

Effective from January 1, 2017

TERMS AND CONDITIONS FOR HENDERSON CLUB MEMBERSHIP

(applicable to all Henderson Club members including BOC Henderson Club Visa Card cardholders)

PLEASE NOTE

The Henderson Club (the "Club") is offered and operated by Henderson Club Limited ("HCL"). These Terms and Conditions are binding on all members of the Club ("Members") including holders of credit cards issued by BOC Credit Card (International) Limited ("BOCCC") under a co-branded card arrangement ("BOC Henderson Club Co-branded Card Program") between HCL and BOCCC. These Terms and Conditions constitute a contract between HCL and each Member that governs matters relating to the Club membership ("Membership"). You should read these Terms and Conditions carefully before applying for Membership or (where applicable) a credit card under the BOC Henderson Club Co-branded Card Program ("BOC Henderson Club Visa Card"). Your application for Membership or BOC Henderson Club Visa Card represents your acceptance of these Terms and Conditions and you will be bound by them upon approval of your application. If you are a BOC Henderson Club Visa Card cardholder, BOCCC will transfer your personal data collected by BOCCC during the BOC Henderson Club Visa Card application process to HCL for the sole purpose of Membership maintenance.

OFFERING AND OPERATION OF THE CLUB AND MEMBERSHIP

1. HCL has discretion in offering and operating the Club and Membership in such manner as it considers appropriate from time to time. HCL has the right to specify and vary the features of the Club and Membership and other matters relating to them with or without giving notice or reason. These features and matters include the following:
 - (a) designate one or more tiers of Membership, and the admission criteria and terms and conditions applicable to each tier;
 - (b) how an application for Membership should be made (including the channels and means for making application);
 - (c) offer to Members facilities, services, products, benefits and privileges (including any reward program) of any type and nature and in any manner (including through electronic means) as it considers appropriate ("Membership Benefits") and prescribe the terms and conditions governing the supply and use of the respective Membership

Benefits;

- (d) enter into any co-branding or cooperative arrangement with any person (each, an "HCL Partner") for the purposes of the Club or Membership. HCL Partners may include BOCCC, retail merchants, service providers, real estate developers, financial institutions, credit card issuers, charitable bodies and non-profit making organisations which provide Membership Benefits or participate in any co-branded card program, promotional campaign or other events or activities relating to the Club. An HCL Partner may or may not be a subsidiary or associated company of Henderson Land Development Company Limited (Henderson Land Development Company Limited and all of its subsidiary and associated companies collectively, "Henderson Land Group");
 - (e) designate the eligibility criteria for Membership and Membership Benefits (including offering any tier of Membership or any Membership Benefits by invitation only);
 - (f) prescribe expiration date for any Membership;
 - (g) offer any Membership with or without any co-branding arrangement;
 - (h) vary, suspend or terminate any tier of Membership or any Membership Benefits; and
 - (i) vary, suspend or terminate the Club and all Memberships.
2. The minimum age requirement for a Member is 18 years of age.
 3. HCL is entitled to approve or refuse an application for Membership without giving any reason. HCL also has the right to offer any tier of Membership by invitation only.
 4. Membership does not give a Member any voting or other right relating to (i) the constitution, operation or management of HCL and/or the Club or (ii) any assets or properties of HCL and/or the Club.

MEMBERSHIP CARD

5. A membership card will be issued to each Member ("Membership Card"). The Membership Card may be issued in physical, virtual, electronic, digital and/or any other form. The Membership Card may be issued to you by HCL. A BOC Henderson Club Visa Card issued by BOCCC may also function as a Membership Card. The Membership Card is the property of

HCL. The BOC Henderson Club Visa Card is the property of BOCCC. You should return the Membership Card or the BOC Henderson Club Visa Card to its issuer if requested.

6. Membership and Membership Card are for your personal use only and are not transferable. HCL has the right to require you to present your Membership Card as proof of Membership to enable you to enjoy Membership Benefits.
7. If your Membership Card or BOC Henderson Club Visa Card is lost, damaged or stolen, you should notify its issuer as soon as reasonably practicable. The issuer may issue a replacement card as it considers appropriate and reserves the right to charge the cost and a reasonable handling fee for the replacement card.

MEMBERSHIP BENEFITS

8. You may enjoy Membership Benefits subject to the terms and conditions applicable to the relevant Membership Benefits. As regards any Membership Benefits, if there is any inconsistency between the terms and conditions applicable to such Membership Benefits and these Terms and Conditions, the former shall prevail.
9. HCL has the right to offer any Membership Benefits by invitation only. HCL also has the right to revise, withdraw or terminate any Membership Benefits without giving notice or reason.
10. HCL is not responsible for the refusal of any persons including any HCL Partners to accept the Membership Card or provide Membership Benefits. HCL is also not responsible for any facilities, services, products, benefits or privileges provided by any such persons to you.
11. You should use or enjoy your Membership and Membership Benefits in good faith and in a responsible manner. You should not use your Membership, any Membership Benefits or any information or documents provided or procured by HCL for any commercial purpose or in any contentious, immoral, illegal or other inappropriate manner.

YOUR DUTY TO TAKE SECURITY MEASURES

12. You are responsible for taking reasonable steps to safeguard your Membership Card, BOC Henderson Club Visa Card and any security information (including personal identification number, password, passcode or other identification credentials) designated to control access or use of Membership Benefits.

EXCLUSION OF LIABILITY

13. HCL is not responsible to you or any other person for any loss, damage, injury, costs, charges or expenses of any kind which may be suffered or incurred as a result of or in connection with the use of your Membership or any Membership Benefits unless caused directly and solely by any negligence or wilful default of HCL or any of its officers or employees.
14. In no circumstances will HCL be responsible to you or any other person for any indirect, incidental, special or consequential loss (including any loss of benefits or property damage) arising from or in connection with its providing, or failure or delay in providing, the Membership or any Membership Benefits.

FEES AND EXPENSES

15. HCL has discretion to charge or waive fees and expenses payable by you in relation to your Membership, including where HCL provides or delivers information or documents at your request.

AMENDMENT OF TERMS AND CONDITIONS

16. HCL has the right to amend these Terms and Conditions from time to time by giving notice to you in any manner it considers appropriate. If HCL does not receive your request to terminate your Membership with effect before the effective date of the amendments, you shall be bound by such amendments.

TERMINATION OF MEMBERSHIP OR THE CLUB

17. Termination of Membership by you
 - (a) Subject to Clause 17(b) below, you may terminate your Membership at any time by giving HCL at least 21 days advance notice in writing and returning to HCL your Membership Card.
 - (b) Where you hold a BOC Henderson Club Visa Card, you may have to terminate your BOC Henderson Club Visa Card in order to terminate your Membership. In that case, you have to follow the terms and procedures prescribed by BOCCC for terminating your BOC Henderson Club Visa Card.

- (c) Whether you terminate your Membership in the manner set out in Clause 17(a) or 17(b) above, HCL will notify you of the effective date of termination of your Membership as soon as reasonably practicable.

18. Termination or suspension of Membership by HCL

- (a) HCL has the right, if it considers reasonable or appropriate, to terminate or suspend your Membership at any time. These cases may include your failure to perform your obligations under these Terms and Conditions or otherwise in relation to your Membership, or your conduct, behaviour or inaction having actual or potential adverse effect on HCL and/or the Club or being or is likely to be prejudicial to the interests of HCL and/or the Club. Any decision of HCL to terminate or suspend your Membership is final, conclusive and binding on you. Upon the termination or suspension of your Membership by HCL, HCL is entitled not to accept your BOC Henderson Club Visa Card as Membership Card.
- (b) Without reducing or limiting HCL's right in Clause 18(a) above, HCL may terminate your Membership by giving you reasonable advance notice in writing without giving any reason.

19. Termination or suspension of the Club or any tier of Membership by HCL

HCL has the right to terminate or suspend the Club or any tier of Membership at any time if it considers reasonable or appropriate without giving reason. HCL may where practicable (but is not under any obligation to) give reasonable advance notice to the affected Members.

20. Consequences of termination or suspension

- (a) Neither HCL nor any of its shareholders, directors or other officers is liable for any claim or compensation of any nature to you or any other person in connection with termination or suspension of your Membership, any tier of Membership or the Club.
- (b) Upon termination or suspension of your Membership, any tier of Membership or the Club, your Membership Benefits and the Membership Benefits of the affected Members will be terminated subject to any alternative arrangement as HCL may specify in its discretion.
- (c) Even after your Membership is terminated (whether by you or by HCL) or suspended for

any reason, you remain responsible for performing your obligations relating to your Membership which have accrued before termination or suspension. You continue to be bound by these Terms and Conditions to the extent that they relate to such obligations.

PERSONAL DATA

21. You understand and agree that your personal data may be collected, compiled, used and disclosed by HCL for such purposes and to such persons in accordance with HCL's personal data policies as set out in notices, statements or terms and conditions which may be provided by HCL from time to time.

SEVERABILITY OF TERMS AND CONDITIONS

22. The provisions of these Terms and Conditions are severable from one another. If at any time one or more of the provisions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

THIRD PARTY RIGHTS

23. No person other than you and HCL (including any successor or assign of HCL) has any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

APPLICABLE LAW AND JURISDICTION

24. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. You and HCL submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

GOVERNING VERSION

25. The English version of these Terms and Conditions prevails if there is any inconsistency between the English and Chinese versions.