

## **LIMITLESS MACAU TOWER ANNUAL PASS**

### **TERMS AND CONDITIONS**

The Macau Tower membership program (the “**Program**”) is provided, operated and managed by Macau Tower Convention & Entertainment Centre (“**Macau Tower**”). These terms and conditions (the “**T&C**”) set out the terms and conditions of the participation in the Program, use of the annual pass issued by Macau Tower (the “**Annual Pass**”) and general rules for members of the Program (each a “**Member**”) to comply with. It is the responsibility of the Members to read, understand and remain knowledgeable of the membership rules, benefits and responsibilities under the T&C, inclusive of any amendments thereto. By submitting an application for membership in the Program and/or the use of Annual Pass, applicants agree to adhere to the T&C outlined herein, as well as any future amendments that may occur periodically.

#### **1. Membership Application**

- Individuals aged 18 years or above may apply for admission as a Member of the Program.
- Membership acceptance is at the sole discretion of Macau Tower and Macau Tower reserves the right to accept or decline any membership application.
- It is the responsibility of the applicants and the Members to ensure that all personal information is current and accurate. All personal information and records of the applicants and/or the Membership Program as held by Macau Tower shall be final and conclusive.
- Membership is valid for one year from the date of enrolment as confirmed by Macau Tower (the “**Membership Term**”) and will automatically expire upon the expiry of the Membership Term. Should a Member desire to continue enjoying the benefits on or before the expiry of the Membership Term shall complete the renewal procedures at Lobby counter of Macau Tower.
- Membership fee as specified by Macau Tower from time to time (the “**Membership Fee**”) must be paid in full at the time of enrolment and are non-refundable. The current Membership Fee is set out in Appendix C hereto.
- Upon acceptance of admitting as a Member of the Program and full payment of the Membership Fee, Macau Tower will issue a digital annual pass containing the name, photo and month of birth of the Member (the “**Annual Pass**”) and send the Annual Pass to the Member’s email. Each Member will be entitled to one Annual Pass only.
- Membership and Annual Pass are personal to the Member and are not assignable or transferable and shall only be used by the Member. Improper use of membership, Annual Pass, or the Member Privileges (as defined in the “Member Privileges and Annual Pass” section below), including, but not limited to, fraud and misconduct, may result in termination or suspension of membership, and/or withdrawal of Member Privileges.

- Members may terminate their membership at any time by completing the termination procedures at Lobby counter of Macau Tower. No refunds will be issued for unused membership time.

## **2. Member Privileges and Annual Pass**

- Members will, during the subsistence of the membership of the Members concerned, enjoy the the privileges offered by Macau Tower from time to time (the “**Member Privileges**”).
- The current Member Privileges are set out in Appendix C hereto.
- Macau Tower has the sole and absolute discretion in making final decisions on any dispute relating to the Program and the Member Privileges.
- Members must present his/her valid Annual Pass before or upon redemption of the member Privileges. Members are required to carry their Annual Passes with them at all times when on the premises of Macau Tower and may be required by employees of Macau Tower to produce the same at any time for purposes of identification and security.
- If an Annual Pass is lost, stolen or defaced, the Member concerned may apply to Macau Tower for a replacement annual pass and Macau Tower shall issue via email such replacement annual pass upon receipt of such fee and such indemnification from the Member as Macau Tower may consider appropriate.
- Member Privileges are subject to availability and blackout dates may apply. Please check with the participating outlets for blackout date information.
- Member Privileges cannot be used in conjunction with other promotion offers.
- It is recommended to make reservations for dining at the participating food and beverage outlets as specified by Macau Tower from time to time (the “**F&B Outlets**”). Please note that Macau Tower cannot guarantee seat availability without a prior reservation. Please refer to Appendix C for the current F&B Outlets.
- Member Privileges are subject to availability and cannot be used in conjunction with other promotional offers.
- Macau Tower is not responsible for any liabilities arising out of or resulting in redemption of the Member Privileges, including products, services, offers or special promotions that are provided by the F&B Outlets and/or any third party through participation in the Program.

## **3. Privacy and Data Protection**

- Macau Tower collects information of applicants and Members as set out in its Privacy Policy as amended by Macau Tower from time to time. Please refer to Appendix B for the current Privacy Policy. By joining the Program, the applicant or (as the case may be) the Member consents to the collection and use of his/her information in accordance with the Privacy Policy.
- Applicants and Members may receive promotional materials and communications. Members can opt out of these communications at any time.

## **4. Changes to, Suspension and Termination of the Program, etc.**

- Macau Tower reserves the right to and may, from time to time, change the Membership Fee, the Member Privileges, the terms and conditions of the redemption of the Member Privileges, the T&C and/or the Privacy Policy, or to suspend or terminate the Program via email notification to Members. It is the responsibility of Members to review these T&C periodically for any updates.
- Macau Tower reserves the right to terminate and/or suspend a Member's membership for, including but not limited to, non-compliance with the T&C; attempts to obtain the Member Privileges by providing false information or in any other improper or abusive way; behaves inappropriately while in the premises of Macau Tower. In such cases, any fees paid will not be refunded. Upon termination, all membership benefits will cease immediately. Members will no longer have access to Member Privileges.

## **5. Governing Law**

- The T&C are governed by and shall be construed in accordance with the laws of Macau SAR. Any disputes arising from or related to the Program shall be subject to the exclusive jurisdiction of the courts in Macau SAR.

## **6. Language Versions**

Should there be any discrepancy in Chinese and English versions, the Chinese version shall prevail.

## **PRIVACY POLICY**

Macau Tower Convention & Entertainment Centre<sup>1</sup> (the “**Company**”), are concerned to ensure that all personal data submitted to us are handled in accordance with the relevant provisions of the Personal Data Protection Law of Macau (“Law 8/2005”).

<sup>1</sup>Sociedade de Turismo e Diversões de Macau, S.A., as data controller

### **COLLECTION OF PERSONAL DATA**

To ensure and enable us to provide quality and satisfactory services to you, the Company may have to collect your personal data under various situations. For example, where you contact us, we may store information such as your name, phone number, month of birth, e-mail address, type of request and possible further information for purpose of responding to your request. Such personal data may be disclosed to our agents, subsidiaries, affiliates third parties depending upon the purpose for which the information was provided. If you inform us that the information should not be used as a basis for future contact, we will respect your request.

The Company will ensure that you will be clearly informed of the purpose(s) of collection and usage. You will be reminded in clear terms that you have the right to decline such collection of personal data and the corresponding implications, if any. The requested personal data must be provided, otherwise, the Company may be unable to follow up and/or provide you with the requested services. However, by providing any personal data, that may be required, you are acknowledging, accepting and expressly authorizing the treatment, transfer and storage of the personal data according to the terms of the hereby Privacy Policy and to the terms of the Law 8/2005.

### **ACCURACY AND RETENTION**

Although the Company will endeavor to check, in so far as circumstances allow, that all data collected are accurate; you should ensure and should provide the Company with data that are true, update, accurate and complete regard being had to the purpose(s) for which the personal data are collected.

The Company will retain your personal data for no longer than the strictly necessary to perform the relevant data processing purposes and/or as legally required.

## **USE OF PERSONAL DATA**

The personal data collected may be used for the following purposes or any purposes directly related to them:

- Verifying your identity in connection with any of the services or goods that may be provided to you;
- Processing your membership application and providing you with access to membership benefits;
- Communicating important information regarding Macau Tower Membership Program, including updates, changes, and notifications about the members' privileges of Macau Tower Membership Program;
- Following-up with you regarding suggestions/enquiries/complaints;
- Promoting, marketing and advertising of any goods and/or services to you by the Company;
- Processing of any benefits in connection with the supply of goods and services to you;
- Disclosure as permitted or required by law; and
- Any other purposes as may be agreed to between you and the Company, including the purposes set out in any application or terms and conditions for the supply of specific goods and services from time to time.

## **DATA SECURITY**

The Company will take reasonable steps and measures to protect your personal data against unauthorized access, processing or erasure. Access to the personal data collected without appropriate authorization is strictly prohibited. Authorizations are granted only on a "need to know" basis that is commensurate with the staff's responsibilities and their training.

The Company makes every effort to protect privacy of users, but given the nature of the Internet, the Company cannot guarantee perfect security.

## **TRANSFER AND DISCLOSURE OF PERSONAL DATA**

Your personal data may be transferred and/or disclosed to the following categories of recipients under any one or more than one of the following circumstances:

- Where the Company is acting in compliance of law, a court order and/or as requested by law enforcement agencies, your data may be transferred to the relevant public authorities.
- Where the transfer is rendered necessary for purpose of processing payment where customers paid for the Company's services by the use of credit card or online payment method, your data may be transferred to the payment processing entities;
- Where the transfer to our agents, contractors, subsidiaries, affiliates and third-party service providers is rendered necessary for purpose of providing goods and/or services to you.

### **ACCESS AND CORRECTION OF PERSONAL DATA**

In accordance with the Law 8/2005, persons who provided the Company with their personal data are entitled to check with the Company as to whether their personal data had been held and request to access, rectify, object or restrict the processing and erase the personal data. The Company reserves the right to verify the identity of the persons requesting access and may refuse the request if the identity of such persons is in issue. The Company will handle any such access requests promptly and a reply will be given in not more than 30 days counting from the date of receipt of the request. Any request on personal data access, rectification, objection, restriction or erasure may be made to us at [info@macautower.com.mo](mailto:info@macautower.com.mo).

### **LANGUAGE VERSIONS**

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

**MEMBERSHIP FEE AND MEMBER PRIVILEGES**

1. The Membership Fee, the Member Privileges and the F&B Outlets set out in this Appendix C are subject to any addition, reduction and/or change made by Macau Tower from time to time via email notification to Members.
2. Currently, the Membership Fee is MOP988 per year.
3. The current Member Privileges include the following privileges. All Member Privileges are non-transferable and cannot be exchanged for cash or other items.

**(a) Welcome MTCEC gift**

- Each Member is entitled to receive a complimentary welcome gift upon successfully joining the Program.
- The complimentary welcome gift is non-transferable and cannot be exchanged for cash or other items.

**(b) Unlimited entries to Observation Deck, etc.**

- Members enjoy unlimited access to the Observation Deck during the operational hours of Macau Tower.
- Each Member is entitled to one complimentary guest entry to the Observation Deck for his/her guests, valid for a single occasion during the Membership Term.

**(c) Birthday cake offer**

- Each Member enjoys a complimentary 1 lb. cake during his/her birthday month, redeemable within that month.
- Option to upgrade to a 3 lbs. cake for an additional fee of MOP 270.
- Orders must be placed at least 2 days in advance.
- Cake selection will be based on the options available at the time of ordering. Cakes are for take away only.

**(d) Birthday buffet dinner**

- Each Member is entitled to a complimentary buffet dinner at Tromba Rija or 360 Cafe during his/her birthday month.
- The complimentary buffet dinner is valid for the Member only and must be redeemed within the Member's birthday month.
- The gift is non-transferable and cannot be exchanged for cash or other items.

**(e) 20% discount on Observation Deck tickets**

- Members enjoy 20% discount on the purchase of tickets to the Observation Deck provided that Members and their guests visit the Observation Deck together.
- The discount is valid for on-site ticket purchases and not applicable to online purchases.

**(f) 20% discount on MTCEC souvenirs**

- Members enjoy 20% discount on the purchase of all MTCEC souvenirs.
- The discount is applicable to only in-store purchases, excluding online purchases of souvenirs.

**(g) 20% discount at 360 Cafe, Tromba Rija and Lua Azul**

- Members enjoy a 20% discount on the total bill at 360 Cafe, Tromba Rija, and Lua Azul.
- The discount is valid only for in-house dining, excluding takeout orders.

**(h) Add on beverage package at Lua Azul, 360 Cafe, Tromba Rija @ MOP 80 nett per person for 2 hours**

- Each Member may bring up to 11 guests, for a maximum total of 12 participants per reservation.
- Members and their guests can enjoy the add-on beverage package at Lua Azul, 360 Cafe, and Tromba Rija for MOP 80 nett per person, for a duration of two hours.
- The package includes a selection of beverages available on the prevailing menu at the time of the event.

**(i) 180 Lounge Premium Experience @ MOP 139 nett per Member, MOP 239 nett per guest**

- Each Member may bring up to 3 guests at the preferred rate of MOP 239 nett per guest. Any additional guests beyond the first three will be subject to the standard public rate.
- The 180 Lounge Premium Experience is available to Members at a rate of MOP 139 nett per person, and to their accompanying guests at the preferred rate mentioned above.
- The experience includes access to exclusive amenities and services available in the lounge, as specified at the time of booking.

**(j) 30% discount on all Skypark activities**

- Members enjoy a 30% discount on all Skypark activities, and receive a complimentary Skypark souvenir with your very first purchase of the year.

**(k) 15% discount at restaurants in partner hotels**

- Members enjoy a 15% discount on the total bill at the below listed restaurants.
  - Grand Coloane Resort - Café Panorama, Panorama Lounge, and Kwun Hoi Heen
  - Artyzen Grand Lapa Macau - Café Bela Vista, NAAM, Kam Lai Heen, and Vasco – Bar and Lounge
  - Artyzen Habitat Hengqin Zhuhai - Townsquare Café
- The discount is valid only for in-house dining, excluding takeout orders.

4. The current F&B Outlets include: -  
360 Cafe, Tromba Rija and Lua Azul.