

## **DrGo Clubpoint Earning Terms and Conditions**

- 1. As from 30 November 2023 to 31 December 2024 (or such other end date as The Club and/or the Merchant (both as defined below) may designate) (both days inclusive), you will earn Clubpoints by completing eligible video consultation services under DrGo (as provided in Clause 4) ("VC Offer").
- 2. In order to be eligible for the VC Offer, you must be a member of The Club ("**The Club Member**"), a loyalty program operated by Club HKT Limited ("**The Club**").
- 3. DrGo is operated by eSmartHealth Limited ("**Merchant**"), subject to relevant terms and conditions.
- 4. Under the VC Offer, The Club Members who successfully complete a DrGo designated video consultation service (excluding any video consultation service completed under the PCCW Group Medical Scheme and such other video consultation service as the Merchant may designate from time to time) via the DrGo app and have complied with all the relevant terms and conditions relating to their use of DrGo service will earn 1 Clubpoint for every net eligible spending of HK\$10 (after discount, and excluding any delivery fee and handling fee), excluding any invalid and/or cancelled video consultation service (each a "Valid Transaction").
- 5. In order to qualify for earning Clubpoints under the VC Offers, The Club Member must login to his/her The Club account and link his/her The Club account to DrGo account before completing final payment for a Valid Transaction.
- 6. The VC Offer and the Clubpoints under this VC Offer are non-transferable or exchangeable for cash or other products. This offer cannot be used in conjunction with any other Clubpoints earning offers.
- 7. The Clubpoints under the VC Offer will normally be automatically credited to The Club Member's The Club account around 10 working days after successful delivery of the goods of the Valid Transaction.
- 8. The Club Members should retain the receipt of the Valid Transaction until the related Clubpoints have been credited to The Club Member's The Club account. For inquiries about the eligibility to earn Clubpoints, the related receipt(s) of Valid Transaction must be provided to The Club for verification. The Club Members must make a claim to The Club for any missing Clubpoints under this Offer within 180 days from the date of a Valid Transaction ("Lookback Period"). Any such claim made after the Lookback Period will not be entertained and any missing Clubpoints will be deemed forfeited and The Club Member will not be compensated in any way.
- 9. The eligibility of Clubpoints of The Club Members under the VC Offer is subject to the sole discretion of The Club and the Merchant, who may or may not give reason



to a relevant The Club Member in case a transaction is deemed to be ineligible under the relevant Offer. A transaction may deem to be ineligible for Clubpoints under the relevant Offer for a number of reasons, including (without limitation) those listed out below:

- (a) The Club Member cancelled an order, or an order is invalid.
- (b) The Club Member's payment failed or did not meet the requirements of the Merchant's credit check.
- (c) The Club Member's use of DrGo video consultation service did not satisfy the Merchant's relevant terms and conditions.
- (d) The Club Member's account is subject to fraud or suspected fraud case.
- (e) There is incorrect crediting of Clubpoints to any The Club Member's account by The Club or any service providers.
- (f) Any other scenarios as the Merchant and/or The Club see(s) fair and just in safeguarding the integrity of Clubpoints transactions.
- 10. The Club is not the supplier of the products and/or services provided by the Merchant and makes no representation or guarantee in connection with the products and/or services whatsoever, and accepts no liability whatsoever for any matters arising from, or in relation to, the same.
- 11. The Club and/or the Merchant reserve(s) the right to vary or cancel any Offer and/or amend these Terms and Conditions at any time without notice.
- 12. The VC Offer and the validity and the use of Clubpoints are also subject to the "Terms and Conditions of The Club" (available at <a href="https://www.theclub.com.hk/en/terms-and-conditions.html">https://www.theclub.com.hk/en/terms-and-conditions.html</a>). The use of services under DrGo is subject to the relevant terms and conditions of the Merchant (which are available at DrGo website and DrGo app). For inquiries concerning The Club, please visit The Club's website at <a href="https://www.theclub.com.hk">www.theclub.com.hk</a> or call The Club's service hotline on 1833000. For inquiries concerning DrGo, please visit DrGo website at <a href="https://www.drgo.com.hk">www.drgo.com.hk</a> or call DrGo's service hotline on 2380 2323.
- 13. Please ensure you understand the Merchant's descriptions and use of service / purchase terms and conditions before proceeding with using the Merchant's service or making a purchase with the Merchant. Any claims arising from misunderstandings will not be accommodated.
- 14. In the event of discrepancy or inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
- 15. In the event of dispute, the decisions made by The Club and/or the Merchant will be final, binding and conclusive.



16. These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and any disputes arising out of or related to these Terms and Conditions will be resolved in private in accordance with Hong Kong law through mediation and/or arbitration held within Hong Kong.