonus Rewards, please refer to the LANDMARK website: https://www.landmark.hk/en/whats-on/happenings/noelia2025/.
- 15.2 BESPOKE Bonus Reward Points will be valid until March 31, 2026.
- 15.3 Each Eligible Cardmember shall be entitled to the BESPOKE Bonus Reward Points only **once per Eligible Receipt** during the Promotion Period.

#### **General Terms and Conditions**

- 16. HKL reserves the right to scan or copy any Eligible Receipts and to record the Eligible Cardmember's name and BESPOKE Member ID for internal reference only and the information will be destroyed after the purpose.
- 17. All Eligible Cardmembers may be required to provide their names, contact phone numbers or e-mail addresses matching with their BESPOKE Membership during redemption pursuant to clause 2 above, for the purposes of verification.
- 18. The Promotion cannot be used in conjunction with any other promotional offers, privileges or discounts, save for the "Centurion 25th Anniversary Spending Rewards at LANDMARK Promotion" and "Platinum Luxe Living at LANDMARK BESPOKE Membership Accelerator Benefit", being the collaboration between American Express and HKL whereby Eligible Cardmembers may enjoy the corresponding rewards.
- 19. Any fraudulent, unauthorised, unposted, cancelled, or refunded transactions will not be deemed as eligible transactions and will not qualify for the Promotion.
- 20. Eligible Cardmembers shall promptly inform American Express and HKL of any transaction where BESPOKE Basic Reward Points have been earned/redeemed but such transaction is subsequently cancelled, refunded, or reversed for whatever reason. In such circumstances, or if the Eligible Cardmembers fail to inform American Express and HKL about those cancellations, refunds or reversed transaction(s), and it comes to the knowledge of American Express and/or HKL, then either of the following will apply: (a) the Eligible Cardmember shall pay to American Express and/or HKL, where applicable, promptly upon notice from American Express and/or HKL, the value of the Rewards Vouchers, which shall be determined by American Express and Hongkong Land Bespoke Limited at their sole and absolute discretion; or (b) HKL shall be entitled to deduct the BESPOKE Basic Reward Points earned from the transaction(s), from the Eligible Cardmember's BESPOKE Membership account.
- 21. American Express and/or HKL are not the providers of the goods and services of the Participating Establishments. Any enquiries or disputes relating to the goods and the services should be directed to the Participating Establishments. American Express and/or HKL give no representation or guarantee as to the goods and services provided by the Participating Establishment (including but not limited to the quality and quantity of goods), and do not accept any liability arising in conjunction with the goods and services provided by



- the Participating Establishment. The Participating Establishment is solely responsible for all obligations and liabilities relating to the goods and services.
- 22. American Express shall not be responsible to Eligible Cardmembers or any other party for any liability, loss, damage, claim, cost, or expense arising including but not limited to indirect or consequential loss), in respect of, relating to or in connection with the redemption or use of any Rewards Vouchers, or for any personal injury sustained as a result of using any of the products or services, except for any liability that cannot be excluded by law.
- 23. All information and images are for reference only.
- 24. These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties submit to the exclusive jurisdiction of the courts of Hong Kong.
- 25. No person other than the Eligible Cardmembers, American Express and/or HKL will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the Promotion or any of these Terms and Conditions.
- 26. LANDMARK HONGKONG App can be downloaded from official application stores. By using the LANDMARK HONGKONG App, the Eligible Cardmembers agree to be bound by the terms and conditions and privacy policy posted on the LANDMARK HONGKONG App which may be updated from time to time. American Express is not responsible for the content, terms, or privacy practices of the LANDMARK HONGKONG App and does not assume any obligations under such terms and policies.
- 27. Mobile payment applications (used to make payments with the Eligible Card) are the third parties' mobile applications. Mobile payment applications are subject to such service providers' Terms and Conditions. American Express and HKL are not the service providers of the mobile payment applications. If Eligible Cardmembers have any enquiry or complaint about the mobile payment applications, please directly contact the service providers. American Express and HKL give no guarantee to the mobile payment applications of the service providers, and do not accept any liability arising in conjunction with the use of the mobile payment applications or the services provided by the service providers.
- 28. Eligible Cardmembers' personal data may be collected by Hongkong Land Bespoke Limited for the purposes of the Promotion. The use of such personal data is subject to the privacy policy of Hongkong Land Bespoke Limited. By providing the relevant personal data to Hongkong Land Bespoke Limited, the Eligible Cardmember is deemed to have understood the purpose of such collection of personal data and has agreed to such collection. For details, please refer to clause 20 (Personal Data Protection) of LANDMARK BESPOKE Customer Programme Terms and Conditions <a href="https://www.landmark.hk/en/pages/bespoke-tnc/">www.landmark.hk/en/pages/bespoke-tnc/</a> or check with Hongkong Land Bespoke Limited directly. For avoidance of doubt, American Express will not be sharing any personal data of the Eligible Cardmembers to HKL.
- 29. Should there be any illegal or fraudulent act in violation of the Terms and Conditions of the Promotion committed by an Eligible Cardmember, American Express and HKL have the right of forfeiture of an Eligible Cardmember's eligibility to participate in this Promotion and reserve the right to take legal action in such instances.
- 30. The status of the Eligible Cardmembers' Credit Card account with American Express must be valid and in good standing in order to be eligible for the Promotion. In the event of violation of the Credit Card User Agreement or Credit Card Agreement, termination of the credit card account, overdue payment or bad credit record, American Express and HKL have the right of forfeiture of an Eligible Cardmember's eligibility of to participate in the Promotion without prior notice.



- 31. American Express and/or HKL reserve the right to amend these Terms and Conditions or the list of Participating Establishments or suspend /cancel the Promotion or any one of the Rewards Vouchers at any time without prior notice to any Eligible Cardmember. In the event of disputes, the decision of American Express and HKL shall be final, conclusive and binding and no correspondence shall be entertained.
- 32. In case of any enquiry related to the Promotion, Eligible Cardmembers can visit the designated Christmas Promotion redemption counter, located at 2/F, LANDMARK ATRIUM (next to Gloucester Tower Concierge), during the operating hours within the Promotion Period or call the 24-hour enquiry hotline of American Express shown at the back of the Eligible Cards, or customer service hotline at 2277 1010.
- 33. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.