<u>Terms and Conditions for BOC Private Card Privileges at The Oriental Spa, The Landmark Mandarin Oriental, Hong Kong:</u>

- 1. The promotion period runs from 31 January until 30 April 2024 (both dates inclusive) (the "Promotion Period").
- 2. Unless otherwise specified, the offer is only applicable to main cardholders (the "Clients") of BOC Private Card (the "Eligible Credit Card") that issued by BOC Credit Card (International) Limited (the "Company") in Hong Kong and have registered for Ten Lifestyle Group personal concierge service.
- 3. During the Promotion Period, Eligible Credit Card Clients can enjoy below privileges ("Offers") at The Oriental Spa, The Landmark Mandarin Oriental, Hong Kong ("The Oriental Spa"):
 - Daily access to The Oriental Spa with complimentary use of facilities including Heat and Water Facilities, Fitness Center, Swimming Pool, Relaxation Area and Changing Rooms
 - Complimentary yoga and fitness classes
 - 15% off spa treatments, purchases and Spa Café menu
- 4. Each Client is allowed to bring 1 accompanying guest per visit by purchasing a day pass for the accompanying guest at a discounted price of HK\$750 per guest (Original Price: HK\$1,500).
- 5. Client is required to make reservations by calling the hotline of Ten Lifestyle Group at least 3 working days prior to the visit. The visit date should be within 30 days. The Oriental Spa will refuse any Clients without prior reservation made through Ten Lifestyle Group.
- 6. Once bookings are confirmed, cancellation or change of date will not be allowed. For cancellation within 24 hours of the reservation date or no-show, HK\$750 per guest will be charged which cannot be refunded nor reserved for other use.
- 7. Each Eligible Credit Card Client is eligible for maximum 5 bookings per month.
- 8. Bookings are subject to a daily quota and will be secured on a first-come-first-served basis.
- 9. Eligible Card must be presented each time at the Spa reception desk to enter The Oriental Spa. Eligible Card must be presented at the time of payment and used to settle the payment if any to obtain applicable discount.
- 10. Discounts apply for transactions made with the Eligible Credit Card on the day of visit only.
- 11. Client has unlimited on-day access. If Client has to leave The Oriental Spa and return on the same day, Client is required to inform the Spa reception before leaving.
- 12. Hours of Operation (subject to change by The Oriental Spa):
 - Spa Treatments: 9:30am 8:30pm on Mondays to Sundays
 - Heat & Water Experience: 8:00am 10:00pm on Mondays to Sundays
 - Fitness Centre & Swimming Pool: 6:00am 10:00pm on Mondays to Sundays
- 13. The minimum age for any Clients at The Oriental Spa is 18 years of age. The Spa Management has complete discretion to refuse any Services for a person under the age of 18 or require a parent or guardian of such Client to be present during the Client's usage of such services.
- 14. Offers are not eligible on specific black-out dates. Please contact Ten Lifestyle Group or The Oriental Spa for details.
- 15. Client and the accompanying guest using the Offers must observe and comply with The Oriental Spa Wellness Membership Code of Contact.
- 16. Proper sports attire must be worn during exercise in all the fitness & wellness facilities.
- 17. No person shall remove any property of The Oriental Spa from the premises. Client is solely responsible

- for their own personal loss or harm within The Oriental Spa facilities.
- 18. Use of any digital devices (including mobile phones, cameras and other digital equipment) are not allowed in any area of The Oriental Spa except 5/F reception and Spa Café areas in order to respect the privacy of all guests.
- 19. Clients shall advise at the time of reservation or registration for any health conditions, allergies, or injuries which could influence respective treatment and wellness activities. Please consult a doctor before using the facilities or exercise equipment if Client is under medical supervision or taking any medication. The Oriental Spa shall not be liable for any accident or injury suffered by any Client or the accompanying guest.
- 20. External food, beverages or glassware are not permitted in all spa, fitness & wellness facilities other than those provided by The Oriental Spa.
- 21. Offer cannot be used in conjunction with any other promotional offers.
- 22. Offers are not transferable, and cannot be redeemed or exchanged for cash, other products or discounts.
- 23. Those product information / pictures / descriptions / prices / services / offers / food / beverage / menu / descriptions featured in the promotion materials are provided by The Oriental Spa and are for reference only. For details, please contact The Oriental Spa. Bank of China (Hong Kong) Limited ("BOCHK") and / or the Company shall have no liability in this respect.
- 24. Any fraud and/or abuse of the Offer by any person (as determined by BOCHK and the Company at their sole discretion) will result in forfeiture of the person's eligibility to the Offer. BOCHK and/or the Company reserve the right to deduct the value of any Offer redeemed inappropriately by a customer directly from any of the customer's Eligible relevant Credit Card/Smart Account/Payment account without prior notice and/or take legal action in such instances to recover any outstanding amounts.
- 25. BOCHK and / or the Company are not the product / service supplier of the Offers. The products / services are provided by The Oriental Spa. Any enquiries or disputes relating to the goods and the services should be directed to The Oriental Spa. BOCHK and / or the Company accept no liability for the quality of provided products and services or any other matters arising from the products and services provided by The Oriental Spa. The Oriental Spa is solely responsible for all obligations and liabilities relating to the goods, products and service.
- 26. No person other than the Eligible Credit Card Client and / or BOCHK and / or the Company will have 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.
- 27. BOCHK and/or the Company and/or The Oriental Spa reserve the right to amend, suspend or cancel the Promotion or its terms and conditions. BOCHK and/or the Company and/or The Oriental Spa reserve the right of final decision on all matters and disputes.
- 28. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 29. In case of any discrepancy or inconsistency between the Chinese and the English versions of these terms and conditions, the Chinese version shall prevail and apply.

Reminder: To borrow or not to borrow? Borrow only if you can repay!