

## Terms and Conditions of the BowtiePoint Program

BowtiePoint Program (“**Program**”) is a program offered by Bowtie Life Insurance Company Limited (“**Bowtie**”, “**we**” or “**us**”) to the holders of or insured persons under our insurance policies (“**you**”). By using any of the points acquired under this Program (each point known as a “**BowtiePoint**”), you unequivocally agree to be bound by the following terms and conditions (“**Terms**”).

### 1. Using Your BowtiePoint

- 1.1. You may request to use your BowtiePoint to redeem vouchers, services, goods or other items specified by us from time to time (each a “**Benefit**”) provided by our partners (each a “**Partner**”) or by us. We have the sole discretion to:
  - 1.1.1. require payment (in addition to the use of BowtiePoint) for the redemption; and
  - 1.1.2. accept or refuse your redemption request without providing any reasons.
- 1.2. If we accept your redemption request:
  - 1.2.1. the redemption request will be irrevocable;
  - 1.2.2. the required BowtiePoint for the Benefit will be deducted from your BowtiePoint account (“**Account**”); and
  - 1.2.3. we will issue a redemption notice to you (“**Redemption Notice**”).
- 1.3. Your redemption requests will be cancelled automatically if the balance of BowtiePoint in your Account is insufficient for the requested redemption or if you fail to pay (if so requested) for whatever reason. In the event of redemption request cancellation, we will not charge any BowtiePoint and/or money.
- 1.4. You can monitor the balance of your BowtiePoint and check other information of your Account by logging on to our designated portal (“**Portal**”).
- 1.5. All Benefits are subject to availability and redemption terms and conditions specified by us from time to time. We have the sole discretion to discontinue or change a Benefit at any time without prior notice.
- 1.6. Benefits in the form of physical goods or services must be collected or used at the locations specified in the Redemption Notice.
- 1.7. Benefits must be collected on or before the earlier of:
  - 1.7.1. the date specified in the Redemption Notice;
  - 1.7.2. if the BowtiePoints you use to redeem a Benefit is granted by us under an insurance policy issued by us, the end of the policy year of that insurance policy.

If you fail to collect a Benefit on or before the above date for whatever reason, the Benefit will be forfeited and we will not return to you the BowtiePoint used and/or payment made for the redemption of the Benefit. This also applies if the Redemption Notice is undeliverable for whatever reason attributable to you including your failure to provide an updated email address or a correct delivery address.

- 1.8. Benefits cannot be exchanged for cash.
- 1.9. You must not use BowtiePoints or the Benefits for illegal, fraudulent or abusive purposes, in any manner that is inappropriate or likely to offend others. We may take steps to verify the responsible use of your BowtiePoints.

## **2. Providing Information to Us and the Partners**

- 2.1. You must answer all our and the Partners' questions honestly and ensure that all information you provide is true, complete, accurate and not misleading. You must provide us and the Partners with all information including any medical conditions that might be relevant to the Benefits before you use them.
- 2.2. If you provide information to us that comes from a third party (such as a receipt issued by a third party medical service provider) or if you arrange a third party to provide information to us (such as arranging a third party doctor to provide your medical history to us), that third party must not be related to you and must not have any interest that may conflict with ours and the Partners' in providing that information.
- 2.3. If you do not provide the information that we or any of the Partners require, you will not be able to use the Benefits and we will not return to you the BowtiePoints used and/or payment made for the redemption of the Benefit.
- 2.4. You may be required to provide certain information online. No data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit online whether via our website, the Portal or the Partners' websites. Any information which you provide via the internet is provided at your own risk.

## **3. BowtiePoint Expiry or Forfeiture**

- 3.1. BowtiePoint are valid for the period specified in the Portal. Unless otherwise specified in the Portal, in normal circumstances, that period is the policy year of the insurance policy pursuant to which we grant you the BowtiePoints.
- 3.2. BowtiePoint that are not used within the validity period will be expired, forfeited and removed automatically from your Account upon expiry.
- 3.3. Apart from showing the relevant information in the Portal, we are not required to notify you of the expiration date of your BowtiePoints or the number of BowtiePoints due to expire in your Account.
- 3.4. Suspected or actual fraud or abuse relating to the acquiring or use of BowtiePoint and/or redemption of Benefits may result in immediate forfeiture of all BowtiePoint without notice.

#### **4. Disclaimers**

- 4.1. We have the absolute discretion to unilaterally modify, without notice, the mechanism of acquiring or using BowtiePoint.
- 4.2. BowtiePoint have no monetary value and are not redeemable for cash in any circumstances.
- 4.3. We have the sole discretion to forfeit your BowtiePoint at any time without notice.
- 4.4. You use our website and the Portal at your own risk and you are solely responsible and liable for any damage or loss to you or any other party resulting from your use of our website or the Portal.
- 4.5. All contents of our website and the Portal are provided on an "as is" or "as available" basis.

#### **5. Partners**

- 5.1. Some Benefits are provided by the Partners. If you use a Benefit from the Partners or otherwise interact with them, you:
  - 5.1.1. agree to the Partners' terms and conditions applicable to the Benefit and must comply with those terms;
  - 5.1.2. consent to disclose your personal and sensitive information by us to the Partner and vice versa;
  - 5.1.3. do so at your own risk;
  - 5.1.4. agree that any Benefits you obtain from the Partners are supplied directly by the Partners and not us; and
  - 5.1.5. must resolve any issues relating to the Benefits directly with the Partners and not us.
- 5.2. We are not responsible or liable for and we do not guarantee, endorse or recommend:
  - 5.2.1. any of the Partners' qualifications or expertise;
  - 5.2.2. any of the Partners' actions, including whether the Benefits are merchantable or fit for any particular purpose or provided with due care and skill;
  - 5.2.3. any information or advice provided by any of the Partners or through the Program;
  - 5.2.4. any of the contents of the Partners' websites or other platforms; and

5.2.5. the availability of any of the Benefits from the Partners.

## **6. Our Liabilities**

6.1. We shall not be liable in any situation resulting in the loss of data, information or your BowtiePoint. Our decisions on any disputes relating to BowtiePoint and to the Benefits directly provided by us shall be final and binding.

6.2. In respect of Benefits provided by the Partners:

6.2.1. we shall not be responsible for any claims, losses, costs, expenses or damages of whatever nature resulting from the redemption or use of such Benefits;

6.2.2. all queries including on product warranties shall be raised with the relevant Partner directly;

6.2.3. any dispute concerning the Benefits (quality or otherwise) shall be settled between you and the relevant Partner; and

6.2.4. we shall not be liable for any warranty or quality issues.

6.3. We make no express or implied representation or warranty:

6.3.1. as to the title, accuracy, completeness, currency, quality, merchantability or fitness of the BowtiePoint, Benefits or any information, content, materials, goods and/or services provided or performed in relation to them;

6.3.2. that there will be no infringement of third-party rights, title, and / or protection against computer virus by using our website, the Portal, BowtiePoint, and / or redeeming Benefits; and

6.3.3. that the use of our website, the Portal, BowtiePoint, and / or redemption of Benefits will be uninterrupted, error-free, secure, timely or available, and / or that any error or malfunction will be rectified.

## **7. Use at Your Own Risk**

7.1. You use the Benefits at your own risk. The Benefits available through this Program and the information and materials provided to you by us or the Partners through this Program may not be suitable for everyone. You must use your best endeavours to ensure your own safety while using the Benefits and to avoid harm to yourself.

7.2. This Program does not constitute medical advice and is not a substitute for medical advice or treatment. You should consult your doctor or the appropriate professionals independent of us in relation to your personal circumstances including any health or medical condition prior using any of the Benefits. Information and materials provided to you through this Program may not be based on the most recent findings or developments and are not specifically tailored for any particular person. There could be health and wellness research that could render the information provided by or through us or our Partners obsolete or in other ways not applicable. You must not

disregard or change any treatment your doctor or other health professionals recommends to you as a result of the use of a Benefit without first consulting that doctor or health professional.

## **8. Changes to this Program**

8.1. We have the sole discretion to, in whole or in part, with or without notice, at any time unilaterally:

8.1.1. change any aspect of the Program including these Terms; and

8.1.2. terminate, suspend, cancel or revoke this Program.

8.2. Any revisions of these Terms shall be effective as at the date of publication on the Portal. By continuing to use BowtiePoints, you unequivocally accept the applicable terms and conditions as amended from time to time.

## **9. Intellectual Properties**

All rights, title, interest, copyright, trademark rights, domain names, design rights, goodwill and any other intellectual property rights anywhere in the world (of any kind whatsoever) subsisting our website, the Portal, this Program and any information, content, materials goods and/or services provided or performed in relation to them, are owned by us and/or our licensors. You shall not obtain any rights, title or interests in them, and shall not modify, copy, rent, lease, loan, sell, distribute or create derivative works based on them (either in whole or in part).

## **10. Severance**

If any of these Terms is held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms were made without the invalid, illegal or unenforceable term.

## **11. Entire Agreement**

These Terms, our Privacy Policy available at our website, and any other terms and conditions applicable to the BowtiePoint referred to herein and/or posted on our website and the Portal, contain the entire agreement concerning this Program between you and us.

## **12. Waiver**

A failure or delay by us to exercise any right or act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated in it.

## **13. Assignment**

13.1. Your BowtiePoints are for your personal use only and are not transferrable. Without limiting this:

13.1.1. you must not provide or give to any other person, or allow any other person to use, any of your BowtiePoints or your redeemed Benefits unless specifically permitted by us and the relevant Partner;

13.1.2. you must take reasonable steps to ensure that no one else uses any of your BowtiePoints or your redeemed Benefits unless specifically permitted by us and the relevant Partner;

13.1.3. you must not use any of your BowtiePoints or your redeemed Benefits for business or commercial purposes; and

13.2. We may transfer our rights and/or obligations to any third party without your consent or notice to you.

## **14. Third Party Rights**

The Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not under any circumstances apply to these Terms.

## **15. Law and jurisdiction**

These Terms will be governed by and construed in accordance with the laws and prevailing regulatory requirements of the Hong Kong Special Administrative Region.

## **16. Language**

These Terms are written in the English language and may be translated into Chinese or any other languages. If there is any inconsistency between the English version and any translated version, the English version shall prevail.

## **17. How to Contact Us**

If you have any questions about these Terms, please contact us at [cs@bowtie.com.hk](mailto:cs@bowtie.com.hk)