# Sanrio Fans Club 之會員條款及細則

- 1. 本條款及細則是所有 Sanrio Fans Club 會籍申請者("申請者")或其現有會員(被視為已閱讀、同意及接受所有條款及細則)(統稱"會員")與瑞華行發展有限公司("我們"/"瑞華行")就Sanrio Fans Club 之會員優惠計劃("計劃")的協議。本條款及細則於2021年7月1日起生效·會籍年度亦於同日或會籍申請獲得批核後生效(以較遲者為準)·並會於2022年6月30日屆滿("2021-22會籍年度")。瑞華行可隨時且在無須通知的情況下更改、修訂、修改、增加及/或取消任何部分之條款及細則·瑞華行將於以下網址:
  - http://www.danielgifts.com.hk/personaldatapriv acy.pdf 刊登有效之條款及細則 $\cdot$ 會員應定期查閱。
- 2. 會籍分為 2 類:普诵會員和 VIP 會員。普诵會 員申請者須在 2021-22 會籍年度於 Sanrio Gift Gate 香港或澳門任何一間實體( "Sanrio Gift Gate" )分店購物滿 HKD 160/ MOP 160(折實價 及單一發票計算)及繳付會費 HKD 50/ MOP 51.5 以申請會籍。如在 2020-2021 會籍年度已成為 普通會員, 並在 2020-21 會籍年度於 Sanrio Gift Gate 累積購物滿指定金額便會於 2021-2022 會 籍年度不須購物便會自動被邀請申請成為 VIP 會員。另外,2021-22 會籍年度之會員如在 2021-2022 會籍年度會員積分已經累積達 10.000 分,會被自動邀請申請成為 2022-23 會 籍年度 VIP 會員。所有申請者須於申請會籍時 提供一個手提電話號碼及出生月份,而每一個 登記之手提電話號碼,只能獲批一個會藉。有 關瑞華行處理個人資料之政策,請參閱《收集 個人資料聲明》。申請者將於成功申請後獲配 會員編號。申請者須登入網址 https://www.danielgifts.com.hk 並填寫其個人資 料以完成申請程序。瑞華行擁有批核會籍之唯 一及絕對酌情權,並可拒絕任何申請而毋須提 供理由。
- 3. Sanrio Fans Club 會籍屬個人擁有·每名會員將獲發 Sanrio Fans Club 會員證("會員證")—(1) 張。會員證只供該會員使用·不得轉讓或授權他人使用·及不可與其他優惠、推廣活動或折扣同時使用。會員優惠亦不適用於公價、特價及訂購貨品。

- 4. 會員證有效期至 2022 年 6 月 30 日。受制於本條款第 2 條(或本會員條款及細則之日後任何修訂)·會員在會籍屆滿後須繳付會費及登入網址https://www.danielgifts.com.hk 申請續會以享會員優惠。
- 5. 會員於付款前必須出示有效之會員證·方可享 有各種會員優惠(包括但不限於生日月份優惠 及以積分換取現金優惠券等)。
- 6. 會員之生日月份優惠僅供該會員於當月使用· 如申請者入會時已超過其生日月份·其生日月 份優惠將不獲補發。
- 7. 會員證屬瑞華行擁有,會籍被終止或在瑞華行的要求下該會員必須交還會員證。若會員不正當使用會員證或會員優惠,瑞華行有權隨時終止或暫停其會籍及/或撤回有關優惠。
- 8. 會員證如有遺失、被竊、損毀或塗改、該會員 證將即時失效、相關的會籍亦將自動終止。瑞 華行不會因會員遺失會員證而引致的任何損失 負上任何責任。會員需填寫表格及繳付行政費 用以補領會員證明文件及恢復其會籍。
- 9. 會員可隨時以書面通知瑞華行終止會籍·並須 同時交還有關會員證。已繳付之會費及/或補領 會員證明文件費用將不獲退還。
- 10. 若會員作出任何不恰當或欺詐行為·或錯誤使用計劃的優惠及/或獎賞·或違反任何本條款及細則·瑞華行有權即時或隨時終止其會籍及/或撤回有關優惠。為保障會員之利益·我們可能會要求會員出示身份證明文件以核對身份。
- 11. 如對本條款及細則或使用會員證有任何爭議· 瑞華行保留最終決定權。
- 12. 瑞華行將按《收集個人資料聲明》收集、使用 及保留申請者及會員之個人資料。申請者或會 員申請會籍前應細閱本條款及細則及《收集個 人資料聲明》,透過向瑞華行申請會籍即代表 申請者或會員同意接受本條款及細則之約束並 同意瑞華行按《收集個人資料聲明》使用其之 個人資料。若不同意本條款及細則或使用其之 個人資料,申請者或會員不應再繼續該會籍及/ 或以書面方式向我們撤回同意。
- 13. 本條款及細則受香港特別行政區法律管轄‧並 依香港特別行政區法律詮釋。

- 14. 本條款及細則無意以任何方式限制消費者在消費者保護法例下的權利。如本條款及細則的任何部分被法庭裁定為無效,或由於任何原因而不能執行,該部分將被視為予以剔除,而不會影響其餘部分的有效性及執行性。
- 15. 本條款及細則以最後生效日期的版本為準。如 條款及細則的中文及英文版本有差異. 須以英 文版本為準。

# 收集個人資料聲明

瑞華行尊重並致力保障客戶的個人資料免被竄改、盜用或在未經授權下被公開。本聲明旨在向閣下闡釋收集閣下個人資料的原因、資料的擬定用途、可能獲得資料的有關方,以及提供有關查閱、檢視及更正個人資料的方法。

## 收集閣下個人資料的原因

閣下提供個人資料與否純屬閣下的個人意願,閣下可選擇不向我們提供申請表格上所需的資料,惟這可能會導致我們未能處理閣下的會籍申請及提供服務。透過向我們申請會籍即表示閣下已同意我們根據本聲明收集及使用閣下的個人資料。

# 個人資料的擬定用途

閣下的個人資料乃用於以下用途:(i) 處理、跟進及審核閣下的會籍申請;(ii) 處理有關會籍及會員事務的日常運作;(iii) 處理、核實、回應及跟進閣下的意見、查詢及/或投訴;(iv) 向閣下寄發有關該會的資訊及活動作直接促銷;(v) 觀察及評核我們向閣下提供的產品及/或服務的質素·包括進行電話錄音;(vi) 進行內部業務統計及市場調查;(vii) 協助執法部門或監管機構調查及符合法例規定;(viii) 與上述任何目的直接有關的用途。有關我們使用閣下個人資料作直接促銷、請參閱以下章節。

### 使用個人資料作直接促銷

我們擬用閣下的姓名、電話號碼及/或電郵地址作宣傳或市場推廣之用、包括向閣下寄發(i) Sanrio Gift Gate/ Sanrio Gift Gate/ Sanrio Gift Gate Online shop 之所有產品及服務之宣傳資料、以及(ii)我們之附屬公司、關聯公司和業務合作夥伴之服務及產品之宣傳資料包括:餐飲;食品零售;教育;美容;旅遊;寢具;獎賞/年資獎勵/優惠計劃;慈善/非牟利用途作直接促銷。就前述用途使用閣下的個人資料前、我們必須先取得閣下的書面同意、並僅會在取得閣下的書面同意後方進行相關之直接促銷。如閣下同意我們

# 可能獲得資料的有關方

我們致力確保閣下的個人資料受到安全的保護,我們亦採取適當的措施確保閣下的個人資料不會未經授權或意外地被他人取得或處理。倘就符合收集個人資料用途及/或作直接促銷用途而披露屬必須時,我們或會將閣下的相關個人資料提供予我們的附屬公司、關聯公司、代理機構、承辦商或服務們屬公司、代理機構、承辦商或服務時間不會,包括提供行政、電訊、技術或專業服務的支援及服務。前述之公司或人士在履行上述職務時所有限方亦已向我們承諾遵守保密責任。我們亦將採取一切可行的步驟確保閣下個人資料只會被有需要履行其職務的僱員或人士取得及處理。我們只會被有需更履行其職務的僱員或人士取得及處理。我們只會被有需要履行其職務的僱員或人士取得及處理。我們只會被有需要

### 查閱個人資料的權利

閣下有權向我們核實、查閱、更正或查詢我們是否 保存閣下的個人資料。根據有關法例‧我們有權為 辦理任何個人記錄的查詢要求收取合理費用。倘若 閣下要求查閱或更正個人資料或有相關的其他要 求‧請按以下地址或電話號碼與我們聯絡:

# Sanrio Gift Gate 市場部 (資料保障主任)

瑞華行發展有限公司

地址:香港新界青衣長達路 14 至 20 號偉力工業大

厦 B 座 11 樓 7 至 10 室

電話: 2149-8676 傳直: 2433-1970

電郵: sanrio fans club@hellokitty.com

中文譯本僅供參考·文義如與英文版本有歧異·概以英文版本為準。

《Sanrio Fans Club 之會員條款及細則》及《收集個人 資料聲明》 英文版本可於網上瀏覽: http://www.danielgifts.com.hk/personaldataprivacy.pd

2021年7月版

#### SANRIO FANS CLUB TERMS AND CONDITIONS

- 1. These terms and conditions form the agreement between all applicants ("Applicant") or the existing members (who are deemed to have read, agreed and accepted all of these terms and conditions)( collectively "Members") of Sanrio Fans Club and D & G Development Limited ("we"/"us"/"D&G") in relation to the Sanrio Fans Club membership program ("the Program"). These terms and conditions are effective on 1 July 2021 or the date upon which the membership application has been approved, (whichever is the later) and expires on 30 June 2022 ("2021-22 Membership Year"). D&G may, at its absolute discretion and without any notice, change, amend, modify, add and/or remove any of these terms and conditions at any time. D&G publishes the latest version of terms and conditions at the following website: http://www.danielgifts.com.hk/personaldataprivacy. pdf and Members shall check for the most updated version regularly.
- 2. Membership has been divided into 2 classes: Ordinary Member and VIP Member. Applicant for Ordinary Membership of 2021-22 Membership Year could apply upon purchase of HKD 160/ MOP 160 (net amount and in one receipt) at any Sanrio Gift Gate physical shops in Hong Kong or Macau ("Sanrio Gift Gate") and payment of HKD 50/ MOP 51.5 membership fee. If one was an Ordinary Member of 2020-2021 Membership Year and had accumulated purchase at a prescribed amount at Sanrio Gift Gate during 2020-21 Membership Year, he/she will be invited to apply for VIP membership for 2021-22 Membership Year automatically. Further, any Member of 2021-22 Membership Year who have accumulated 10,000 membership points during the 2021-22 Membership Year shall automatically be invited to apply for VIP membership of 2022-23 Membership Year. Applicant shall provide his/her mobile number and birth month upon application and one membership shall be granted for each registered mobile phone number. Please refer to the "Personal Information Collection Statement" for our policy in handling personal data. A membership number will be prescribed to each successful Applicant. New applicant shall log in to following https://www.danielgifts.com.hk and provide his/her personal data to complete the application. We have the sole and absolute discretion in accepting or rejecting any applications, with or without reason provided.
- 3. Membership is personal to that Member, each Member will receive a Sanrio Fans Club membership card. Membership card is not transferable. Member's entitlements under the Program shall only be enjoyed and utilized by that Member, and cannot be used in conjunction with any other discounts, promotional or special offers. Further, Member's benefits are not applicable to fixed price items, discounted items and ordering of items.

- 4. Membership shall expire on 30 June 2022. Subject to clause 2 herein (or its any subsequent amendments), Members shall, after expiration, pay membership fee and apply for membership renewal by logging in to the following website: https://www.danielgifts.com.hk.
- To enjoy Member's benefits (including without limitation birthday offers and cash coupons redemption), Members must present their valid Membership Cards.
- Birthday offers are available in Member's birth month only. Any new Members whose time of application past due their respective birth months will not be able to enjoy their birthday offers.
- Membership Cards are the property of D&G and must be returned upon termination of membership or upon our request. Any misuse of Membership Card or Program's benefits may result in termination or suspension of membership and/or withdrawal of benefits.
- 8. Altered, defaced, damaged, lost or stolen Membership Card will cease to be valid and its corresponding membership shall be terminated accordingly. D&G shall not be liable for any loss or damage suffered by a Member arising out of or in connection with the loss of his/her Membership Card. Forms shall be completed and an administrative fee be payable for the reissue of Membership Card or relevant documentation and reinstatement of membership.
- Member may terminate his/her membership at any time by giving a written notice to D&G and returning his/her Membership Card. Fees paid for the application and/or reissue of Membership Card or relevant documentation are not refundable.
- 10. D&G may forthwith or at any time terminate the membership of a Member and his/her rights thereunder if that Member commits any misconduct or fraud, misuses the benefits and/or rewards under the Program, or is in breach of any of these terms and conditions. To safeguard the rights and benefits of the Member, we may request Member to produce their identification documents for verification purpose.
- 11. In the event of disputes arising out of the use of Membership Card or regarding these terms and conditions, D&G reserves its sole right of final decision.
- 12. D&G shall collect, use and retain the personal data of the Applicant and the Member in accordance with our Personal Information Collection Statement.

  Before submitting the application form to us, the Applicant or the Member shall peruse these terms and conditions as well as the Personal Information Collection Statement.

  By submitting application, the Applicant or Member indicates his/her willingness to be bound by these terms and conditions and his/her consent to our use of his/her personal data according to the Personal

- Information Collection Statement. If any Applicant or Member does not agree to these terms and conditions or our use of his/her personal data, he/she shall discontinue his/her membership and/or communicate his/her revocation of consent to us in writing.
- These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR.
- 14. These terms and conditions are not intended to limit in any way a customer's rights under consumer protection ordinances. If any part herein is deemed invalid, void or unenforceable by a court for any reason, such part shall be deemed severed and shall not affect the validity and enforceability of other parts.
- 15. These terms and conditions with the latest effective date shall prevail over previous versions. If there is any discrepancy between the English and the Chinese versions of these terms and conditions, the English version shall prevail.

#### PERSONAL INFORMATION COLLECTION STATEMENT

D&G respect and strive to protect the personal data of our valued customers from any unauthorized use, embezzlement or any unwarranted disclosure. This Statement explains the reasons behind the collection of personal data, its intended use, parties whom may have accessed to it, and provides you with ways to access and amend your personal data.

#### Reasons for collection of personal data

Provision of your personal data is voluntary, you can opt not to supply your personal data as required on the application form, though this may result in us failing to process your application and providing service. By submitting your application, you have indicated your consent to our collection and use of your personal data in accordance with this Statement.

#### Intended use of personal data

You personal data may be used for the following purposes: (i) processing, handling and reviewing your application; (ii) administration and operation of membership; (iii) processing, handling, verifying and responding to your inquiries, opinion and/or complaints; (iv) delivering to you members' newsletter and products information by way of direct marketing; (v) monitoring and assessing our products and/or services provided, include recording any telephone conversation; (vi) conducting survey and/or market research; ; (vii) assisting in the enforcement actions by law enforcement agents or regulators and in compliance with laws and regulations: and (viii) other purposes directly related to any of the above. In relation to our policy on using your personal data for marketing purposes, please see the following section.

### Use of personal data for Direct Marketing

We intend to use your name, telephone number, and/or e-mail address for promotional or marketing purposes, including sending you promotional materials and

conducting direct marketing of all products and services from (i) Sanrio Gift Gate/Sanrio Gift Gate Online shop; (ii) our subsidiaries or affiliates or our business partners on: catering, food and beverages, education, health and beauty, travel, bedding, reward, loyalty or privilege program and charitable/non-profit making purpose. Before using your personal data for the aforementioned purposes, we shall obtain your written consent and shall only so use your personal data after having obtained your written consent. In case you agree with the proposed use of your personal data, we will not share your data with our subsidiaries/ affiliates or these business partners, instead we or our authorized agents will disseminate direct marketing materials to you on their behalf. For further details of our authorized agents, please refer to the following section "Parties whom might have access to your personal data". If at any time you wish to withdraw your consent, please notify us in writing to the correspondence address, by e-mail to the designated e-mail address as provided in the section entitled "Right of access to personal data" or by logging in to the following website: https://www.danielgifts.com.hk. For the avoidance of doubt, even if you have never provided your consent or your consent has been revoked, unless you state your preference expressly, we will still use your personal data for administrative purpose (including items (i) to (iii) in the foregoing section entitled "Intended use of personal data") and contact you accordingly.

## Parties whom might have access to personal data

We are committed to protecting and ensuring the security of your personal data, and we also adopt appropriate measures to safeguard your personal data and prevent any unauthorized or accidental access thereto. Where disclosure of personal data is necessary to attain the purposes of collection thereof and/or direct marketing, we may provide your personal data to our subsidiaries, affiliates, agents, contractors or third party service providers (in or outside of Hong Kong) to perform a variety of functions, including providing administrative, telecommunications, technical or professional services and support. These parties shall only use such personal data for the purpose of performing these functions and they are undertaken to protect the confidentiality and security of such data. We also take all reasonable steps to limit access to and use of your personal data by those of our employees or individuals who have a legitimate need for such data in the performance of their job responsibilities. Your personal data will only be retained by us for as long as is necessary to achieve the purposes stated herein or is permitted by law.

# Right of access to personal data

You have the right to verify, check, correct your personal data or inquire if we retain any part thereof. Under applicable law, we have the right to charge a reasonable fee for the processing of any data access request. If you would like to update or correct your personal data or make any other relevant requests, please contact us at:

Sanrio Gift Gate Marketing Department (Data **Protection Officer)** 

D & G Development Limited

Address: Rooms 7-10, 11/F, Block 'B', Vigor Industrial Building, Nos. 14-20 Cheung Tat Road, Tsing Yi, New

Territories, Hong Kong Telephone: 2149-8676 Fax: 2433-1970

Email: sanrio\_fans\_club@hellokitty.com

In case of discrepancies between the English and the Chinese versions, the English version shall prevail.

1 July 2021 version