

Welcome to this mobile application (this “**App**”) designed exclusively for customers of “**OMUSUBI**” and “**hana-musubi**” operated by Hyakunousha International Limited (“**we**” or “**us**”). This App is made available to you (“**you**” or “**Customer**”, “**Member**” or “**App Member**”) subject to the following Terms and Conditions, which may be modified by us from time to time as per the Terms and Conditions below.

Please read these Terms and Conditions carefully before using this App and our services. By using this App and the services provided in the App, you agree to be bound by these Terms and Conditions.

## **1. General**

- 1.1. These Terms and Conditions apply to you as a Customer in relation to all contracts entered into between you and us and in relation to all kinds of usage of the App, including but not limited to (a) the general usage of the App; (b) the usage and enjoyment of the Membership Rewards; (c) access to information via the App; and (d) the use and management of your Top Up Card Account (as defined below).
- 1.2. The [Privacy Policy](#) shall be deemed incorporated in these Terms and Conditions.
- 1.3. Not all OMUSUBI and hana-musubi stores are the participating stores, meaning that not all OMUSUBI and hana-musubi stores allow customers to accumulate Stamps / Points / Badges, use Coupon, Vouchers, Top Up Card Account, redeem/use Membership Rewards (as defined below), or use any features under the App or these Terms & Conditions. In other words, you cannot use the App at the non-participating stores, and all features pertaining to the App as stated in these Terms & Conditions do not apply to the non-participating stores. Currently, the non-participating stores include: (i) the OMUSUBI Three Garden Road Shop; (ii) the hana-musubi Causeway Bay SOGO Shop; and (iii) for the avoidance of doubt, all vending machines under hana-musubi. We reserve the right to change or modify this list of non-participating stores any time without prior notice to you and that will not constitute an amendment to these Terms & Conditions.

## **2. Registration in this App**

- 2.1. Any individual may register an account on and/or access this App only if he or she (a) is aged 18 years old or above, and (b) has a Hong Kong / Macau / Mainland China mobile number.
- 2.2. In view of the representations and warranties given by you in Clause 14 below, we are not obliged to verify the age or capacity of any Customer. However, we reserve the right to take any necessary actions if you are found not to have the necessary capacity to register an account on, access and/or use this App.
- 2.3. In addition and without prejudice to Clause 14 below, you hereby warrant, represent, confirm and agree that:-

- (a) all information provided by you during registration in this App (including but not limited to your Hong Kong / Macau / Mainland China mobile number used for registration in this App (“**Registered Mobile Number**”), name, gender, email address, birth month, birth year) are true, accurate, complete and updated; and
  - (b) You will promptly update your registration information recorded in this App whenever there is any change to it.
- 2.4. You authorize us to use your Registered Mobile Number as the identification of your account and to link your Registered Mobile Number with your membership account and Top Up Card Account (as defined below).
- 2.5. Your Registered Mobile Number shall be your login details. Members are responsible for the security of their login details, including their passwords (if any). We shall not be liable for any loss or damage arising out of or incidental to any loss, theft, unauthorized use of the App, or disclosure of your login details / account.
- 2.6. In order to verify your identification, after you input your Registered Mobile Number, we (through ourselves or through third party service provider) will send you a SMS message for verification. You should follow the instructions and verify your identity in order to use the App and enjoy the Membership Rewards as stated below. We do not guarantee timely delivery of your verification message and accept no liabilities arising out of any delay.
- 2.7. Each Customer can only hold one account in this App at a time.
- 2.8. You shall open an account on and/or access this App with only one Registered Mobile Number and device. You are forbidden to use multiple mobile numbers and/or devices for registration in this App. You are also forbidden to log in with multiple accounts in a single device.
- 2.9. We reserve the absolute and final discretion as to whether or not to acknowledge your registration in this App or to terminate the registration of any person as a Customer in this App for whatever reason and without any liability incurred. We do not have to give you a reason for doing so.

### **3. Restrictions on use**

- 3.1 You shall not conduct and/or procure and/or allow and/or authorize anyone to conduct the following without obtaining a prior written consent from us:-
- (a) decompile, reverse engineer, disassemble, otherwise convert this App to a human perceivable form;
  - (b) make copies of this App;
  - (c) distribute, republish, upload, post or transmit this App in any way;
  - (d) resell, rent, lend or transfer your account registered in this App to any third party;

- (e) access and/or use this App for any purpose that is illegal and/or not specified or permitted by us; or
- (f) to use the App in any other way that is in breach of these Terms & Conditions (as may be from time to time amended and updated).

3.2 If we find out that you have breached these restrictions on the usage of the App or have any reasons to believe that you have breached/will breach, we may suspend and/or terminate your account as per these Terms & Conditions, and may also claim for indemnification or other compensation from you.

#### **4. Customers' Account**

4.1. Each registered account in this App is personal to each Customer registering it.

4.2. Only the Customer registering his or her own account in this App can use it to:-

- (a) accumulate and record Stamps, Points and/or Badges;
- (b) redeem Stamps, Points, Badges, Coupons and/or Vouchers in exchange for product(s), service(s), discount(s), gift(s), Membership Reward(s) (as defined below);
- (c) receive any Membership Reward(s);
- (d) purchase Vouchers; and
- (e) manage and use the Top Up Card Account (as defined below) and/or any other Membership Rewards as specified and offered by us.

4.3. Unless otherwise expressly permitted under these Terms & Conditions, you shall not sell, exchange, transfer or assign your registered account, your Points / Stamps / Badges, Top Up Card Account balance, Membership Rewards (as defined below), Coupons and/or Vouchers recorded in this App to any third party.

4.4. In the unfortunate event that a Customer deceases, his/her account in the App will be automatically terminated and any Stamps, Points, Badges, Membership Rewards, Coupons, Vouchers, Top Up Card Account (as defined below) and the balance remained/accumulated thereunder will automatically lapse even if they have not been spent/redeemed. You agree that your account (including the Membership Rewards and Top Up Card Account thereunder) cannot be inherited or assigned or otherwise by the operation of law. There will also be no refund.

#### **5. Membership Tiers Entry Requirement**

5.1. A Customer's accumulated spending in the past consecutive 365 days determines his/her Membership Tiers, which we may designate and change from time to time without prior notice. Membership Tiers include but are not limited to (1) Bronze ("**Bronze Membership**" or "**Bronze Member**"); (2) Silver ("**Silver Membership**" or "**Silver Member**"); (3) Gold ("**Gold Membership**" or "**Gold Member**"); (4) Platinum ("**Platinum Membership**" or "**Platinum Member**") (collectively, "**Membership**"). To participate in the Membership scheme, a Customer shall first successfully register as a Bronze

Member and may accumulate the spending to upgrade his/her membership status.

- 5.2. Subject to these Terms and Conditions which we may revise from time to time, calculation of Accumulative Spending required for each Membership tier and the corresponding rewards are available to Customers at our website and/or announcements in this App.
- 5.3. We are entitled to amend the requirements for entry / qualification to the Membership, including but not limited to the period of accumulated spending, and/or the Membership Tiers, without prior notice to you, and at our absolute sole discretion.
- 5.4. Any Customer who satisfies the requirements (which we may determine and specify from time to time at our sole discretion) for a particular Membership tier of the Bronze Membership / Silver Membership / Gold Membership / Platinum Membership may be eligible for an upgrade of his/her Membership tier. However, determination of a Customer's Membership Tier is at our absolute sole discretion and we reserve the right to refuse an upgrade of the Membership tier.
- 5.5. Unless otherwise expressly stated in these Terms & Conditions or in the App, the Validity period of each Membership Tier is 365 days ("**Tier Period**").
- 5.6. By the end of the Tier Period, Customers who do not satisfy the requirements to remain in his/her respective Membership Tier will be downgraded to the tier immediately below his/her current Membership tier. For example, a Gold Membership will be downgraded to a Silver Membership if a Member did not accumulate sufficient Spending Amount as required in the Gold Membership tier. .
- 5.7. Unless otherwise expressly permitted by these Terms & Conditions, Membership is not transferrable and may only be used by the Customer. Any misuse of the App (including but not limited to the Membership, the Membership Rewards, Coupons, Vouchers and Top Up Account Information) (as defined hereinbelow), including fraud and misconduct, may result in termination or suspension of Membership or withdrawal of Customer benefits and/or rewards.
- 5.8. Bronze Member
  - (a) Any individual who satisfies the membership entry requirement as may be specified by us from time to time is eligible for application for Membership.
  - (b) Subject to the Terms & Conditions herein, Bronze Membership will be valid for permanent from the date the Member joins his/her Membership.

### 5.9. Silver Member

- (a) If the Accumulated Spending of a Bronze Member in the participating hana-musubi / OMUSUBI physical stores (as explained in Clause 1.3 above) has reached HK\$400 within any consecutive 365-day period, he/she will be eligible to be upgraded to Silver Member. In any event, a customer must first register as a Bronze Member in order to be upgraded to Silver Member. Silver Membership will only be valid for a period of 365 days from the date a Silver Member upgrades or renews his/her Membership.
- (b) If a Silver Member fails to fulfil the upgrade requirements of Silver Member (HK\$400) within the following consecutive 365-day period after the upgrade, he/she will be downgraded to Bronze Membership for the 365 days thereafter and be entitled to the related benefits.
- (c) If a Silver Member fulfils the upgrade requirement of the Silver Member Tier (HK\$400) but fails to fulfil the upgrade requirements of Gold Member Tier (HK\$1,200) within the following consecutive 365-day period after upgrade, he/she will remain as a Silver Member for the 365 days thereafter and be entitled to the related benefits.

### 5.10. Gold Member

- (a) If the Accumulated Spending of a Bronze / Silver Member in the participating hana-musubi / OMUSUBI physical stores (as explained in Clause 1.3 above) has reached HK\$1,200 within any consecutive 365-day period, he/she will be eligible to be upgraded to Gold Member. In any event, a customer must first be successfully registered as a Bronze / Silver Member in order to be upgraded to Gold Member. Gold Membership will only be valid for a period of 365 days from the date a Gold Member upgrades or renews his/her Membership.
- (b) If a Gold Member fails to fulfil the upgrade requirements (HK\$1,200) within the following consecutive 365-day period after the upgrade, he/she will be downgraded to Silver Membership for the 365 days thereafter and be entitled to the related benefits.
- (c) If a Gold Member fulfils the upgrade requirements of the Gold Member Tier (HK\$1,200) within the following consecutive 365-day period after the upgrade, he/she will remain as a Gold Member for the 365 days thereafter and be entitled to the related benefits.

### 5.11. Platinum Member (By Invitation Only)

- (a) If the Accumulated Spending of a Bronze / Silver / Gold Member in the participating hana-musubi / OMUSUBI physical stores (as explained in Clause 1.3 above) has reached HK\$3,000 within any consecutive 365-day period, he/she may be invited and be eligible to be upgraded to Platinum Membership. In any event, a customer must first be successfully registered as a Bronze / Silver

/ Gold Member in order to be upgraded to Platinum Membership. Platinum Membership will only be valid for a period of 365 days from the date a Platinum Member upgrades or renews his/her Membership.

- (b) If a Platinum Member fails to fulfil the upgrade requirements (HK\$3,000) within the following consecutive 365-day period after the upgrade, or fails to satisfy any requirements as we may from time to time stipulate at our sole discretion (which we are not obliged to disclose to you), he/she will be downgraded to Gold Membership for the 365 day thereafter and be entitled the related benefits.
- (c) If a Platinum Member fulfils the upgrade requirements within the following consecutive 365-day period after the upgrade, he/she will remain as a Platinum Member for the 365 days thereafter and be entitled to the related benefits.

- 5.12. If the spending amount from a transaction exceeds the required accumulated spending for upgrade of the customer's Membership, subject to our policies which we may determine from time to time at sole discretion without prior notice to you, the exceeded amount may be counted towards the accumulated spending for the next Membership tier upgrade.
- 5.13. We shall have the absolute discretion to downgrade or terminate your Membership in accordance with the terms and conditions of the Membership scheme as may be revised by us from time to time at our sole discretion. We may also specify additional or alternative methods for Customers to upgrade their membership tiers from time to time. Upon downgrade or termination of Membership, we shall be entitled to cancel all or part of your accumulated spending and shall not account for the said cancelled accumulated spending for the purpose of determining the Membership Rewards (as defined hereinbelow) without any refund.
- 5.14. In case of a refund (if applicable) (which you are not automatically entitled to, but we may from time to time at our sole discretion allow / decide), the accumulated spending, Stamps, Points, Badges, Coupons and/or any other Membership Rewards earned from the corresponding purchase which have been awarded to your Membership account shall be deducted accordingly, and we will make the corresponding adjustment / downgrade to your Membership Tier where applicable;
- 5.15. Without prejudice to the Terms & Conditions herein, you may check our latest Membership tiering policies and the member benefits for different tiers of Membership in the App and/or on our website. Although we may notify Customers of material changes to the Membership tiering policies, Customers are responsible for keeping themselves up to date in respect of the relevant policies. In any event, any use of the App will be deemed to be acceptance of the amendments (if any).

## 6. Collection of Points, Stamps and/or Badges; Membership Rewards

6.1. Subject to these Terms & Conditions, we offer various kinds of membership rewards to you (including but not limited to welcome offers, upgrade offers, stamp card promotions, Coupons, rewards redeemed with Stamps or Points or Badges, Birthday offers, Referral rewards, Mission rewards, Top-up offers, discounts, etc.) which we may change, discontinue or cancel anytime at our absolute sole discretion without prior notice to you (collectively, “**Membership Rewards**”) through the App as follows:-

- (a) Upon purchase of any eligible items at our participating physical “OMUSUBI” or “hana-musubi” stores, subject to and according to our relevant policies in relation to Membership Rewards that we shall stipulate in the App (which we may from time to time change / modify / stipulate at our absolute sole discretion without prior notice to you), you may earn corresponding Stamps / Points / Badges in our App by presenting the member QR Code within the App to our staff prior to the completion of a purchase at the participating OMUSUBI and/or hana-musubi stores;
- (b) Only Customers who have successfully created and registered an account with us in this App may be credited with Stamps / Points / Badges, or to redeem any of the Membership Rewards;
- (c) No Stamps / Points / Badges can be retrospectively credited after a purchase if the Customer does not provide the necessary information as stated in Clause 6.1(a) hereinabove to our staff prior to the completion of the purchase at our physical stores. While we endeavour to assist our Customers in accumulating and collecting Stamps / Points / Badges, we expressly retain the absolute sole discretion in deciding whether Stamps / Points / Badges will be credited to a Customer at the time and after his/her purchase;
- (d) In case of a refund (if applicable) (which you are not automatically entitled to, but we may from time to time at our sole discretion allow / decide), the accumulated spending, Stamps, Points, Badges, Coupons and/or any other Membership Rewards earned from the corresponding purchase which have been awarded to your Membership account shall be deducted accordingly, and we will make the corresponding adjustment / downgrade to your Membership Tier where applicable;
- (e) You may use the Stamps and/or Points and/or Badges awarded to your account to purchase, collect and/or redeem certain Membership Rewards that may from time to time be offered by us in the App. The amount required to purchase, or alternatively the number of Stamps / Points / Badges needed to redeem the relevant Membership Rewards will be determined and designated by us at our sole discretion without prior notice to you. There may be individual policies and terms & conditions associated with the relevant promotional campaigns such as stamp card campaigns / Mission rewards, which you may find inside the App;

- (f) In addition to the above, Membership Rewards may come in different forms, such as discounts or offers that you may use in the next purchase upon satisfaction of certain conditions or requirements. You should refer to the additional terms & conditions stated in the App in relation to such Membership Rewards, which we may from time to time prescribe, provide, offer, amend, terminate or cancel at our sole discretion without any prior consultation, notice or liability to you;
  - (g) The Membership Rewards redeemable by Customers may be prescribed, provided, offered, amended (if necessary), terminated or cancelled from time to time at our sole and final discretion without any prior consultation, notice or liability to you;
  - (h) Once you have obtained / collected / redeemed any Membership Rewards, you cannot reverse or return or exchange the Membership Rewards; and
  - (i) We may offer birthday offers / discounts as part of the Membership Rewards. We reserve the right to verify the Customer's birth details at the time of redemption of the birthday offer. Ultimately, we have the right to amend / revoke / withdraw / cancel any birthday offer at our absolute sole discretion.
- 6.2 All the Points, Stamps, Badges and Membership Rewards have no value and cannot be exchanged for cash;
- 6.3 Points, Stamps, Badges and Membership Rewards may automatically expire if you do not use them. The expiry date of them will be specified in the terms & conditions and/or policies and/or rules stated within the App.
- 6.4 Points are valid for a period of 12 to 15 months only. Points earned within the first quarter of a certain year will expire at the end of the first quarter of the next year. By way of illustration, the expiry date will be:-
- (a) March 31 in the coming year for points earned from January 1 to March 31 in the preceding year;
  - (b) June 30 in the coming year for points earned from April 1 to June 30 in the preceding year;
  - (c) September 30 in the coming year for points earned from July 1 to September 30 in the preceding year; and
  - (d) December 31 in the coming year for points earned from October 1 to December 31 in the preceding year.
- 6.5 The App Member may earn Stamps / Points / Badges for any eligible spending at our participating stores referred to in Clause 1.3 above, depending on the prevailing policies in relation to the Stamps / Points /

Badges at the relevant time, which we may from time to time amend at our absolute discretion. Some exceptions are:

- (a) Selected item or product purchase as may be specified by us from time to time without prior notice to you;
- (b) Top Up for Top-Up Card Account ;
- (c) Any kind of transaction at the non-participating stores as explained in Clause 1.3 above;
- (d) Redemption of Membership Rewards; and
- (e) Purchase and/or usage of Vouchers / Coupons.

6.6 The items and rewards available for redemption in each Membership tier may vary.

6.7 The offers and discounts offered in our store and/or in the App cannot be used in combination with one another, and cannot be used together with the Membership Rewards, unless otherwise expressly stated by us.

6.8 You may check the records of the Points / Stamps / Badges / Membership Rewards on the App, but we shall not be liable for any loss or damage arising out of or incidental to any delay or problems in the server, and we also do not represent, undertake or guarantee that the Points / Stamps / Badges will be timely credited to and recorded in the App, but will endeavour to ensure that the records are correctly reflected in the App insofar as reasonably practicable. You should also check the App regularly to ensure that the records are correct, and in case it is incorrect, please contact our customer service as soon as possible.

6.9 Without prejudice to the terms herein, there may be additional terms in relation to the accrual, collection and expiry of the Points / Stamps / Badges, and in relation to the accrual, usage, collection, redemption method, purchase and/or expiry of Membership Rewards. You may find these additional terms in the App, and they may also be reflected by way of changes to these Terms & Conditions without prior notice to you.

6.10 Unless otherwise expressly stated herein or in the App, Points, Stamps, Badges, Membership Rewards and other benefits under the App cannot be purchased or gained through transfer/assignment, but can only be gained by purchases or activities at the participating OMUSUBI or hana-musubi stores as referred to in Clause 1.3 above.

6.11 Where we suspect that you have obtained any Points, Stamps, Badges, Membership Rewards or other benefits under the App through fraudulent or

illegitimate means, we will exercise our absolute sole discretion and right to remove the all or a part of the Points, Stamps, Badges, Membership Rewards from your account and/or terminate your registered account in this App immediately without prior notice to you and/or make the corresponding adjustment / downgrade to your Membership tier where applicable, although this is not exhaustively the only circumstance that will cause us to exercise our right, as we shall have the right to invalidate or cancel any Points, Stamps, Badges, Membership Rewards or other benefits at our absolute sole discretion. In such case we also reserve all our rights and remedies, including but not limited to our right to claim for damages.

6.12 We retain our absolute and unilateral right to amend terms in relation to Points, Stamps, Badges and/or Membership Rewards, and the terms of each individual promotional events. We also reserve the right to discontinue, terminate or cancel all or any part of the Points, Stamps, Badges, Membership Rewards (or the related programs) at our absolute sole discretion without prior notice to you.

6.13 In case of disputes, we and the physical participating OMUSUBI and hana-musubi stores shall have the absolute and unilateral right to make a final and binding decision.

## 7. Top Up Card Account

7.1. You may maintain a Top Up Card account (“**Top Up Card Account**”) in this App to facilitate your payment process.

7.2. You can add/load value into your Top Up Card Account through using certain participating Third-Party Payment Providers (as defined below) or cash at the participating hana-musubi or OMUSUBI stores referred to in Clause 1.3 above, or to use in-App payment methods via the participating Third-Party Payment Providers, or other channels as specified by us from time to time. The value added is pre-payment for our goods. To add value to your Top Up Account for future consumption, a minimum of HK\$100 is required, and you can only add an amount from the options of fixed amounts we designate.. The maximum stored value in the Top Up Card Account (inclusive of any rebate amount) (“**Top Up Card Balance**”) is HK\$3,000. We may change the maximum and minimum amounts at any time at our sole discretion by notifying the Top Up Card Account holder at the point of sale or on our website or via the App, and such change shall not constitute an amendment of these Terms & Conditions.

7.3. When you top up your Top Up Card Account, any personal data which you provide to us in the process will be held pursuant to our Data Privacy Policy, terms of which will be deemed to have been agreed by you.

- 7.4. You can use the balance in your Top Up Card to make purchases at our participating hana-musubi or OMUSUBI stores as referred to in Clause 1.3 above. At the time of purchase, the corresponding amount will be deducted from your Top Up Card Balance.
- 7.5. You can use your Top Up Card Balance to settle full or partial payment for goods purchased at any of our participating hana-musubi or OMUSUBI stores as referred to in Clause 1.3 above.
- 7.6. You may check the balance of the Top Up Card Account at any of our participating hana-musubi or OMUSUBI stores as referred to in Clause 1.3 above or on the App, but we shall not be liable for any loss or damage arising out of or incidental to any delay or problems in the server, and we also do not represent, undertake or guarantee that the Top Up Card Balance will be timely credited to and recorded in the App, but will endeavour to ensure that the records are correctly reflected in the App insofar as reasonably practicable. You should also check the App regularly to ensure that the records are correct, and in case it is incorrect, please contact our customer service as soon as possible.
- 7.7. The Membership Rewards (defined above) cannot be converted into any value in the Top Up Card.
- 7.8. Any unused balance in your Top Up Card Account will not be refunded to you, subject to the refund policy and payment of the relevant fees (if any) as specified by us from time to time.
- 7.9. Your Top Up Card Account is personal to you and you shall not sell, exchange, transfer or assign the balance to any third party. We reserve the right not to accept any Top Up Card payment if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.
- 7.10. Your Top Up Card Account will expire after 15 months counting from the latest transaction or top-up under the Top Up Card Account, or alternatively if there is no transaction, 15 months after activation of the account. Upon expiry, any unused amount in the Top Up Card Account shall be forfeited automatically upon the expiry date without further notice, and any remaining Top Up Card Balance shall be non-refundable.
- 7.11. No change or cash refund will be available on your Top Up Card Account.
- 7.12. In the event of termination of your account, any remaining balance in your Top Up Card Account will be forfeited and there will be no refund.
- 7.13. The value that you have loaded in your Top Up Card Account (including the rebate amount, if any) is merely prepayment, and there shall be no interest or dividends accrued, claimable or payable to you by us.
- 7.14. If you lose your App / Top Up Card Account or if you discover any unauthorized use of your account in the App, you are under a duty to

immediately contact our customer service. However, it is your responsibility to keep your account details secured and to take necessary precautions to safeguard against loss, theft, accidental or unauthorized disclosure of your login details of the App (including the Top Up Card Account), and therefore we shall not be liable for any loss or damages arising therefrom.

- 7.15. In case of disputes in relation to the usage and/or enjoyment of any Top Up Card Account, we and our participating physical stores retain the absolute and unilateral right to make a final and binding decision thereon.

## **8. Coupons / Vouchers in App**

- 8.1. This section is stated without prejudice to and in addition to Clause 6 of these Terms & Conditions above.
- 8.2. We may from time to time offer Voucher at certain prices as shown in the App for you to purchase.
- 8.3. Unless otherwise expressly specified, each Coupon / Voucher in App can only be used for one time in one transaction, and Customers shall not and cannot use more than one Coupon / Voucher in the same transaction.
- 8.4. In-App Vouchers are pre-payment in nature. The Vouchers shall not and cannot be redeemed for cash, and no refund or change shall be given on any unused or expired Vouchers purchased by any Customers through this App.
- 8.5. Without prejudice to the terms & conditions herein, each Coupon/ Voucher in App may come with its specific terms and conditions, which may cover, inter alia, its validity period, expiry date, minimum order quantities, goods for which the Coupon / Voucher is valid, etc. You should refer to and comply with the separate terms and conditions as stated in each Coupon / Voucher in App. Should there be discrepancies between these Terms and Conditions and the specific terms and conditions stated in the Coupon / Voucher in App, these Terms & Conditions shall prevail. Once expired, any unused Coupon / Vouchers shall no longer be valid and there shall be no refund to you, subject to the refund policy and payment of the relevant fees (if any) as specified by us from time to time.
- 8.6. Coupon / Vouchers cannot be converted into any value in the Top Up Card.
- 8.7. Unless otherwise expressly stated, Coupons / Vouchers cannot be used together with offers and discounts offered in our store and/or in the App, cannot be used together with the Membership Rewards, and the usage or purchase of Coupons / Vouchers cannot accredit you with the Points or Stamps or Badges.

- 8.8. The quota and number of some Coupon / Vouchers available on this App may be limited. In that case, such Coupon / Vouchers will be made available for purchase or redeem by the Customers on a first-come-first-serve basis. Such Coupon / Vouchers will be removed from this App once all of them available on this App have been collected by the Customers.
- 8.9. We reserve the right to invalidate any Coupon / Voucher in App and cancel the corresponding Coupon / Voucher (or the discount thereof) if such Coupon / Voucher is used in a way that breaches the respective terms and conditions of such Coupon / Voucher or these Terms & Conditions.
- 8.10. The maximum accumulated value of the Vouchers that a customer may hold in his/her account in the App is HK\$3,000 (including the reward voucher(s) and rebate, counted at face value). We may change the maximum and/or minimum amounts at any time at our absolute sole discretion without prior notice to you, and we may notify the Customer of such changes at the point of sale or on our website (although we are not obliged to do so).
- 8.11. In case of disputes in relation to the collection, usage and/or enjoyment of any Coupon / Vouchers, we and our physical stores retain the absolute and unilateral right to make a final and binding decision thereon.

## **9. Purchase History**

- 9.1 If you choose to create an account as per these Terms and Conditions, subject to the Terms & Conditions herein, we may store certain purchase history of up for up to 365 days in this App. Please however note that we may unilaterally discontinue, amend, cancel or expand this feature and the length of storage of the purchase history unilaterally at our absolute sole discretion without prior notice to you.
- 9.2 This App will record any purchase and/or transaction made by you only if you make a purchase at the participating OMUSUBI or hana-musubi stores (see Clause 1.3 above) using your account in this App using the payment methods stipulated in Clause 6.1(a) above. It does not mean that you will receive an electronic receipt in the App, but only means that we may display certain records at our discretion, such as the date of the purchase and the remaining Top Up Card Balance.
- 9.3 The purchase history or transaction records displayed in this App shall be used for reference only. We do not represent or guarantee the accuracy of any of the purchase or transaction records displayed in this App. We do not assume any liability or responsibility in keeping a full or infinite purchase history and/or transaction records of you.
- 9.4 We also shall not be responsible for any delay or problems in the server of the App. We do not represent, undertake or guarantee that the purchase history / transaction record will be timely updated and recorded in the App,

but will endeavour to ensure that the purchase history / transaction record are correctly reflected in the App insofar as reasonably practicable.

## **10. Third-Party Payment Providers**

- 10.1 Any payment and/or transaction at any of our hana-musubi or OMUSUBI physical stores using third party payment providers who partner with us (which may be changed from time to time) (presently including but not limited to Octopus card, credit cards (VISA or Master), Apple Pay, Google Pay, AlipayHK and WeChat Pay (collectively, the “**Third-Party Payment Providers**” or “**Third-Party Payment Methods**”) will be processed and recorded by the relevant Third-Party Payment Providers. We are not responsible and shall not be held liable for any matters arising out of the said payment method. When you make a purchase at our hana-musubi or OMUSUBI physical stores with the Third-Party Payment Methods, you should exercise caution and it is your own duty to consider the terms and conditions and other agreements with the relevant Third-Party Payment Providers and/or the relevant operators of such payment methods.
- 10.2 The Third-Party Payment Providers may have their separate and additional terms and conditions (and/or other agreements) applicable to the Customers who choose to pay with Third-Party Payment Methods. Customers use the third-party payment methods at their own risks, and they shall be responsible for reviewing, confirming, agreeing to and/or accepting those agreements before proceeding to pay with the Third-Party Payment Methods. The facts that you make a purchase at our hana-musubi or OMUSUBI physical stores with your Third-Party Payment Methods and/or when you make a purchase of Voucher(s) online with your Third-Party Payment Methods and/or when you top-up your Top Up Card Account with your Third-Party Payment Methods do not render us liable for any matters/liabilities arising out of the said payment method.
- 10.3 You shall be solely responsible for assessing the risk in connection with making any payment with Third-Party Payment Providers. You shall be solely responsible for any consequential losses or damages incurred or suffered by you in the course of making payment with Third-Party Payment Providers.

## **11. Price and Other Product Information**

- 11.1 This App may from time to time display a selection of products (which may be available at our physical stores), the displaying of which shall not constitute any offer from us to any person for the entry into or conclusion of any kind of contract. For the avoidance of doubt, the following information available in this App is for reference only:-
  - (a) Prices stated in any promotion materials and/or Membership Rewards available in this App; and
  - (b) Any images, details and sizes of the products displayed in this App.

(Collectively as “**Product Information**”)

- 11.1 We reserve the right to vary any Product Information at our absolute sole discretion without prior notice to you.
- 11.2 We will use our reasonable endeavours to ensure that all Product Information available in this App are accurate and up-to-date. However, if there are (1) any errors in relation to any Product Information appearing in this App or (2) any discrepancies between the Product Information appearing in this App and at any of our physical stores, we and our physical stores shall have the right of final determination. The same rule applies to all other Product Information.

## **12. Disclaimer**

- 12.1. Any kind of information, content and materials as provided or displayed on App shall be treated as a general reference only.
- 12.2. To the whole extent permitted by the applicable law, your account, Membership status, Stamps, Points, Badges, Coupons, Vouchers, Top Up Card Account or any other Membership Rewards, or information, content and/or materials available on or provided by us in this App are provided on an “as is” basis, and without any kinds of warranties (whether express or implied).
- 12.3. We make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability or completeness of any information in the App.
- 12.4. We will endeavour to properly operate this App, but we do NOT represent, undertake or warrant that:-
  - (a) your account, Membership information, Stamps, Points, Badges, Coupons, Vouchers, Top Up Card Account, any other Membership Rewards, or information, content and/or materials available on or provided by us in this App are accurate, complete, up-to-date, free from error or reliable;
  - (b) this App is uninterrupted by or free or safe from all technical or typographical errors or faults, or that any error or malfunction of this App can be and will be corrected;
  - (c) this App is free from any viruses or any other harmful substances;
  - (d) due care and skill will be exercised when operating this App;

- (e) The information (including but not limited to the Product Information) provided in the App will correspond with the actual products;
- (f) we will make a reasonable endeavour to protect any data or information transmitted over the internet; or
- (g) that any such data or information will be secure, safe, uninterrupted or free from errors or faults.

### **13. Liability**

- 13.1. To the extent permissible pursuant to the applicable law and subject to the Control of Exemption Clauses Ordinance (Cap. 71), we (including our employees, directors, agents, representatives, independent contractors) hereby disclaim and exclude all liability (under contract or tort or any other statutory duty) for all losses, damages, liabilities, claims, tax, duties, or costs, whatsoever (including but not limited to legal costs), expenses and any other outgoings:-
  - (a) incurred by you or any third party;  
  
however they may be caused (directly or indirectly) in connection with (1) the use of or inability to use this App (or any features thereof, including but not limited to the Membership status, Points, Stamps, Badges, Top Up Account, Coupons, Vouchers and/or the Membership Rewards, or (2) any information, content and materials available in this App;
  - (b) whether or not there is negligence on our part; and
  - (c) whether or not we or any of our representatives has been advised or informed of such possible damages.
- 13.2. In any event, our total liability for any claim shall be capped up to the total price you paid to us as your purchase for that particular claim.
- 13.3. We (including but not limited to our directors, officers and authorized agents) hereby disclaim and exclude all vicarious or other kinds of liability to you or any other third party for any loss of profits, special or consequential damages.
- 13.4. You hereby accept and acknowledge that each of the above limitations is reasonable and applicable to both of us, save and except any statutory rights which cannot be excluded and shall be unaffected.
- 13.5. Without prejudice to the terms and conditions contained herein, it is your responsibility to keep your account details secured and to take necessary precautions to safeguard against loss, theft, accidental or unauthorized

disclosure of your login details of the App (including the Top Up Card Account), and therefore we shall not be liable for any loss or damages arising therefrom.

#### **14. Representations and Warranties**

- 14.1. You confirm and acknowledge that your account, the Top Up Card Account, Points, Stamps, Badges, Membership Rewards, Coupon, -Vouchers and/or information, content and/or materials available on or provided by us in this App are provided on an “as is” or “as available” basis. You hereby confirm and agree the following shall be at your own risk and discretion:-
- (a) your use or reliance upon the information, content and/or materials available on or provided by us in this App (including but not limited to the Product Information); and
  - (b) your use or access of this App (including the use and access of any features thereof, including but not limited to the Top Up Card Account, Points, Stamps, Badges, Membership Rewards, Coupons and Vouchers).
- 14.2. In addition, you represent and warrant to us that:-
- (a) you are aged 18 or above;
  - (b) you are the true and legal owner of both your Registered Mobile Number and your Third-Party Payment Methods;
  - (c) you will not use this App for any purpose that is immoral and/or illegal and/or not specified or permitted by us;
  - (d) you will not conduct or procure or permit any person to conduct the following:-
    - i. interfering with or disrupting the operation or running of this App or any networks or servers that are necessary to make this App available and functioning; and
    - ii. any conduct as prohibited in Clause 3 of these Terms & Conditions;
  - (d) you have all necessary and sufficient competence and capacity pursuant to the applicable laws to register an account on, access and use this App, its features, any Membership Rewards available in this App;
  - (e) you will protect your account information including but not limited to your Registered Mobile Number;

- (f) you will not share your account with anyone else;
- (g) you will not use the services provided by us through this App for any purpose that will (1) violate any applicable laws in Hong Kong (whether civil or criminal) or (2) breach any rights of us or of third parties; and
- (h) you will not breach any of these Terms and Conditions. In case of any breach of any of these Terms and Conditions made by you, we reserve our rights to (1) terminate or suspend your account and use of this App in accordance with Clause 17, and (2) sue for damages.

## **15. Notifications**

Upon your registration and login in this App after downloading it, you will be given the option to allow us to send you SMS and/or emails and/or push notifications on your device and within this App. Such push notifications may include promotional materials, communications, offers and system messages, etc. (“Push Notifications”). If you do not wish to receive any Push Notifications from us, you should at any time opt out from receiving Push Notifications from us within your device’s settings, which are beyond our control and we shall not be held responsible for any loss or damage arising therefrom.

## **16. Variation to the App and/or these Terms and Conditions**

- 16.1. We reserve the right to, at our absolute sole discretion, vary, change, modify, amend or delete any (1) feature of this App and/or (2) information, services and/or resources available in this App, including but not limited to any promotions, policy of the Membership Rewards, any accrual or accumulation or redemption method of the Points and/or Stamps and/or Badges, the registration process or procedures, purchase and usage of Coupons or Vouchers, top up or reload the Top Up and the manner in which this App is operated. We may notify you of changes but are not under an obligation to do so.
- 16.2. We also reserve our absolute right to unilaterally amend these Terms and Conditions at our sole discretion without prior notice to you. After we have exercised such right to amend these Terms & Conditions, we may notify you and prompt your agreement to the revised Terms & Conditions. Without prejudice to the foregoing, by continuing to use this App after we have revised the Terms & Conditions, you are deemed to have agreed to the amendments, modifications or any changes. If you do not accept any of the amendments made by us to this App, you can choose to cancel your account and/or delete this App at any time, subject to the Terms & Conditions herein and in particular Clause 17.1 below.
- 16.3. You agree that we are at all times not under a duty to consult or notify you prior to or after making changes to the App and/or Terms & Conditions.

## **17. Termination/Suspension of Account**

- 17.1. You may cancel your account at any time in this App in the “Membership Account Deletion” page in the App. Any account cancellation is irrevocable and cannot be reversed. Once an account deletion request is submitted in the App, your access to the Account will be revoked and you may no longer log in to the account, and all accumulated Stamps, Points, Badges, Top Up Card Balance, Coupons, Purchased Vouchers and Membership Rewards will be forfeited, regardless of their usage or redemption status.
- 17.2. We have the unilateral right to terminate your account at any time. You agree that we do not have to give any reason for terminating your account, and do not have to give you any prior notice in doing so. In addition, we reserve our right to recover from you any loss and damage suffered by us (where appropriate).
- 17.3. We have the absolute discretion to terminate the operation and/or any function and/or any feature of this App at any time without notice, without any liability and without being obliged to give any reason. In case we do so, you agree that you shall not and cannot lodge any claim, complaint or demand against us, our directors, shareholders or officers due to such termination.
- 17.4. Subject to the Terms & Conditions herein, upon cancellation / termination of your Account (whether initiated by you or us), unless otherwise expressly stated by us, your account will be immediately terminated, and all accumulated Points, Stamps, Badges, Vouchers, Coupons, Membership Rewards, Top Up Card Account (including the Top Up Card Balance) and/or other benefits or information stored under your account, no matter they have been used or collected or redeemed, shall be forfeited without refund / restoration, regardless of whether the cancellation / termination is effected by you or us.
- 17.5. Also, upon cancellation / termination of your Account (whether initiated by you or us), no refunds will be issued for any unused or unredeemed Top Up Card Balance, Vouchers, Coupons and Membership Rewards. Your Membership level will also be completely cleared, and you will no longer be able to use any points to redeem any benefits under the App.

## **18. Intellectual Property Rights**

- 18.1. All contents, features, information and materials of this App are protected by all kinds of rights, title, interest, copyright, trademark, domain names, design rights, goodwill and any other intellectual property rights owned by us and/or our affiliated companies anywhere across the world (the “**Intellectual Property Rights**”).

- 18.2. Without obtaining our prior written consent, you agree that you shall not (1) use this App in any manner that will infringe any kind of our Intellectual Property Rights, and (2) obtain any of our Intellectual Property Rights, and (3) modify, copy, rent, lease, loan, sell, distribute or create derivative works based on any of our Intellectual Property Rights.
- 18.3. You confirm that any feedback, comments, or suggestions that you may give us is solely on a voluntary basis, and can be used or not used by us at our sole and final discretion without incurring any liability or obligation to you.
- 18.4. If we receive any notice or complaints in relation to any use of this App and/or its contents, features, information and materials in a manner that infringes our Intellectual Property Rights, we have the right to investigate thereupon without prior notice. On the other way round, if you think your intellectual property rights have been violated by others, please feel free to contact us via the “Feedback” feature (under the “Settings” page) within the App or via [enquiry@hyakunousha.com](mailto:enquiry@hyakunousha.com) .

## **19. Collection of Personal Data and Privacy Policy**

- 19.1. We highly value your personal privacy and thereby set out the Privacy Policy in dealing with your personal data which are voluntarily submitted by you when using this App including but not limited to your personal information given to us, Registered Mobile Number, Octopus ID, etc. The Privacy Policy, which is incorporated herein, is applicable to any of your personal data submitted to us.
- 19.2. Upon accessing and using this App, you agree and consent (expressly or impliedly) to allow us and/or any of our affiliate companies to collect, use, process and disclose your Personal Data pursuant to our Privacy Policy.
- 19.3. For more details of the Privacy Policy, please refer to our website at [link].

## **20. External Links**

This App and any online or digital materials given to you may contain links to other websites, content or any other resources, which may be run or offered by third parties. You hereby understand and accept that:-

- (a) we are not responsible for the availability of those external websites, content or resources;
- (b) we are not responsible for and do not have any control over those external websites, content or resources;
- (c) we are not responsible for monitoring those external websites, content or resources;

- (d) we do not represent, undertake, or warrant and are not (directly or indirectly) liable for any of those external websites, content or resources (or any information, content, advertisement, promotional materials, products, services contained on, referred to or offered on those external websites, content or resources); and
- (e) we do not endorse any of those external websites, content or resources (or any information, content, advertisement, promotional materials, products, services contained on, referred to or offered on those external websites, content or resources).

## **21. System Requirements**

You must have a compatible mobile phone or device with internet connectivity in order to use this App, and it must meet the minimum specification requirements (iOS 15.1 or Android 7.0 or above operating systems). The software requirements may be updated from time to time to support new features and services of this App.

## **22. Account Security**

- 22.1. Upon registering an account on and accessing this App, you agree to take up sole responsibility for the occurrence of all activities and events in connection with and in relation to your account.
- 22.2. You agree to be entirely responsible for protecting your registered account information (including but not limited to your login details, email address, etc.), and not to disclose your registered account information to any third party.
- 22.3. It is your responsibility to keep your account details secured and to take necessary precautions to safeguard against loss, theft, accidental or unauthorized disclosure of your login details of the App (including the Top Up Card Account).
- 22.4. If you fail to keep your login details, or other registered account information safe, you will be solely responsible for it and we shall not bear any responsibility for such failure on your part. For the avoidance of doubt, you will be responsible for all unauthorized transactions made under your Top Up Card Account, as it is your duty to keep your login details and account information secured.
- 22.5. It is your sole responsibility to remove any payment information registered with the App and to delete the App before disposing of your mobile devices.
- 22.6. If you suspect that your account details have been compromised, it is your own responsibility to immediately change the login details to avoid any unauthorized use of the App (including the function therein such as the Top Up Card Account). In such case, please also immediately contact our

customer service via the “Feedback” feature (under the “Settings” page) within the App or via [enquiry@hyakunousha.com](mailto:enquiry@hyakunousha.com) .

- 22.7. If we suffer any loss and damage as a result of your failure to keep your logic details or other registered account information safe, we expressly reserve all our rights and remedies that may be available under the applicable laws.

### **23. General Provisions**

- 23.1. Where one or more terms of these Terms and Conditions are held invalid or unenforceable by any of the Hong Kong courts at a later date, the remaining terms will remain in full force and effect.
- 23.2. These Terms and Conditions (including our Privacy Policy) and other terms and conditions referred herein and/or posted in this App constitute the entire agreement between you and us.
- 23.3. Any failure or delay by us to enforce any right or take any action upon a breach of these Terms and Conditions shall not constitute a waiver of that right or breach. In any case, if we wish to waive any of our rights or any of a breach of these Terms and Conditions, such waiver shall be in writing and shall be limited to the right or beach specially stated therein.
- 23.4. These Terms and Conditions are entirely personal to you. Without prior written consent from us, you shall not transfer any of your rights or duties hereunder. However, we may transfer or assign our rights or duties to any third party without notifying you or seeking any of your consent.
- 23.5. In any circumstances, the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not be applicable to these Terms and Conditions and thus does not confer any right to any third party to a contract concluded through this App to enforce or enjoy the benefit of any term of such contract.
- 23.6. Termination of these Terms & Conditions shall not affect rights and obligations of either Party that may have accrued prior to the effective date of termination or any obligation specifically stated to survive termination. Without prejudice to the foregoing, Clauses 16 (Intellectual Property Rights), 17 (Collection of Personal Data and Privacy Policy), 21 (Resolving Disputes and Jurisdiction) and 22 (Language) of these Terms and Conditions shall survive any termination of any contract(s) between you and us.

### **24. Resolving Disputes and Jurisdiction**

These Terms and Conditions shall be governed by, interpreted and enforced pursuant to the laws of Hong Kong. The Hong Kong Courts have exclusive jurisdiction to resolve any claims, disputes or matters arising from, in connection

with or related to the App (including these Terms and Conditions and the Privacy Policy).

## **25. Language**

In the event of any discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.