



## 1. 成為 BowtieGo 會員

### 1.1. 歡迎

歡迎使用 “BowtieGo”，一項由保泰人壽保險有限公司（「保泰」或「我們」）推出的會員計劃，享用由我們及合作夥伴提供的一系列健康產品和服務。你可以在我們的網站上找到有關產品和服務。

BowtieGo 由保泰管理和提供。以下條款及細則列出了管理本會員計劃的規則（「本計劃」及「本條款及細則」）。在我們尋求繼續改進該計劃的同時，我們會不時自行決定更改本條款及細則。請注意：這是一個會員計劃，而不是保險合同。

加入 BowtieGo 即表示你已閱讀，完全理解並同意遵守本條款及細則。在申請加入計劃之前，你必須閱讀本條款及細則。本條款及細則包含重要資料。如果你有任何疑問，請發送電子郵件到 [cs@bowtie.com.hk](mailto:cs@bowtie.com.hk) 或致電 30088123。我們樂意為你提供協助。

### 1.2. 加入資格

你必須滿足以下所有條件，才能申請加入 BowtieGo：

- 你收到了我們或我們不時指定合作夥伴的邀請；
- 你持有有效及獨有的電子郵件地址和聯繫電話；
- 你居住在香港；
- 你已年滿 18 歲；
- 你以個人名義申請（而不是公司或信託或任何其他機構）；及
- 你符合我們不時加施的所有其他標準或條件。

儘管有上述規定，我們有權自行決定是否接受你的申請。

### 1.3. 如何加入

你可以通過我們的網站申請加入 BowtieGo。一旦成功申請，我們將向你發送確認電郵。





我們可自行決定向不同會員分配不同的會員資格，而不同的會員資格會附帶不同權利和責任。例如，有些會員可能會比其他會員能獲取更多的資訊；有些會員可能需要支付某項會費，而另一些會員則不需要。當你申請加入 BowtieGo 時，我們會告知你有關建議會員資格，由你自行決定是否繼續提出申請。如果你提出申請，即表示你同意接受建議中的所有條款及其他細則。無論如何，我們有權自行決定是否接受你的申請。

如繼續成為 BowtieGo 的會員，即表示你明確同意不時修改的條款及細則，且修改後的條款及細則適用於你的會員資格。

你可以在我們的網站、Web 應用程式或移動應用程式的 BowtieGo 會員網站（統稱為「會員平台」）查看你的會員資格。由於可能會牽涉收取會員費，而會員費有可能由第三方代為收取，請查看會員平台以獲取詳細資料。

每人同時只能擁有一個會籍。

#### **1.4. 續會**

每個會期為一年，第一個會期從你成為 BowtieGo 會員的第一天開始。如果你從未在一個會期內使用會員優惠，該優惠不可延續至下個會期而且你將喪失該優惠。

如果你希望繼續成為 BowtieGo 的成員，則必須每年續訂你的會員資格。我們會在會期屆滿 30 天前向你發送續會通知。如果你不續訂會員資格，則會在到期日失去 BowtieGo 會員資格。如果你申請續會，我們有權自行決定是否接受。

#### **1.5. 變更你的會員資格**

我們有權自行決定不時向你提供不同的會員資格選項，由你自行決定是否根據我們的建議申請變更會員資格。如果你申請變更會員資格，即表示你同意接受建議中的所有條款及其他細則。無論如何，我們有權自行決定是否接受你的會員資格變更。

## **2. 福利**





## 2.1. 使用福利的權利

BowtieGo 向其會員提供一系列福利，例如獲取或使用保健產品和服務。我們可自行決定你是否  
有權使用任何福利。你可以在會員平台上查看你的權利的詳細資料。

有關福利由我們或任何我們指定的合作夥伴提供，而每項福利都可能受其他條款及細則約束。如  
果你選擇使用一項福利，則受該項福利的附加條款及細則約束。如果本條款及細則與附加的條款  
及細則有任何不一致之處，則以後者為準。

我們可以隨時在作或不作通知的情況下，自行決定撤回、暫停或修改任何福利。

## 2.2. 保險利益

BowtieGo 可能與某些保險利益有關。保險利益可能是免費的，也可能需要繳納保費。如果你的  
會籍有相關的保險利益，你將需要與我們另外簽訂保險合同。如果本條款及細則與該保險合同的  
條文有任何不一致之處，則以後者為準。

如果你的會員資格有相關的保險利益，而你選擇終止與我們的保險合同，我們可以單方面決定撤  
回、暫停或修改你的 BowtieGo 會籍。

## 3. 使用你的會籍

### 3.1. 領取福利

你可以按照會員平台或我們與你的通訊中查看和索取你有權獲得的福利。

如果你不採取行動領取某些福利，則某些福利可能會過期。若在我們指定的時間內你未採取行動  
以領取福利，則可能會失去獲得該福利的權利。

### 3.2. 你的選擇





BowtieGo 提供一系列服務和產品，你可以自行決定使用與否及使用哪些服務和福利。

### 3.3. 會員平台

會員平台的使用受本條款及細則以及我們網站的使用條款和我們的隱私政策所約束。它們的最新版本可在我們的網站上找到。

會員平台可能會不時無法提供服務，就無法使用會員平台、會員平台不可靠及通過其顯示的資料的任何方面，我們不承擔任何責任。

### 3.4. 你可能需要就產品或服務支付費用或簽訂合同

為了領取某些福利並使用某些服務或產品，除了 BowtieGo 會員費（如有）之外，你可能還需要額外付款。例如，在某些情況下，你可能需要聘請一位我們的合作醫生來完成服務，而即使你已支付 BowtieGo 會員費（如有），你仍可能需要就此付費。你可以在會員平台和/或我們的合作夥伴的網站上查看相關資料，而你在選擇使用福利、服務或產品之前，將會傳達這些資料給你。

在某些情況下，你可能需要與我們的合作夥伴簽訂合同，方能領取某些權利或使用某些服務或產品。我們不會成為你與我們的合作夥伴之間任何的合同的一方，並且對該合同不承擔任何責任。

### 3.5. 向我們及我們的合作夥伴提供資料

你必須按我們及我們的合作夥伴的要求，提供你的 BowtieGo 會員編號（以 QR 碼的形式）和其他個人資料，才能領取你的福利。

你必須誠實地回答我們及我們的合作夥伴的所有問題，並確保你提供的所有資料都是真實、完整、準確和無誤導。在使用福利、服務或產品之前，你必須向我們及我們的合作夥伴提供所有可能與福利、服務或產品有關的資料，包括任何醫療狀況。

如果你向我們提供來自第三方的資料（例如由第三方醫療服務提供者開發的收據），或者你安排第三方向我們提供資料（例如安排第三方醫生向我們提供你的病史），則該第三方不得與你有任何關係，也不得與我們及我們的合作夥伴就提供該資料有任何利益衝突。





如果你沒有提供我們或任何我們的合作夥伴所需的資料，則你將無法使用服務或產品或獲得福利。

你可能需要透過互聯網提供一些資料。網絡傳輸的數據安全是不能絕對保證的。我們不保證你通過會員平台或合作夥伴網站在線傳輸的任何資料的安全性。你需要自行承擔通過互聯網提供的任何資料所衍生的安全風險。

### **3.6. 我們可以驗證你提供的資料**

我們可以採取步驟來驗證你提供給我們的資料，包括與你提供給我們的資料中提述的人員（例如醫生）聯繫。你同意他們與我們討論你並向我們披露你的個人資料（包括敏感資料和病歷）。我們也可能會要求你提供更多資料或證據，以驗證你提供給我們的資料。

### **3.7. 福利可能不能使用**

有些服務或產品可能會不時不能使用，或因為你身處某些地區或不屬某些年齡層而不能使用。如你因以上限制而不能使用任何服務或產品，我們將不承擔任何責任。

### **3.8. 使用的後果自負**

你需要自行承擔使用服務或產品的風險。通過 BowtieGo 提供的服務或產品以及通過 BowtieGo 提供給你的資訊和材料可能並不適合所有會員。你在使用服務或產品時必須盡力確保自己的安全並避免對自己造成傷害。

### **3.9. 尋求獨立意見**

BowtieGo 是一個會員計劃。它不構成醫療建議，並且不能替代醫療建議或治療。在加入 BowtieGo 或使用任何服務或產品之前，你應就你的個人情況（包括任何健康或醫療狀況）諮詢醫生或獨立於 BowtieGo 的適當專業人員。





通過 BowtieGo 提供給你的資訊和材料可能不是基於最新的發現或研究，也不是為任何特定的人度身訂造的。可能有健康研究，使通過我們或我們的合作夥伴提供的資料過時或因其他原因不適用。

在未事先諮詢該醫生或專業健康人員的情況下，不得因使用 BowtieGo 的服務或產品而忽視或更改醫生或其他健康專業人員向你推薦的任何治療方法。

### 3.10. 他人使用

你的會籍僅供你個人使用，不能轉讓。除此以外：

- 除非該服務、產品或福利的條款及細則明確允許，否則你不得提供或贈予任何其他人，或允許任何其他人使用該服務、產品或福利；
- 你必須採取合理步驟，以確保沒有其他人使用你的 BowtieGo 會籍，除非該服務，產品或福利的條款及細則明確允許；及
- 你不得將 BowtieGo ( 以及其中可用的任何服務、產品和福利 ) 用於商業目的。
- 我們可以單方面決定允許你的受養人在以下情況下使用福利：
  - 你已按照我們的要求提供了受養人的個人資料和其他信息，並在獲取該資料時遵守所有法律和法規，包括《個人資料(私隱)條例》( 香港法律第 486 章 ) ；
  - 你的受養人有能力按照本條款及細則公平，負責任地使用福利；
  - 你承諾對 Bowtie 及其所有董事，僱員和承包商進行彌償，如你的受養人使用福利或違反條款及細則所引起的或與之相關的任何索償，損失，傷害，成本，任何性質的費用或其他責任；
  - 你已向你的受養人解釋，而你的受養人亦充分理解，通過申請你的受養人福利的使用資格，你和你的受養人將被視為接受並同意條款及細則，儘管你的受養人不是 BowtieGo 會員而我們對你的受養人沒有任何義務。

### 3.11. 負責任地使用你的會員資格





你不得將你的會籍用於非法目的或以任何不適當、可能冒犯他人或欺詐的方式使用。我們可能會採取措施來驗證你是否以負責任的方式使用會籍。

### 3.12. 沒有保證

對於我們或我們的合作夥伴根據本計劃提供的資料的完整性、準確性、可靠性、適用性或時效性，我們不作任何明示或暗示的陳述或保證。

### 3.13. 不能兌換現金

本計劃和會籍下的福利沒有現金價值，不能兌換現金。

## 4. 合作夥伴

### 4.1. 我們的合作夥伴

部分產品和服務由我們的合作夥伴提供。

如果你使用我們合作夥伴提供的產品或服務或與他們進行其他互動，則你：

- 同意合作夥伴適用於產品或服務的條款及細則，並且必須遵守這些條款；
- 容許我們向合作夥伴披露你的個人和敏感資料，反之亦然；
- 自行承擔風險；
- 同意你從我們的合作夥伴獲得的任何產品或服務均由我們的合作夥伴而不是我們直接提供；及
- 必須直接與合作夥伴而非我們解決產品或服務的任何問題。

就以下事項，我們不承擔任何責任，並且我們不作出任何保證，認可或建議：

- 我們任何合作夥伴的資格或專業知識；
- 我們合作夥伴的任何行為、產品或服務，包括它們是否具可商售品質、適合任何特定目的或提供時是否行事謹慎；







- 我們任何合作夥伴提供或通過本計劃提供的任何資料或建議；
- 合作夥伴網站或其他平台的任何內容；及
- 我們任何合作夥伴是否可提供任何產品或服務。

## 5. 條款及細則變更

### 5.1. 計劃的變更

我們可以隨時，在作或不作通知的情況下，自行決定全部或部分：

- 更改 BowtieGo 的任何方面，包括其擁有權、管理、結構、會費、會員資格選項和會員級別、福利、產品和服務、規則、程序、參與條件、合作夥伴的身份和範圍、獎勵、折扣，資格要求和特點，包括本條款及細則以及在任何其他與本計劃有關的材料中所載的任何其他條款及細則；及
- 終止、暫停、取消或撤銷 BowtieGo。

本條款及細則的任何修訂將自會員平台上發布之日起生效。如繼續成為 BowtieGo 的會員，即表示你明確同意不時修改的條款及細則，且修改後的條款及細則適用於你的會員資格。

### 5.2. 由保泰終止

我們可以隨時在作或不作通知的情況下，自行決定全部或部分終止你的會籍。除此之外，我們可以在以下情況下終止你的會籍：

- 我們懷疑你將你的 BowtieGo 會籍用於非法目的或以任何不適當、可能冒犯他人或欺詐的方式使用；
- 你違反了本條款及細則；或
- 你的會員資格有相關的保險利益，而你選擇終止與我們的保險合同。

### 5.3. 由你終止

你可以通過在會員平台上通知我們以終止 BowtieGo 會員。你也可以在工作時間致電 3008 8123 或發送電子郵件給我們 [cs@bowtie.com.hk](mailto:cs@bowtie.com.hk)。我們收到你的通知後，你的會籍將持續到當前結算週期結束，並且不會在下一個結算週期中向你收費。







如果你選擇終止 BowtieGo 會籍，此舉不會終止你與任何第三方或的任何協議，義務或責任的履行。我們不會承擔任何通知該第三方的責任。

如果你在終止 BowtieGo 的會籍後希望再次申請會籍，我們可自行決定是否接受你的申請。

#### 5.4. 死亡時終止

如果會員死亡，其會籍也將自動終止。

#### 5.5. 終止計劃之後果

如果你的會籍基於任何原因終止：

- 你將不再有權使用任何福利、服務、產品或會員平台；
- 除按第 5.4 條規定的終止外，在終止之日你或我們根據條款及細則所享有的任何權利在終止後仍可繼續執行。
- 你與其他第三方（包括負責提供福利、服務、產品或代表我們收取會員費的合作夥伴）的權利和義務將在終止後仍然有效（如適用）。

### 6. 隱私權

#### 6.1. 你的隱私

你的隱私對我們非常重要。我們的網站上提供了我們的隱私政策，闡明了我們如何收集、使用、處理和披露你的個人資料以及其他重要資料。

本第 6.1 條提供我們如何就 BowtieGo 收集、使用、處理和披露個人資料的摘要。

我們出於以下目的處理和收集個人資料，包括管理你的會籍，提供本計劃的福利、產品和服務，我們的業務運營，出於統計、研究和報告目的以及我們的隱私政策中規定的其他目的。

通過向我們或其他代表（例如你的僱主）提供資料，或通過繼續與我們的關係或以其他方式與我們互動，即表示你已確認收到有關事項和同意相關收集、使用、披露和處理我們網站上的 Bowtie 隱私政策中所述的個人資料，而該資料會不時更新。





我們依靠提供給我們的個人資料的準確性。如果與你的會籍有關的任何你的個人資料不正確，已過期或不完整，我們將採取合理的步驟來更正該個人資料。如果你向我們提供有關他人的個人資料，則必須徵得他們的同意，以我們的隱私政策中所述的方式向我們提供他們的資料。

## 6.2. 披露你的資料，包括向我們的合作夥伴披露

我們可能收集你的個人資料，並將你的個人資料提供給我們的合作夥伴和其他 BowtieGo 活動和福利提供者。我們只會按執行本計劃所需而收集及提供個人資料（例如，如果你選擇進行一項活動或使用一項可用的福利）。除非您同意或法律允許，否則我們不會出於直接營銷目的將你的個人資料披露給我們的合作夥伴。

## 7. 法律

### 7.1. 不承擔責任

在任何情況下，包括因其疏忽行事或遺漏或因其管理層、僱員、董事、代理、顧問、承包商、合作夥伴或其他可能依法承擔責任的人的過失或作為，保泰均不對任何你、你的受益人或任何第三方因參與 BowtieGo 而承受的任何性質的賠償、損失、損害、成本、費用的索賠承擔責任。

你同意彌償保泰及其所有董事、僱員和承包商，並使他們所有人免於因使用 BowtieGo 或與之相關的任何性質的償賠、損失、損害、成本、費用或其他因使用 BowtieGo 或違反本條款及細則而產生的責任。

### 7.2. 適用法律

本條款及細則受香港特別行政區法律約束，並將根據其注釋。

我們致力避免與你產生分歧，並希望與你一起解決任何分歧。如有任何關於本條款及細則的爭議，分歧或索償，包括任何有關本條款及細則的存在、有效性、解釋、違反或因本合同引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的仲裁，並按照提交仲裁通知時有





效的《香港國際仲裁中心機構仲裁規則》最終解決。仲裁地應為香港，仲裁程式應按照英語來進行。

### **7.3. 可分割性**

如果本條款及細則的任何部分被具有管轄權的法院裁定為無效或不可執行，則該無效性將不影響任何其他部分的有效性或運作，而該無效部分應被視為與本條款及細則相分離。

### **7.4. 沒有第三方權利**

非 BowtieGo 會籍持有人（包括但不限於任何相關保險計劃下的任何會員的受益人），根據《香港法律（第 623 章）合約（第三者權利）條例》均沒有任何權利強制執行任何本條款及細則。

### **7.5. 英文版為準**

如果本條款及細則的中文及英文版本有任何不一致之處，則以後者為準。

### **7.6. 完整協議**

本條款及細則構成我們和你之間就此的完整理解和協議，並取代和消除以前與之相關的所有書面或口頭的協議，承諾，保證，擔保，陳述和理解。





## BowtieGo – Terms and Conditions

### 1. Becoming a BowtieGo Member

#### 1.1. Welcome

Welcome to "BowtieGo", a health and wellness membership program that provides you access to a range of products and services provided by us, Bowtie Life Insurance Limited ("Bowtie" or "we") and our partners. You can find those products and services on our website.

BowtieGo is administered, managed and distributed by Bowtie. The following terms and conditions set out the rules governing this membership program (the "Program" and its "Terms and Conditions"). As we seek to continue to improve the Program, we may change these Terms and Conditions from time to time at our sole discretion. This is a membership program and not an insurance contract.

By joining BowtieGo, you are deemed to have read, fully understand and agree to abide by these Terms and Conditions. You must read these Terms and Conditions before you apply to join the Program. These Terms and Conditions contain important information. If you do not understand them or have any questions, please email us at [cs@bowtie.com.hk](mailto:cs@bowtie.com.hk) or call 3008 8123. We are here to assist you.

#### 1.2. Who can sign up

You must meet the following criteria before you can apply to join BowtieGo:

- you have received an invitation from us, or our partners who we designate from time to time;
- you have a valid and unique email address and contact phone number;
- you reside in Hong Kong;
- you are a natural person (and not a company or trust or any other structures); and
- you have attained 18 years of age;
- you meet all of the other criteria or conditions that we may impose from time to time.

Notwithstanding the above, we have the sole discretion in determining whether we accept your application.

#### 1.3. How to sign up

You may apply to join BowtieGo through our website. If we accept your application, we will inform you through a confirmation email.

We may, at our sole discretion, assign different status to different members' membership with different rights and duties attached to the status. For example, some members may have access to more information than the others and some may need to pay certain membership fees while the others do not. When you apply to join BowtieGo, we will notify you of the membership status we propose to you and it is your own decision to decide whether to proceed with the application or at all. In the event you do make the application, you are deemed to accept all the terms of the proposal and all other conditions. In any event, we have the sole discretion in determining whether we accept it.

By continuing to be a member of BowtieGo, you unequivocally agree to the terms and conditions applicable to your membership status as amended from time to time.

You may check your membership status through the BowtieGo membership site that is hosted on our website, web applications and/or mobile applications (collectively, the "Membership Portal"). Since membership fees may apply and may be collected by third parties on our behalf, please check the Membership Portal for details.

You can only hold one membership at any one time.





#### **1.4. Renewals**

Each membership term is one year. The first term begins on the first day you become a BowtieGo member. If you do not use the membership benefits within a membership term, they will be forfeited and cannot be carried over to the next term.

If you wish to remain a member of BowtieGo, you must renew your membership every year. We will send you a renewal notice 30 days before the expiry date of a term. If you do not renew your membership, you will cease to be a BowtieGo member at the expiry date. In the event you do apply to renew your membership, we have the sole discretion in determining whether we accept it.

#### **1.5. Changing your membership status**

We may, at our sole discretion, offer you different membership status options from time to time, and it is your own decision to decide whether to proceed with applying for the membership status change based on our proposal. In the event you do apply to make a status change, you are deemed to accept all the terms of the proposal and all other conditions. In any event, we have the sole discretion in determining whether we accept your application to change your membership status.

### **2. Benefits**

#### **2.1. Entitlement to benefits**

BowtieGo offers a range of benefits ("Benefit(s)") to its members, such as access to health and wellness products ("Product(s)") and services ("Service(s)"). We have the sole discretion in determining your entitlement to any of the Benefits. You may check the details of your entitlement at the Membership Portal.

The party providing the Benefits may be us or any of our designated partners and each Benefit item may be subject to further terms and conditions. If you choose to use a Benefit, you will be bound by the additional terms and conditions applicable to that Benefit item. If there are any inconsistencies between these Terms and Conditions and those additional terms and conditions, the latter prevail.

We can, at any time, withdraw, suspend or amend any of the Benefits at our sole discretion, with or without notice.

#### **2.2. Insurance benefit**

Certain insurance benefits may be associated with BowtieGo. The insurance benefits may be free or may require a premium contribution. If there are insurance benefits associated with your membership, you will need to enter into a separate insurance contract with us. If there are any inconsistencies between these Terms and Conditions and the provisions of that insurance contract, the latter prevail.

If there is an insurance benefit associated with your membership and you choose to terminate your insurance contract with us, we may withdraw, suspend or amend your BowtieGo membership at our sole discretion.

### **3. Using your membership**

#### **3.1. Claiming Benefits**

You can view and claim the Benefits that you are entitled to by following the instructions on the Membership Portal or in our communications to you.

Some Benefits may expire if you do not take actions to claim them. If we specify a time or actions that you must take to claim a Benefit and you fail to follow those instructions, then you may lose your entitlement to that Benefit.

#### **3.2. Your choice**

BowtieGo offers a range of Services and Products. You can decide whether or not and which, if any, of the Services and Benefits to use.

#### **3.3. Membership Portal**





Use of the Membership Portal is subject to these Terms and Conditions as well as our website's Terms of Use and our Privacy Policy. The latest version of them are available on our website.

The Membership Portal may not be available at all times and we will not be liable to you in connection with any unavailability and unreliability of it and any aspects of the information displayed on or through it.

### **3.4. You may need to pay for Products or Services or enter into a contract**

In order to claim certain Benefits and use certain Services or Products, you may need to make a payment in addition to your BowtieGo membership fees (if any). For example, in some circumstances you may need to engage one of our partnered medical doctors to complete a Service and you may need to pay for it notwithstanding you have paid any BowtieGo membership fees. You can check the relevant information on the Membership Portal and/or our partners' websites and such information will be communicated to you before you choose to use the Benefits, Services or Products.

In some circumstances, you may be required to enter into a contract with our partner to claim certain Benefits or use certain Services or Products. We will not be a party to any contract between you and our partner, and we will have no liability in connection with that contract.

### **3.5. Providing information to us and our partners**

You must provide your BowtieGo token (in the form of a QR code) and other personal information requested by us and our partners in order to claim your Benefits.

You must answer all our and our partners' questions honestly and ensure that all information you provide is true, complete, accurate and not misleading. You must provide us and our partners with all information including any medical conditions that might be relevant to the Benefits, Services or Products before you use them.

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 our partners' in providing that information.

If you do not provide the information that we or any of our partners require, you will not be able to use the Services or Products or receive the Benefits.

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 Membership Portal or our partners' websites. Any information which you provide via the internet is provided at your own risk.

### **3.6. We can verify the information you provide**

We can take steps to verify the information you provide to us, including by contacting persons (such as medical practitioners) referenced in the information you provide to us. You consent to those persons discussing you with us and disclosing your personal information (including sensitive information and medical records) to us. We may also ask you for further information or evidence to verify the information you provide to us.

### **3.7. Benefits may not be available**

Some Services or Products may not be available at all times or in some locations or to certain age groups. We will not be liable to you for any Services or Products not being available to you.

### **3.8. Use at your own risk**

You use the Services or Products at your own risk. The Services or Products available through BowtieGo and the information and materials provided to you through BowtieGo







may not be suitable for all members. You must use your best endeavours to ensure your own safety while using the Services or Products and to avoid harm to yourself.

### **3.9. Seek independent advice**

BowtieGo is a membership program. It 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 BowtieGo in relation to your personal circumstances including any health or medical condition prior to joining BowtieGo or using any of the Services or Products.

Information and materials provided to you through BowtieGo 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 Service or a Product without first consulting that doctor or health professional.

### **3.10. Use by others**

Your membership is for your personal use only and is not transferrable. Without limiting this:

- you must not provide or give to any other person, or allow any other person to use, any Service, Product or Benefit unless specifically permitted by the terms and conditions for that Service, Product or Benefit;
- you must take reasonable steps to ensure that no one else uses your BowtieGo membership unless specifically permitted by the terms and conditions for that Service, Product or Benefit;
- you must not use BowtieGo (and any Services, Products and Benefits available under it) for business or commercial purposes; and
- we may, at our sole discretion, allow your dependent to use the Benefits on the following conditions:
  - you have provided the personal and other information of your dependant pursuant to our request and in doing so, you have complied with all laws and regulations including the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong);
  - you represent and warrant that your dependant has the capacity to use the Benefits fairly and responsibly and in accordance with these Terms and Conditions;
  - you undertake to indemnify Bowtie, and all of its directors, employees and contractors, and hold all of them harmless from any claim, loss, damage, costs, expenses of any nature or other liability arising from or related to your dependant's use of the Benefits or breach of these Terms and Conditions arising out of such use or breach; and
  - you have communicated to your dependant and you and your dependant fully understand that, by applying for your dependant's eligibility to use the Benefits, you and your dependant are deemed to accept and agreed to comply with these Terms and Conditions notwithstanding that he / she is not a BowtieGo member and we do not owe any obligation to him / her.

### **3.11. Using your membership responsibly**

You must not use your membership for illegal purposes, in any manner that is inappropriate, likely to offend others or fraudulent. We may take steps to verify the responsible use of your membership.







### **3.12. No warranty**

We make no express or implied representation or warranty regarding the completeness, accuracy, reliability, suitability or currency of the information provided by us or our partners under the Program.

### **3.13. No exchange for cash**

The Benefits under the Program and the membership have no cash value and cannot be exchanged for cash.

## **4. Partners**

### **4.1. Our Partners**

Some Products and Services are provided by our partners.

If you use a Product or Service from our partners or otherwise interact with them, you:

- agree to the partner's terms and conditions applicable to the Product or Service and must comply with those terms;
- consent to disclose your personal and sensitive information by us to the partner and vice versa;
- do so at your own risk;
- agree that any Products or Services you obtain from our partners are supplied directly by our partners and not us; and must resolve any issues with the Product or Service directly with the partner and not us.

We are not responsible or liable for and we do not guarantee, endorse or recommend:

- any of our partners' qualifications or expertise;
- any of our partners' actions, Products or Services including whether they are merchantable or fit for any particular purpose or provided with due care and skill;
- any information or advice provided by any of our partners or through the Program;
- any of the contents of our partners' websites or other platforms; and
- the availability of any of the Products or Services from any of our partners.

## **5. Changes to these Terms and Conditions**

### **5.1. Changes to this Program**

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

- change any aspect of BowtieGo including its ownership, management, structure, membership fees, membership status options and membership levels, benefits, products and services, rules, procedures, conditions of participation, identity and range of partners, incentives, discounts, eligibility requirements and features including these Terms and Conditions and any other terms and conditions communicated in any other materials relating to the Program; and
- terminate, suspend, cancel or revoke BowtieGo.

Any revisions of the Terms and Conditions shall be effective as at the date of publication on the Membership Portal. By continuing to be a member of BowtieGo, you unequivocally accept the applicable Terms and Conditions as amended from time to time.

### **5.2. Termination by Bowtie**

We have the sole discretion to, in whole or in part, with or without notice, at any time unilaterally terminate your membership. Without limiting this, we may terminate your membership if:





- we suspect you have used your BowtieGo membership for illegal purposes, in any manner that is inappropriate, likely to offend others or is fraudulent; you have breached these Terms and Conditions; or where there is an insurance benefit associated with your membership and you choose to terminate your insurance contract with us.

### **5.3. Termination by you**

You may terminate your BowtieGo membership by notifying us on the Membership Portal. You can also call us during business hours at 3008 8123 or emailing us at [cs@bowtie.com.hk](mailto:cs@bowtie.com.hk). Upon our receipt of your notification, your membership will last till the end of the current billing cycle and you will not be billed in the following billing cycle.

In the event you choose to terminate your BowtieGo membership, note that such termination may not release you from the performance of any other agreement, obligation or liability on your part with or owed to any other 3<sup>rd</sup> party. Bowtie shall bear no responsibility in communicating your termination to such 3<sup>rd</sup> party.

In the event you terminate your BowtieGo membership and wish to re-apply for membership, we have the sole discretion in determining whether we accept your application.

### **5.4. Termination upon demise**

Membership will automatically be terminated in the event of a member's demise.

### **5.5. Consequences of termination**

If your membership is terminated for any reason:

- you will no longer be entitled to use your membership, use the Benefits, Services, Products or Membership Portal;
- save for termination under clause 5.4, any rights that have accrued to either you or us under these Terms and Conditions at the date of termination will remain enforceable after termination; and
- your rights and obligations vis-a-vis other third parties (including our partners which provide the Benefits, Services, Products and which collect membership fees on our behalf) that have accrued to either you or the third parties remain will remain enforceable after termination (if applicable).

## **6. Privacy**

### **6.1. Your privacy**

Your privacy is important to us. Our Privacy Policy, available at our website, sets out how we collect, use, handle and disclose your personal information and other important information.

This clause 6.1 provides a summary only of how we collect, use, handle and disclose Personal Information in connection with BowtieGo.

We handle and collect Personal Information for purposes which include the administration of your membership, the provision of Benefits, Products and Services under this Program, our business operations, for statistical, research and reporting purposes, and for other purposes set out in our Privacy Policy.

By providing information to us or other representatives (such as your employer), or by continuing your relationship with us and otherwise interacting with us, you confirm that you have been notified of the matters and consent to the collection, use, disclosure and handling of Personal Information as described in the Bowtie Privacy Policy available on our website, as updated from time to time.

We rely on the accuracy of the Personal Information provided to us. If any of your Personal Information held in connection with your membership is incorrect, out of date or





incomplete, and we can take reasonable steps to correct the Personal Information. Where you provide us with Personal Information about someone else, you must have their consent to provide their information to us in the manner described in our Privacy Policy.

## **6.2. Disclosure of your information, including disclosure to our partners**

We may collect your Personal Information from, and provide your Personal Information to our partners and other providers of activities and benefits under the BowtieGo. We will only do this to the extent necessary for us to administer BowtieGo (for example, if you choose to undertake an activity or use a Benefit available). We will not disclose your Personal Information to our partners for the purpose of direct marketing unless you consent to this or as otherwise permitted by law.

## **7. Legal**

### **7.1. No liability**

Under no circumstances, including as a result of its negligent acts or omissions or those of its officers, employees, directors, agents, advisers, contractors, partners or other persons for whom in law it may be liable, shall Bowtie be liable for any claim, loss, damage, costs, expenses of any nature which you, your beneficiaries or any third parties may sustain as a result of engagement in BowtieGo.

You agree to indemnify Bowtie, and all of its directors, employees and contractors, and hold all of them harmless from any claim, loss, damage, costs, expenses of any nature or other liability arising from or related to your use of BowtieGo or breach of these Terms and Conditions arising out of such use or breach.

### **7.2. What law applies**

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

We hope to avoid disagreements with you, and prefer to work with you to settle any disagreements. Therefore, any dispute, difference or claim relating to these Terms and Condition, including the existence, validity, interpretation, breach or any other dispute regarding non-contractual obligations arising relating to these Terms and Condition, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong and proceedings shall be conducted in English.

### **7.3. Severability**

If any part of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other part and such invalid part shall be deemed to be severed from these Terms and Conditions.

### **7.4. No third party rights**

Any person who is not the holder of the membership (including, but not limited to, any member's beneficiaries under any associated insurance plans and any of our partners) or Bowtie shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of these Terms and Conditions.

### **7.5 English version prevails**

If there is any inconsistency between the Chinese and English versions of these Plan Terms and Conditions, the latter prevails.

### **7.6 Entire Agreement**





These Terms and Conditions constitutes the full and entire understanding and agreement between Bowtie and you with respect to the subject matter hereto and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to the same subject.

