Gaia Premier Membership T&C

條款及細則

Gaia Premier會員計劃是由Gaia Group所運作，並受以下條款及細則所約束。此計劃只適用於香港特別行政區內的Gaia Group旗下分店。透過申請成為Gaia Premier會員計劃之會員、使用Gaia Premier App的任何部分，即表示閣下已閱讀本條款及細則，並接受及同意受其約束。閣下亦同意向**Gaia Group**提供閣下的個人資料(「個人資料」根據香港法例第486章《個人資料(私隱)條例》的釋義)及同意**Gaia Group**可根據其個人資料(私隱)政策聲明收集及使用閣下的個人資料。

1. 定義

i. 「會員卡」指在成功申請Gaia Premier 會員計劃後在Gaia Premier App發出的會員卡，用以獲享相關獎賞優惠。
ii. 「積分」指根據閣下於Gaia Group旗下分店淨值消費單據所獲得之積分
iii. 「有效期」指會籍的生效日期或升級或續會起計12個月
iv. 「專屬優惠」指專屬Gaia Premier會員可兌換的優惠
v. 「網站」指只供會員進入的Gaia Premier網站網頁
vi. 「Gaia推廣」指由Gaia Group於香港發出的優惠
vii. 「餐廳」指Gaia Group在香港經營的實體零售商舖

2. 會籍申請

i. 於Gaia Premier App內完成登記即免費申請成為Gaia Premier會員(下稱「會員」)。
ii. 會員在Gaia Premier App成功申請後可上載收據以登記積分、查看積分記錄及會員獎賞等。
iii. 為方便獲悉優惠及推廣活動資訊，在登記時會員可能會被要求向我們補充或提供完整及準確的個人資料，包括但不限於姓名、手機號碼、電郵地址、生日資料及聯絡地址等。
iv. 在法律許可的範圍內，因顧客或會員的遺漏、疏忽及或未能向我們提供其最新的資料，或因該等資料的準確性及完整性所引致的任何索償、要求、責任或訴訟，本公司將不會承擔任何責任。

3. 會籍級別及有效期

i. Gaia Premier Member 會籍的有效期為永久。
ii. Gaia Premier Gold 會籍的有效期為一年。凡於會籍有效期間累積10,000積分或以上，其Gold會籍將會被自動保留並更新至下一年度。相反，如會員的積分累積不到10,000積分，其Gold會籍將會被降級為Member。有效期是指會籍的生效日期或升級日期或續會日期起計的12個月(如由Member升級至Gold生效日期為9月1日，則有效期至翌年8月31日止)。
iii. Gaia Premier Black會籍的有效期為一年。凡於會籍有效期間累積30,000積分或以上，其Black 會籍將會被自動保留並更新至下一年度。相反，如會員的累積不到30,000積分，其Black 會籍將會被降級為Gold。有效期是指會籍的生效日期或升級日期或續會日期起計的12個月(如由Gold升級至Black生效日期為9月1日，則有效期至翌年8月31日止)。

iv. Gaia Premier Diamond會籍的有效期為一年。凡於會籍有效期間累積40,000積分或以上，其Diamond會籍將會被自動保留並更新至下一年度。相反，如會員的累積不到40,000積分，其Diamond會籍將會被降級為Black。有效期是指會籍的生效日期或升級日期或續會日期起計的12個月（如由Black升級至Diamond生效日期為9月1日，則有效期至翌年8月31日止）。

v. 會籍升級/降級基於累積積分並由系統自動更新。符合升級成為Gold, Black或Diamond資格或未能延續會籍的會員均由系統自動處理而不可自行選擇是否升級/降級。

vi. 當會籍有效期屆滿並進行結算時，不論該會籍屬成功續會（保持現有等級）或未能延續（降級），會員帳戶內於該有效期內所累積之所有剩餘積分結餘，均會自動即時清零。會員須於會籍期滿前自行將積分兌換為獎賞，任何因續會或降級而清零之積分，一律不予補發或補償。

4. 會籍使用及會員折扣

i. 行使會員權利及有關會員之交易，包括以上載收據、會員折扣、累積獎賞積分、購買Gaia推廣等，均須出示App會員卡以作系統記錄。

ii. 每位會員所獲發的指定App會員卡只可在一部手機上登入。會員卡是不可轉讓他人使用，如發現有濫用或不正當使用的情況，Gaia Group保留終止或暫停會籍的權利。

iii. 如會員發現使用會員卡進行交易時發生任何錯誤，請即致電顧客服務熱線(852-21253300) (星期一至五上午9時至晚上6時)。

5. 積分

積分

i. 凡於**Gaia Group**旗下分店消費時保留單據，3日內把單據上傳到App裡登記積分，每消費HK$1可賺取1分。因應個別推廣活動，所獲得的獎賞積分會有所不同。

ii. 積分有效期為下年度的3月31日。（由2022年1月1日至12月31日賺取的積分會在2023年3月31日到期）

iii. 上載收據後，積分一般於消費後5-7個工作天內發出並更新，但指定推廣計劃除外。

iv. 所有積分以Gaia Premier之系統記錄為準。

v. 積分不能轉讓及分拆，不同會員卡內的積分亦不可合併使用。

vi. Gaia Premier App均可查詢積分。

vii. 所有已取消的交易或購物退款，因應該次消費而獲得的獎賞積分將會自動扣除，包括因指定推廣計劃而額外獲得之獎賞積分。

6. 一般條款

i. Gaia Group會透過電郵或手機短訊向會員發送會員優惠及推廣的通知。會員須提供正確的電郵地址及手機號碼，以免錯失重要通知。

ii. Gaia Group對未能成功傳送的電郵或手機短訊概不負責。

iii. 因任何電腦技術或系統問題而造成的積分損失，Gaia Group恕不負責。

iv. Gaia Group有絕對的酌情權以任何理由拒絕及/或撤銷任何申請者的會籍申請，及終止及/或取消其會籍。若會籍因任何原因被我們終止，所有相關積分亦會被立即註銷。

v. 如法院裁定本條款及細則內任何條款無效或不可強制執行，其餘條款將不受上述無效或不可強制執行影響，並將繼續具十足效力及作用。

vi. 本條款及細則受香港特別行政區的法律管限，而會員均同意受香港法院的專有審判權所限。

vii. Gaia Group保留隨時在不另行通知的情況下修改本條款及細則的權利。
viii. 如有任何爭議，Gaia Group保留最終決定權。
ix. 如中文版本與英文版本有任何差異，應以英文版本為準。

Terms and Conditions

Gaia Premier membership program is operated by Gaia Group and is governed by the following Terms and Conditions. The Program shall only be valid within the Hong Kong SAR at physical branches under Gaia Group within Hong Kong SAR. By applying for Gaia Premier membership, using any part of the member site, you agree that you have read these Terms and Conditions and that you accept and agree to be bound by them; you further agree to provide with us your personal data ("Personal Data", as defined in the Personal Data (Privacy) Ordinance (Cap.486) of Hong Kong), and agree that we may collect and use your Personal Data in accordance with our Privacy Policy Statement.

1.

Definitions

i. "Membership Card" means the card issued to you in Gaia to enjoy benefits upon successful registration of the Gaia Premier membership program. Unless otherwise specified, it refers to the electronic card in Gaia Premier App.
ii. "Points" means the points awarded to you based on the net purchase at physical branches under Gaia Group
iii. "Effective Period" means the 12 months following the membership effective date or upgrade date or renewal date
iv. "Rewards" means the special offer that Gaia Premier members can exchange for use
v. "Member Site" means pages of the Gaia Premier website which are accessible only to members
vi. "Gaia Promotions" means the vouchers that Gaia Premier members can purchase
vii. "Stores" means physical branches operated by Gaia Group in Hong Kong

2. Application for Membership

i. Application for Gaia Premier membership ("member", including all membership tiers) is free.
ii. If an application is successful, the applicant, who must be aged 18 years or above, will be given one electronic membership **Gaia Premier App.**
iii. Members can log into the Gaia Premier App upon successful registration online. Once logged in, members can check their purchase, upload invoice and check points record, as well as member rewards.
iv. To ensure Gaia Premier member receiving the promotional offers and discounts, members may be requested to supplement or provide us with their complete and accurate personal data, including but not limited to their membership card ID, name, phone number, email address, birthday information and address.

v. Unique user name (i.e. email address) may be used by a member to log into the Member Zone, where you can also reset your password in the “Forgot Password” section.

vi. After a membership is activated, should a member execute a refund on the receipts of the products or services used for membership application and thereby result in a final transaction amount less than the amount required for membership application, his or her membership will be terminated and cancelled.

vii. To the extent permitted by law, we shall not be liable for any claim, demand, liability or action resulting from customer/member's omission, neglect and/or failure to supply us with your updated information, or from the accuracy and completeness of those data.

3. Membership & Validity

i. Gaia Premier Member membership is valid for lifetime.

ii. Gaia Premier Gold membership is valid for one year. Once a member accumulates 20,000 points within the membership effective period, his / her Gold membership will be automatically retained and renewed for next year; vice versa, if a member's accumulative points is less than 20,000, his / her Gold membership will be downgraded to Member accordingly. Effective period refers to the 12 months following the membership effective date or upgrade date or renewal date (i.e. if the effective date of Member upgraded to Gold is 1 September, the expiry date will be 31 August the following year).

iii. Gaia Premier Black membership is valid for one year. Once a member accumulates 30,000 points within the membership effective period, his / her Black membership will be automatically retained and renewed for next year; vice versa, if a member's accumulative points is less than 30,000, his / her Black membership will be downgraded to Gold accordingly. Effective period refers to the 12 months following the membership effective date or upgrade date or renewal date (i.e. if the effective date of Gold upgraded to Black is 1 September, the expiry date will be 31 August the following year).

iv. Gaia Premier Diamond membership is valid for one year. Once a member accumulates 40,000 points within the membership effective period, his / her Black membership will be automatically retained and renewed for next year; vice versa, if a member's accumulative points is less than 40,000, his / her Diamond membership will be downgraded to Black accordingly. Effective period refers to the 12 months following the membership effective date or upgrade date or renewal date (i.e. if the effective date of Black upgraded to Diamond is 1 September, the expiry date will be 31 August the following year).

v. Membership upgrade and downgrade are automatically handled by the system and based on the accumulated spending. Members cannot choose to be upgraded or not to be downgraded.

vi. Upon the expiry and settlement of the membership validity period, regardless of whether the membership is successfully renewed (maintaining the current tier) or failed to renew (downgraded), all remaining point balances accumulated within the said validity period shall automatically expire and be forfeited immediately, and shall not be carried forward to the new membership cycle. Members must

redeem their points for rewards prior to the expiry of the membership. Any points forfeited or cleared due to renewal or downgrade shall not be reissued or compensated under any circumstances.

4. Membership Usage & Member Discounts

i. Any exercise of membership rights and any members-related transactions including payment with invoice upload, member discount, loyalty point accumulation, product exchange and refund and so on must be made with a membership card for the record purpose.

ii. A member can only use their designated electronic membership card to log into a mobile phone. The membership card is non-transferrable. If abuse or misuse is found, Gaia Group reserves the right to terminate or suspend the membership.

iii. A member should notify us immediately by calling the Customer Service Hotline (852-21253300) (Monday to Friday, 9am-6pm) if any error occurs when conducting transaction with their card.

5. Loyalty points

Loyalty points

i. By uploading the transaction receipts within 3 days stated on the machine-printed receipts, every 1 dollar you spend at any branch under Gaia Group will be converted to 1 point. Loyalty points granted may vary in promotions.

ii. Points expire on next year 31st March. (All earning points from 1st January 2022 to 31st December 2022 will be expired on 31st March 2023.

iii. Points will be normally issued and updated within 5-7 working days upon purchase, except for specified promotions.

iv. The point records of Gaia Premier shall prevail. Gaia Group will not accept any claim of missing loyalty points after transaction.

vi. Points are non-transferable, non-divisible and points stored in different membership card cannot be used in combination.

vii. Points can be checked on Gaia Premier App.

viii. All cancelled transactions or shopping refunds will result in the automatic deduction of loyalty points obtained from it, including the extra loyalty points earned from specific promotions.

6. General

i. Reminders of member benefits and promotions will be sent to members via email or SMS. Members should provide valid email address and mobile phone number to avoid missing out on important notices.

ii. Gaia Group is not responsible for any case of undelivered email messages or notifications.

iii. Gaia Group is not responsible for any loss of loyalty points due to technological or system problems.

iv. Gaia Group has the absolute discretion to refuse and/or revoke the registration of any applicant and to terminate and/or cancel the registration of such applicant for any reason whatsoever. In the event a membership is terminated by us for any reason(s), related points will also be forfeited immediately.

v. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity and unenforceability shall not affect the remainder of the Terms and Conditions, which shall continue in full force and effect.

vi. All terms and conditions shall be governed by the laws of the Hong Kong SAR and members agree to submit to the exclusive jurisdiction of the courts of the territory.

vii. Gaia Group reserves the right to change the Terms and Conditions without prior notice.

viii. Should there be any dispute, Gaia Group reserves the right of final decision.

ix. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.