



## **BowtieVision – Terms and Conditions**

### **1. Becoming a BowtieVision Member**

#### **1.1. Welcome**

Welcome to "BowtieVision", 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.

BowtieVision 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 BowtieVision, 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 BowtieVision:

- 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);
- you have attained 4 years of age; and
- 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 BowtieVision 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 BowtieVision, 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 BowtieVision, 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 BowtieVision 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 period beginning on the date of purchase. The first term begins on the first day you become a BowtieVision 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 BowtieVision, 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 BowtieVision 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**

BowtieVision 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.

## **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**

BowtieVision 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 BowtieVision membership fees (if any). For example, in some circumstances you choose services or products that exceeded the program allowance in accordance with Program Details and you may need to pay for it notwithstanding you have paid any BowtieVision 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 BowtieVision 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 BowtieVision and the information and materials provided to you through BowtieVision 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**

BowtieVision 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 BowtieVision in relation to your personal circumstances including any health or medical condition prior to joining BowtieVision or using any of the Services or Products.

Information and materials provided to you through BowtieVision 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 BowtieVision membership unless specifically permitted by the terms and conditions for that Service, Product or Benefit;
- you must not use BowtieVision (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 BowtieVision 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 BowtieVision 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 BowtieVision.

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 BowtieVision, 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 BowtieVision 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 BowtieVision 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 date indicated on the notice and you will not be eligible for refund or pro-rated refund

In the event you choose to terminate your BowtieVision 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 3rd party. Bowtie shall bear no responsibility in communicating your termination to such 3rd party.

In the event you terminate your BowtieVision 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 BowtieVision.



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 BowtieVision. We will only do this to the extent necessary for us to administer BowtieVision (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 BowtieVision.

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 BowtieVision 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.