

Prime Gems Loyalty Club is held and operated by PrimeCredit Limited.

1 Definitions

1.1 In these terms and conditions:

"Club" means the Prime Gems Loyalty Club;

"Company" means PrimeCredit Limited;

"Member" means a member in the Club;

"Member's Account" means the account set up for a Member to record information required for the purpose of conducting the Club, including but not limited to, the Rewards earned;

"Rewards" means the benefits a Member can receive by joining the Club, including but not limited to cash rebate on the Member's personal loan account, points, and access to exclusive events; and

"Loyalty Level" means a Member's measure of relationship with the Company, subject to requirements as set forth by the Company.

1.2 By joining the Club and as a condition of participation, the Member accepts these terms and conditions and any rules, policies or procedures that may be adopted by the Company from time to time and any changes to these terms and conditions. These terms and conditions will be effective from 1st July 2017 but subject to changes. The Company may alter these terms and conditions at any time without prior notice.

1.3 Information related to the Club (e.g. how to enter the Club or how to gain Rewards), shall be subjected to these terms and conditions. To the extent of any inconsistency with the Company's other policies, these terms and conditions shall prevail.

1.4 The Company has its final and binding decision on all matters related to the Club, including but not limited to any dispute as to Rewards, the identity of a Member, or eligibility to become a Member.

1.5 Subject to Clause 1.4, any person who is a customer of the Company may become a Member. The Company, in its absolute discretion, reserves the right to refuse any person with the right to participate in this Club.

2 Loyalty Levels and Use of Rewards

2.1 All Active Members' Loyalty Level as of July 1, 2017 will remain unchanged.

2.2 The Company will determine a new Member's Loyalty Level based on every successful loan draw down or credit card approval starting from 1st July 2017. If the Member has made a successful loan draw down or a credit card has been approved for the Member, the approval will be counted immediately towards determining a Member's Loyalty Level.

2.3 Under the Club, Members may earn Club points from different activities with the Company, including but not limited to customer referral, instant gift offer upon loan draw down or card approval, or from ad hoc promotions. All accumulated points will be expired in 12 months from the last earning date. After the expiry date, a Member's account will be kept active but no point redemption/usage transactions can be made.

2.4 The Company reserves the right to offer bonus Club points at any stage without prior notice.

2.5 All Rewards, including any unused portion, are non-transferable, non-exchangeable, non-refundable and cannot be exchanged for cash.

- 2.6 A Member must notify the Company in writing if the Member wishes to cancel his/her membership with the Club, all the unused Club points and any rights to any Reward will be forfeited upon such cancellation.

3 Company's rights and exclusion of liability

- 3.1 The Company may, in its absolute discretion, at any time: (a) change, amend or vary these terms and conditions; (b) change, amend, vary, withdraw or cancel any Reward or the value of any Reward; (c) withdraw, cancel, or vary the Membership Level of the Club; or (d) exclude a Member from or cancel his/her membership in the Club without prior notice.
- 3.2 The Company may, in its absolute discretion, at any time cancel the Club in whole (or in part) upon reasonable notice ("reasonable notice" being no less than 4 weeks) to Members.
- 3.3 Without in any way limiting the rights of the Company as set out in clause 3.1 and 3.2, if a Member is, at any time, in breach of the Member's terms and conditions with the Company, the Company may cancel his/her membership with the Club and any Member whose membership is cancelled may no longer access to the Rewards and all of their Rewards will be cancelled.
- 3.4 Except for any liability that cannot be excluded by law, the Company (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Club, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Company's control); (b) any theft, unauthorized access or third party interference; (c) correspondence that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Company) due to any reason beyond the reasonable control of the Company; (d) any tax liability incurred by a Member; (e) any Reward; or (f) withdrawals, cancellations, variations or changes as set out in clause 3.1 or 3.2.

4 Privacy

- 4.1 The Company collects Members' personal data upon loan or credit card application and the Company may request Member to supply additional personal data from time to time in order to manage and execute promotions and/or activities of the Club. Failure by Member to provide or keep up to date required data might result in the Club being unable to offer Club membership and associated Rewards to that member. In such case, membership may be suspended.
- 4.2 In addition to clause 4.1, consent or dissent on agreeing the Company may use the Member's personal data according to applicable legislations, these terms and conditions and the Company's "**Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")**" for direct marketing purposes is requested at the time of enrolment and may be given by the Member subsequently. The Member understands that he/she can submit a written request to the Company to update his/her personal data. Such request should be faxed to 2281 8543 and marked "Request for correction of personal data".

PrimeCredit is the trade name of PrimeCredit Limited.

Money Lender's Licence No.: 383/2019

Warning: You have to repay your loans. Don't pay any intermediaries.

Complaint Hotline: 2281 7470