

# **ReCoin Terms and Conditions**

## **Definitions**

**Company, we or our** means ReCube Limited;

**Eligible Usage** shall have the meaning ascribed to it in Clause 7;

**Participating Partners** means the business partners participating in the ReCoin Programme;

**Site** shall have the meaning ascribed to it in Clause 2.1;

**Special Terms and Conditions** means the terms and conditions of these rewards and redemption offers specified by us or a Participating Partner from time to time;

**ReCoin Programme** means the reward programme offered and operated by the Company in accordance with these terms and conditions.

**ReCoin** is a unit offered under the ReCoin Programme and operated by the Company in accordance with these terms and conditions.

**ReCube Account** shall have the meaning ascribed to it in Clause 2.

## **Who may participate in the ReCoin Programme**

1. Any member of ReCube (“**you**” or “**your**”) will be eligible to participate in the ReCoin Programme in accordance with these terms and conditions.

2. To participate in the ReCoin Programme, you are required to:

2.1 open and maintain an account with the Company (“**ReCube Account**”) at <https://app.re3.world> (“**Site**”); and

2.2 agree to these terms and conditions, in order to use ReCoin and enjoy the rewards from using ReCoin.

3. Your participation in the ReCoin Programme is governed by these terms and conditions and any other terms and conditions specified by us from time to time. If any dispute arises in relation to (a) your eligibility for participation, your entitlement to benefits, redemption or other activities or transactions, or (b) any dispute between you and us or, if applicable, a Participating Partner, our decision or, if applicable, the Participating Partner's decision is final.

4. We reserve the right to modify the ReCoin Programme structure, rewards or these terms and conditions, or to terminate the ReCoin Programme, at any time. While we will endeavour to notify you of any material change to the ReCoin Programme and/or to these terms and conditions, any use of the ReCoin Programme by you will be deemed as acceptance of such changes. We will not be liable for any loss or damage resulting from any change to the ReCoin Programme or to these terms and conditions.

5. We may offer, modify, suspend or withdraw any reward under the ReCoin Programme from time to time. The availability or offer of such rewards are subject to the Special Terms and Conditions applicable to these rewards.

6. You have the right to close your ReCube Account at any time by sending your request to us at [info@re3.world](mailto:info@re3.world). Upon closure of your ReCube Account, we will cancel your ReCoin balance in the ReCube Account.

## **Earning ReCoin**

7. You may earn certain ReCoin under the ReCoin Programme for each transaction eligible for ReCoin under the ReCoin Programme ("**Eligible Usage**") in accordance with the Special Terms and Conditions in force at the time of making the Eligible Usage.

8. ReCoin is not transferrable unless we otherwise specify.

## **Expiration and Cancellation**

9. ReCoin earned is usually valid for two (2) years. The expiry date for ReCoin earned will be the last day of the second (2nd) anniversary of the year of issuance of ReCoin.

10. Any ReCoin that exceeds the expiration date shall automatically become invalid and cannot be used for redemption or exchange for any rewards on the ReCube APP or under the ReCoin Programme (“**Expired ReCoin**”). The Expired ReCoin shall be deducted from your ReCube Account accordingly.

11. We may, at our discretion, restore or re-credit any cancelled or deducted ReCoin into the ReCube Account on the occurrence of:

11.1 any system or human errors; or

11.2 any circumstances that justify the restoration of cancelled or deducted ReCoin as we deem appropriate.

12. We have the right to cancel any ReCoin awarded to you if, in our reasonable opinion, an error or mistake relating to the earning or using of your ReCoin occurs, or a reversal of an Eligible Usage takes place after certain ReCoin are awarded for such a transaction.

## **Redemption with ReCoin**

13. The applicable redemption rate for redemption of rewards will be displayed on the Site and/or ReCube APP.

14. We may specify and vary the number of ReCoin for redeeming rewards with us from time to time without any prior notice. We reserve the right to accept or decline your request to redeem with ReCoin where:

14.1 your ReCoin balance is sufficient, the number of ReCoin allocated for the redemption of a reward will be deducted from your ReCube Account

14.2 your ReCoin balance is not sufficient, any request to redeem with insufficient ReCoin balance may:

(a) be declined;

(b) be handled by us in accordance with such Special Terms and Conditions in force at the time of making such redemption, at our sole discretion.

15. Redemption requests must be made by you. Any redemption requests from parties other than you will not be processed by us.

16. Once a redemption request has been accepted by us, you are not allowed to change, cancel or seek refund on or exchange any redeemed reward. All ReCoin used for redemption will not be reversed or refunded under any circumstances.

17. All applicable taxes, duties, charges (including any customs charges, import duties, postal fees and delivery charges) that may be incurred in relation to the redemption, delivery and receipt of redeemed items will be borne by you.

### **ReCube APP**

18. ReCube APP is provided to you to redeem for certain rewards including gift cards, gift vouchers, merchandise or other benefits. By using ReCube APP, you indicate your agreement to these terms and conditions. These rewards can be redeemed by your ReCoin balance.

## **Price and Payment**

19. We will designate the number of ReCoin and the amount of money required to redeem any particular reward at our sole discretion, and we may change the designation at any time and without any prior notice.

20. All ReCoin paid by you for redeeming any reward on the ReCube APP will not be refunded under any circumstances.

21. We reserve the right to change or remove any of the rewards available for redemption on the ReCube APP from time to time without prior notice.

22. All rewards for redemption are subject to availability and will be allocated on a first-come-first-served basis, and may be subject to the applicable Special Terms and Conditions specified by us or Participating Partners from time to time.

23. We will endeavour to update the status of your redeemed reward in the Site or other electronic channel linked to your ReCube Account. However, you acknowledge and accept that we do not have any liability arising from any delay, inaccuracy or omission in any of the information relating to the status of the redeemed reward in the Site or other electronic channel linked to your ReCube Account.

24. We will endeavour to share the necessary information furnished by Participating Partners relating to, including facilitation of the redemption, descriptions of usage or specifications of rewards or delivery of your redeemed reward but we make no warranties with respect to the accuracy or completeness of this information.

25. Once a transaction for redemption has been processed by us, it is irrevocable and may not be cancelled or altered by you. No free trial period will be provided in respect of any redeemed reward.

## **Delivery**

26. For redemptions that involve physical delivery service:

- 26.1 a redemption confirmation (setting out steps to complete your redemption) will be sent to your email address registered with us;
- 26.2 The address for delivery shall be domestic only;
- 26.3 you must ensure that a recipient is present on the agreed delivery date at the delivery address, otherwise any re-delivery may incur additional delivery or handling fees which shall be payable by you;
- 26.4 Normal delivery lead-time is around one to two (1-2) weeks (unless expressly specified otherwise). However, the actual delivery time taken will depend on the delivery service and location;
- 26.5 We may collect fees or charges from you for delivery service.

27. For redemptions delivered via electronic channel (e-coupons, e-gift cards, e-vouchers, etc.):

- 27.1 a redemption confirmation (with QR code, bar code, URL hyperlink, passcode or such other code) will be issued to your ReCube Account or other electronic channel linked to your ReCube Account;
- 27.2 For certain rewards, you are required to present the redemption confirmation to the Participating Partner in order to collect the redeemed reward or to enjoy the benefits of the redeemed reward. The redemption confirmation will be processed by the Participating Partner for verification purposes;
- 27.3 for other forms of rewards, you are required to follow the instruction on the redemption confirmation to complete the redemption process;

28. We accept no liability for any failure or delay in the delivery of your redeemed reward.

### **Repair, replacement or refund**

29. If any redeemed product or service related reward is defective or different in specifications from your original redemption order, you should notify us or our Participating Partner in writing within two (2) days of the receipt of the redeemed reward.

30. If the redeemed product or service related reward is defective or different in specifications from your original redemption order, we or the Participating Partner will arrange for repair, replacement or refund at our discretion.

### **Liability and Warranty**

31. All rewards are neither manufactured nor supplied by us. You acknowledge and accept that we take no liability for:

31.1 the quality, merchantability or fitness for purpose of any product-related rewards;

31.2 the quality of any service-related rewards.

32. We are not responsible or liable for any warranty provided with a redeemed reward. You should take note of product warranty (if any), warranty available period and region at the time of making redemption and should contact the Participating Partner directly for any query or dispute concerning the product warranty or maintenance.

33. In the case of Clauses 29 and 30 above, we will only be responsible for making good the defect or difference by replacing the redeemed reward, procuring the performance of service or crediting the redeemed ReCoin into your ReCube Account.

### **Participating Partners**

34. We have the right to specify and vary from time to time without notice (a) the Participating Partners in the ReCoin Programme; or (b) any benefits, scheme or arrangements under the ReCoin Programme. We are not liable for any change of Participating Partners. You may refer to the latest list of Participating Partners to the ReCoin Programme at the ReCube APP for more information.

35. Redemption of rewards or other benefits on the ReCube APP is subject to such terms and conditions as it shall specify.

### **Fees and Charges**

36. We will not collect fees, charges or interest from you for the participation in the ReCoin Programme unless we notify you otherwise.

37. We may charge you a fee for costs and expenses reasonably incurred by us in connection with your ReCube Account, if any. These costs and expenses may include any expenses for preserving or enforcing our rights in connection with your ReCube Account, any fees and charges related to dispute handling and personal data access etc.

### **Termination and Cancellation**

38. Subject to these terms and conditions, we may suspend or terminate your use of the ReCoin or your ReCube Account at any time without giving you reason. You may cancel



your ReCoin or terminate your ReCube Account through such channels and in such manner and steps as we may instruct in the Site from time to time.

39. Any cancellation or termination of your ReCoin Programme or ReCube Account will not affect any of your or our rights or obligations which may have accrued on or before the date of cancellation or termination. The terms in these terms and conditions that by their nature are continuing shall survive such cancellation or termination, including our disclaimers, limitations of liabilities and your indemnity in our favour.

40. Any misuse of the ReCoin Programme or your ReCube Account may result in termination or suspension of your ReCube Account. Upon termination of your ReCube Account, we will cancel any accumulated ReCoin in the ReCube Account.

### **Exclusion and Limitation of liability**

41. Neither we nor any Participating Partner shall be liable to you or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the ReCoin Programme or the rewards, the provision of or the refusal to provide any benefits or rewards, the award of ReCoin, and the redemption of rewards whether such loss, damage or expense is caused by negligence or otherwise, and whether we or any Participating Partner have any control over the circumstances giving rise to the claim or not.

42. We shall not be liable for any loss or damage incurred or suffered by you or any other person arising from or in connection with the ReCoin Programme or redemption of rewards, including:

42.1 any act or omission by us other than as a result of our negligence or wilful default;

42.2 any interruption, delay or failure (in whole or in part) in performing our obligations in respect of your ReCoin or ReCube Account or redemption for rewards that is beyond our reasonable control;

- 42.3 our execution of, or any delay or omission in acting on, any instructions from you in respect of your ReCoin or ReCube Account or redemption for rewards;
- 42.4 our decision not to process any instruction from you or any delay or failure to act on such instruction in part or in full for any reason;
- 42.5 any changes to or variation in the applicable redemption rate between the time we receive an instruction from you and the time we act on it;
- 42.6 any default by you in performing your obligations under these terms and conditions;
- 42.7 the preservation or enforcement of our rights or exercise of our powers in connection with your ReCoin, ReCube Account or redemption for rewards;
- 42.8 your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties;
- 42.9 the negligence, act or failure to act of any third party; and
- 42.10 any unforeseeable event.

43. We will not be liable for the availability of rewards as well as any loss or damage arising from the failure to provide such rewards. Availability and redemption of rewards are subject to the applicable Special Terms and Conditions (if any) which may be revised from time to time without prior notice to you. In case of any dispute, our (or the Participating Partner's, as the case may be) decision is final.

44. For the avoidance of any doubt, nothing in these terms and conditions shall exclude liability for death or personal injury caused by negligence. All terms expressed or implied by statute or otherwise on the part of us or any Participating Partner are hereby excluded to the fullest extent permitted by law.

## **Indemnity**

45. To the extent any applicable laws and regulations permit, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with any ReCoin, ReCube Account or redemption for rewards, unless due to our fraud, negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such negligence or wilful default.

This Clause shall continue after the cancellation of ReCoin or termination of ReCube Account or ReCoin Programme.

## **Miscellaneous**

46. We are not suppliers of any rewards redeemable under the ReCoin Programme. We do not accept any liability whatsoever relating to them. We are not responsible for any loss or damage arising from the consumption or use or quality of rewards redeemed or exchanged by you under the ReCoin Programme.

47. These terms and conditions apply to all benefits or rewards under the ReCoin Programme. If any such benefit or reward is also governed by the Special Terms and Conditions, the Special Terms and Conditions prevail over these terms and conditions to the extent of any inconsistency between them. We have the right to vary these terms and conditions and any other terms and conditions relating to the ReCoin Programme from time to time without prior notice.

48. You may contact us at [info@re3.world](mailto:info@re3.world) for enquiries, suggestions or complaints. Complaints will be dealt with according to our customer complaint handling procedures as may be revised from time to time.

49. ReCoin Programme will evolve over time and we may, at our sole discretion, change, amend, add to, vary, modify, or otherwise discontinue all or any part of the ReCoin Programme at any time without prior notice. We reserve the right to revise and amend any of these terms and conditions from time to time without prior notice and/or correspondence in this regard. If you continue to participate in the ReCoin Programme after we have posted updated terms and conditions, you agree to be bound by the updated terms and conditions. If you do not agree to be bound by such updated terms and conditions, you may not participate in the ReCoin Programme anymore.

50. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms or conditions will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

51. In case of any ambiguity, doubts or dispute arising out of or in connection with any of these terms and conditions or any communications (whether written or oral), our decision shall be final and conclusive without assigning any reasons whatsoever.

52. No person other than you and us 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.

53. These terms and conditions are governed by and will be construed in accordance with the laws of Hong Kong Special Administrative Region, the People's Republic of China. You agree to submit any dispute arising from or in connection with these terms and conditions to the exclusive jurisdiction of the courts of Hong Kong.

54. The English version of these terms and conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these terms and conditions is for reference only.