

Last Updated: [31 October 2022]

NFT Redemption Terms and Conditions (“Terms”) for The Club x Tap & Go Everyone’s NFT (“Promotion”)

By (i) clicking “Confirm” and initiating the NFT Redemption and/or (ii) holding, controlling or using the NFT Collectible or the Work, you are deemed to have read and agreed to comply with and be bound by:

- (a) these Terms;
- (b) the [Terms of Use](#) of this website (<https://www.everyonesnft.theclub.com.hk>); and
- (c) HKT Privacy Statement (at [https://www.hkt.com/assets/HKTCorpsite/files/privacy-statement/HKT%20Privacy%20Statement_TC%20\(May%202022\)\(Final\).pdf](https://www.hkt.com/assets/HKTCorpsite/files/privacy-statement/HKT%20Privacy%20Statement_TC%20(May%202022)(Final).pdf)) and the Personal Information Collection Statement set out on the Redemption Page (collectively “HKT Privacy Policy”).

As the NFT Collectibles created under this Promotion will be posted on and/or viewable on OpenSea, OpenSea’s **Terms of Service** and **Privacy Policy** will also apply to you when accessing and using OpenSea’s services. Prior to initiating the NFT Redemption, you represent and acknowledge that you have read and agreed to OpenSea’s **Terms of Service** and **Privacy Policy**.

You also acknowledge that you will be bound by the terms and conditions of any third party vendor or service provider (“**Third Party Vendor**”) required in order to transact, acquire, hold, access, manage, operate or use the NFT Collectible, including (without limitation) any related decentralized technologies or protocols (such as the Applicable Blockchain), websites, services, tools, applications, wallets, smart contracts, and application programming interfaces. You are responsible for ensuring that you understand and agree to their terms and conditions prior to your access and use of the NFT Redemption.

1 Definitions

- 1.1 “Applicable Blockchain” means the Polygon blockchain, or any blockchain network specified by us from time to time.
- 1.2 “NFT” means any blockchain-tracked non-fungible token.
- 1.3 “NFT Collectible” means an NFT issued by us on the Applicable Blockchain that, as of its genesis issuance, is linked to a display of the Work.

- 1.4 “NFT Redemption” means your redemption of the NFT Collectible provided by us pursuant to clause 2 of these Terms.
- 1.5 “Photo” has the meaning given to it under clause 2.1.
- 1.6 “Photo Guidelines” means the Photo Guidelines set out in these Terms.
- 1.7 “Promotion” has the meaning given to it in the title of these Terms.
- 1.8 “Promotion Organizer” means The Club, a loyalty program operated by Club HKT Limited.
- 1.9 “Promotion Terms and Conditions” means the terms and conditions governing the Promotion [www.theclub.com.hk/content/theclub-spa-react/spa/zh/shopping/discovery-page/promotions/everyonesnftpromotion.html], including any amendments made from time to time.
- 1.10 “Redemption Code” means the unique designated promotion code provided to you by the Promotion Organizer pursuant to the Promotion Terms and Conditions.
- 1.11 “Redemption Page” means the designated pages on this website where requests for NFT Redemption are received and processed.
- 1.12 “Redemption Period” means from 23 November 2022 to 7 December 2022 (both dates inclusive).
- 1.13 “Third Party Vendor” has the meaning given to it in the introduction of these Terms.
- 1.14 “Work” means the pixelated digital avatar image we create, and which is associated with an NFT Collectible.
- 1.15 “Wallet” means an electronic or other wallet which can store public and private keys.
- 1.16 “you” or “your” means the user who holds a valid Redemption Code and requests an NFT Redemption via this website or the Redemption Page.
- 1.17 “Your Content” has the meaning given to it in clause 4.2.
- 1.18 “we” or “our” or “us” means HKT Advance Limited, and, where applicable, includes its affiliates, subcontractors or agents.

2 NFT Redemption

- 2.1 You may request to redeem the NFT Collectible during the Redemption Period in accordance with the following conditions and steps:
- (a) meet the requirements set out in the Promotion Terms and Conditions;

- (b) enter the Redemption Code on Redemption Page;
- (c) upload a digital photograph of your choice (“**Photo**”) which meets the requirements set out in the Photo Guidelines and other requirements in these Terms;
- (d) provide your contact details (including your email address), the Wallet address that you wish to be used for receiving the NFT Collectible and any other information required by the Redemption Page; and
- (e) confirm your instructions to proceed with the NFT Redemption in accordance with these Terms.

2.2 Upon the successful completion of the steps set out in clause 2.1 and our acceptance of the Photo and your request (at our sole discretion), we will use the Photo as an inspiration to create the Work. Upon receiving an email notification from us that the Work is ready for minting, you will be required to (a) click the hyperlink in the email to be redirected to a unique designated Redemption Page; and (b) follow any other instructions or steps (if any) set out on the Redemption Page to collect the NFT Collectible. We will then mint and transfer the NFT Collectible on the Applicable Blockchain to the Wallet address specified by you.

2.3 We may, at our sole discretion, reject your request to redeem the NFT Collectible for any reason, including (but not limited to):

- (a) you have breached these Terms or the Promotion Terms and Conditions;
- (b) the Photo submitted by you does not meet the requirements set out in these Terms (including the Photo Guidelines); or
- (c) the Wallet address you have provided is associated with any fraud, theft, money laundering, sanctioned persons or jurisdictions, hacking or other illegal activity. For these purposes, we may, at our discretion, review the transactions associated with the Wallet address to determine whether the Wallet address is acceptable to us.

2.4 The creation of the NFT Collectible is managed and confirmed on the Applicable Blockchain. In order to initiate the NFT Redemption, and receive the NFT Collectible, you will need to have a valid, operational Wallet. If you do not yet have a Wallet, you may click on the hyperlink provided on Redemption Page in order to be redirected to MetaMask’s website (which is operated by ConsenSys Software Inc.) where you can create a Wallet. You are solely responsible for selecting an appropriate Wallet to use for the NFT

Redemption. We are not affiliated with MetaMask and disclaim all liability arising out of any losses or damages associated with your use of MetaMask.

2.5 You hereby expressly grant us the right, power, and authority to provide any information (including your Photo, contact details and Wallet address) to any affiliates or contractors which we may engage as may be reasonably necessary for us to complete the NFT Redemption and for the purpose of performing the rights and obligations under and in connection with these Terms and the Promotion Terms and Conditions.

2.6 Each Redemption Code can only be used once for redemption of one (1) NFT Collectible under these Terms. You are responsible for all activities that occur in connection with your Redemption Code, regardless of whether the activities are in fact authorized by you or undertaken by you or a third party. You agree that you will not share the Redemption Code with any other third party. You are responsible for any loss of the Redemption Code; we will not provide a new or replacement Redemption Code to you.

3 Rights and Restrictions relating to NFT Collectible

3.1 We (or our affiliates or licensors) own all rights, title and interest in and to the Work (including any and all intellectual property rights therein and associated with the NFT Collectible), including its “look and feel” (e.g., text, graphics, images, logos), arrangement, proprietary content, information and other materials. These are protected under copyright, trademark and other intellectual property laws. We (and our affiliates and licensors) reserve all rights in connection with the Work, including, without limitation, the exclusive right to create derivative works. For the avoidance of doubt, we, our affiliates, HKT Payment Limited and Club HKT Limited may, from time to time, display or use the Work (and any NFT Collectible based on the Work) for promotional, marketing or commercial purposes on or through any media or channels (including without limitation mobile applications, internet websites or social media platforms).

3.2 You acknowledge and agree that you have NO intellectual property or other rights in the Work except for the licence granted under clause 3.3 below.

3.3 Subject to your compliance with these Terms and the Promotion Terms and Conditions, we grant a personal, worldwide, royalty-free,

non-sublicensable, non-transferable, revocable and non-exclusive licence to use, copy and display the Work linked with your NFT Collectible solely for the following purposes during the period you hold the NFT Collectible: (a) for personal, non-commercial use; and (b) to display on OpenSea or any other NFT marketplace designated by us that cryptographically verifies each NFT to ensure that only the actual owner can display the NFT Collectible.

- 3.4 You shall not (and shall not permit any third party to):
- (a) modify the Work, create derivative work(s), transform or perform the Work;
 - (b) make commercial use of the Work;
 - (c) register any trademark, copyright, or otherwise acquire any intellectual property rights in or to the Work;
 - (d) challenge or dispute our intellectual property rights and ownership of the Work; and
 - (e) use the Work in any way which associates the Work with obscenity, cruelty, hatred, intolerance, violence or anything else that could reasonably be found to constitute hate speech, drugs (including, without limitation, both prescription and non-prescription) or other supplements, death, pornography or other “adult only” or sexually explicit activities, massage parlors, prostitution or any dating or escort activities, weapons or ammunition, denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions and/or political campaigns or otherwise infringes on the rights of any third parties or violates any applicable laws.
- 3.5 You must not sell (or resell), transfer or trade all or part of the NFT Collectible to any other party, including on OpenSea or any other NFT marketplace. If any person holds, possesses or controls the NFT Collectible other than you, such person acknowledges and agrees that we do not grant any rights to such person and such person undertakes: (a) to immediately notify us; (b) to perform any steps required by us to transfer the NFT Collectible to us; and (c) not to use or transfer to any other person the NFT Collectible.
- 3.6 You acknowledge and agree that certain information about the ownership of all NFT Collectibles is publicly visible on the Applicable Blockchain when made, and, if applicable, on OpenSea.

- 3.7 We reserve the right to at any time in our sole discretion: (a) remove, reject or alter any part of the Work and/or the NFT Collectible; (b) remove the Work and/or the NFT Collectible from our website; and (c) request that any NFT marketplace (including OpenSea) remove the NFT Collectible from their display or listing.

4 Your Content

- 4.1 You will be required to submit Your Content on this website as part of the NFT Redemption.
- 4.2 By submitting your Photo (including any content and information, ideas, concepts, artworks, designs, images or any other content contained within or connected to the Photo) (collectively, "**Your Content**") to this website:
- (a) you agree to grant to us a perpetual, worldwide, irrevocable, royalty-free, non-exclusive and sub-licensable right and licence to copy, use, transmit, reproduce, display and create derivative works of Your Content for the purposes of: (i) using the same as inspiration for designing and developing the Work; (ii) minting the NFT Collectible; and (iii) any other purposes provided for under these Terms (including as necessary for the performance of our obligations under these Terms and the Promotion Terms and Conditions and in accordance with the HKT Privacy Policy);
 - (b) you represent and warrant that –
 - (i) Your Content meets the Photo Guidelines;
 - (ii) you own all rights, title and interest in Your Content, or you have obtained all rights, clearance and all necessary permissions and approvals to submit Your Content to this website;
 - (iii) neither Your Content nor your posting, uploading, submission or transmittal of Your Content or our use and exercise of the rights in Your Content (as granted to us under these Terms) would violate (or likely violate) these Terms, any applicable law or regulation, or infringe upon, misappropriate or otherwise violate any intellectual property rights and any other rights (including, without limitation, copyright, trademark, patent, trade secret, moral right, publicity, privacy and contract rights) of any person or third party; and

- (iv) any information provided by you associated with Your Content is complete and accurate.
- 4.3 Upon our request, you will promptly furnish any documentation, substantiation and releases necessary and reasonably required to verify your compliance with these Terms (including the representations and warranties above), and, if applicable, you will promptly comply with any requests or directions we issue in connection with Your Content.
- 4.4 We reserve the right to alter, adjust, or reject any part or all of Your Content to use for the purposes of the NFT Redemption for any reason, including if we consider it inappropriate, unacceptable or it infringes on any third-party rights. We do not guarantee that Your Content will not be lost or damaged or that you will be able to retrieve Your Content.
- 4.5 Other than as expressly stated in this clause 4 or other provisions of these Terms, we do not claim any rights or ownership in Your Content.
- 4.6 For the purposes of granting and licensing you the Work and to create the NFT Collectible for you under the NFT Redemption, you understand and acknowledge that we will need to access, upload, disclose, transfer and/or copy Your Content to certain third parties (including our agents and/or subcontractors) to create the Work and NFT Collectible, and/or perform any other actions as required from time to time to initiate the NFT Redemption. You also acknowledge that we shall keep copies of Your Content for back-up purposes.

5 No refund, return or exchange

No refund, return or exchange is applicable to any NFT Redemption. This no refund/return/exchange policy shall apply at all times regardless of our decision to terminate usage of the Work and the NFT Collectible, any disruption to the operations of any components of the NFT Collectible, or any other reason whatsoever.

6 Fees, costs and tax

To the extent that relevant fees under this clause 6 are applicable, you shall be responsible for all payments, fees and costs when engaging in any transactions involving the NFT Collectible, including, but not limited to, transaction fees and all other fees associated with NFT Redemption or the services of Third Party

Vendors, other than any gas fees associated with the initial minting of the NFT Collectible into your Wallet address. You shall be solely responsible for payment of all taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any governmental authority or taxing jurisdiction, including but not limited to, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your NFT Redemption and the services of Third Party Vendors.

7 Disclaimers

- 7.1 We will not be liable for any losses, damages or costs of any kind, direct or indirect, incurred by you in relation to the creation, redemption, alteration, removal, cessation or rejection of the Work, the NFT Collectible or the NFT Redemption, for any reasons, including (without limitation) because:
- (a) you have breached these Terms;
 - (b) we are unable to deliver to the NFT Collectible to the Wallet address you provided to us;
 - (c) we suspect that your redemption is an unusual redemption or a redemption susceptible to or suspected of fraud;
 - (d) there was error in the information provided by you;
 - (e) you failed to provide the correct and accurate Wallet address due to any reasons; or
 - (f) any other reasons beyond our reasonable control.
- 7.2 You are solely responsible for properly configuring and using the Wallet and otherwise taking appropriate action to secure, protect and backup your Wallet in a manner that will provide appropriate security and protection, including taking any reasonable precautions. This includes your obligation to record and securely maintain any Wallet address key, private key and backup security phrases related to your Wallet. You acknowledge that you will not share with us nor any other third party any phrase or key that relates to your Wallet containing the NFT Collectible. We and Promotion Organizer will not be responsible or liable for any losses or claims that you may suffer if you do share any such phrase or key. In any event, the NFT Collectible shall not be reissued.
- 7.3 We shall not be liable to you for any losses, and shall take no responsibility, in connection with the NFT Collectible, including (but not limited to) any losses, damages or claims arising from: (a) user error such as loss of or forgotten passwords, incorrectly constructed transactions, or mistyped Wallet addresses; (b) server

failure or data loss or cyber attacks; (c) corrupted cryptocurrency wallet files; (d) unauthorized access to the NFT Collectible; or (e) any unauthorized third-party activities, including (without limitation) the use of viruses, phishing, bruteforcing or other means of attack against the Applicable Blockchain.

- 7.4 We do not operate, control or partner with any Third Party Vendors and/or their tools and/or platform(s) and/or service(s) which may be involved in connection with the NFT Redemption, including (but not limited to) OpenSea, MetaMask or the Applicable Blockchain. Our use of any Third Party Vendors does not constitute an endorsement or verification of their use, availability, content, functionality or reliance. We may be unable to provide the NFT Redemption as a result of any disruption or failure on the part of any Third Party Vendor. You agree and acknowledge that you access and use the Third Party Vendors at your own risk.
- 7.5 We reserve the right to specify a new blockchain network as the Applicable Blockchain at any time in our sole discretion. We will not be liable for any losses or damages in connection with any change to the Applicable Blockchain.
- 7.6 The NFT Collectibles are intangible digital assets. They exist only by virtue of the ownership record maintained in the Applicable Blockchain. Upgrades to the Applicable Blockchain, a hard fork in the Applicable Blockchain, or a change in how transactions are confirmed on the Applicable Blockchain may have unintended, adverse effects on the NFT Collectible. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the Applicable Blockchain, which we do not control. We do not warrant or represent that we can effect the creation of title or right in any NFT Collectible. You shall bear full responsibility for verifying the identity, legitimacy, and authenticity of assets that you redeem and/or obtain through this website. Notwithstanding indicators and messages that suggest verification, we make no claims, representations or warranties about the identity, legitimacy, or authenticity of assets on this website or any purported secondary transactions.
- 7.7 The regulatory regime governing blockchain technologies, cryptocurrencies, digital assets, NFTs and tokens is uncertain, and new regulations or policies may materially adversely affect the potential utility of the NFT Collectibles. You are solely responsible

for complying with all applicable laws in connection with your NFT Collectible.

8 No Warranties

- 8.1 All Work and NFT Collectibles are provided “as is” and “as available” without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable laws, we disclaim all warranties, express or implied, including, but not limited to, non-infringement, merchantability and fitness for a particular purpose and any warranties arising out of course of dealing or usage of trade. We make no representation or warranty (a) that the NFT Collectibles shall meet your requirements or be available on an uninterrupted, secure, or error-free basis; or (b) regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the NFT Collectibles. Without prejudice to any other provisions in these Terms, the Photo uploaded and information provided by you on the Redemption Page will be used merely as a reference for the purpose of designing and developing the Work and the NFT Collectible. We will only provide one version of the Work for the purpose of producing the NFT Collectible and we have no obligation to modify, replace or re-do the Work.
- 8.2 No value is ascribed to any NFT Collectible and it does not bear any royalty at the point of issue. You agree and acknowledge that the NFT Collectibles are not an investment product, and may not be sold or transferred to any other party.
- 8.3 Neither HKT Payment Limited (Stored Value Facilities Licence No. SVF002)(being the operator of Tap & Go) nor the Promotion Organiser is the supplier or producer of the Work or the NFT Collectibles or any part of it and shall not be responsible for the Work or the NFT Collectibles, service quality or any other matters provided by us (or our subcontractors or agents) and shall not be liable for the NFT Redemption except as expressly set out in the Promotion Terms and Conditions.
- 8.4 We are not the organiser of the Promotion. Any enquiry on the Promotion shall be made to The Club / Club HKT Limited.

9 Termination of Licence to The Work

- 9.1 Your licence to the Work shall automatically and forthwith terminate without notice, and all rights shall revert to us if at any time:
- (a) you engage in any unlawful activity relating to the NFT Collectible or the Work;
 - (b) you breach any of the provisions set out in these Terms or, where applicable, the terms and conditions of any applicable Third Party Vendor; or
 - (c) at our sole discretion and determination, you disparage us or our affiliates, or our and their brands or products.
- 9.2 Upon termination, discontinuation or cancellation of your licence to the Work, we shall be entitled to:
- (a) disable your access to the Work and you must delete, remove, or otherwise destroy any back up or single digital or physical copy of the Work; and
 - (b) require you to transfer the NFT Collectible back to our possession.

10 Indemnification

You shall indemnify, defend (at our request) and hold harmless us, our affiliates and licensors, and our/their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable legal fees) (including third party claims) (collectively, "**Claims**") arising from: (a) your breach or alleged breach of these Terms; and (b) the submission of Your Content. Without prejudice to the foregoing, you shall indemnify, defend, and hold us harmless from all Claims arising from or relating to : (a) a claim of infringement of an intellectual property right; (b) your use of personal data of any third party in contravention of these Terms; and (c) your breach of applicable data protection laws, in each case howsoever arising as a result of or in connection with your submission of the Photo.

11 Governing law and jurisdiction

These Terms are governed by the laws of Hong Kong and any dispute shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

12 Others

- 12.1 NFT Redemption is subject to availability.
- 12.2 In the event of discrepancy or inconsistency between the English and Chinese versions of these Terms and conditions, the English version shall prevail.
- 12.3 In the event of any inconsistency between these Terms and the Terms of Use of this website, these Terms shall prevail.
- 12.4 We shall be entitled to amend these Terms from time to time at our sole discretion and without your further consent or agreement. When we make such amendments, we will make the updated Terms available on this website and update the “Last Updated” date at the beginning of these Terms accordingly. Please check this page periodically for changes. Any changes to these Terms shall apply on the date that they are made. Your continued access to or use of the NFT Collectible and the Work after these Terms have been updated will constitute your binding acceptance of the updates.
- 12.5 In case of any dispute, the interpretation of these Terms and decision of HKT Advance Limited shall be final.

Photo Guidelines

These Photo Guidelines form part of the NFT Redemption Terms and Conditions [www.theclub.com.hk/content/theclub-spa-react/spa/zh/shopping/discovery-page/promotions/everyonesnftpromotion.html] for the Promotion. Capitalized terms have the same meaning as in the NFT Redemption Terms and Conditions. In case of any inconsistency with the NFT Redemption Terms and Conditions, the NFT Redemption Terms and Conditions shall prevail.

What you need to know about your Photo:

- The Photo should be a **single-person** half-body headshot with a simple background.
- The Photo should show your full-frontal face with clear facial features.
- The Photo can be in JPEG (.jpg) or PNG (.png); the resolution should not be less than 420 × 420 pixels.
- File size should be less than 10MB.

What sort of Photo you can use:

- ✓ You shall ensure that you have the right to use the Photo. The Photo must be a self-portrait or the person depicted in the Photo must have authorized you to submit the Photo for the NFT Redemption.
- ✓ The Photo must be suitable for use as inspiration to create personalized pixel digital avatar images.
- ✓ The Photo must not contain:
 - any company names, trademarks, logos, copyrighted material, or brands of any third party;
 - advertising or promotion material, or branded products;
 - unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - any famous persons such as celebrities, actors, musician, sportspeople, cartoons or public figures;
 - provocative or sexual material, or the naked body or intimate parts of a real person;
 - violent or other offensive, obscene or indecent material or words;

- any material which constitutes bigotry, racism, hatred, profanity or obscenities or incites aggression towards individuals or entities or spreads violence;
- alcohol, tobacco, gambling, firearms or pharmaceutical products;
- images that display the opinions or beliefs of political groups, religious groups or socially unacceptable groups;
- any unlawful material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law or regulation;
- any bugs, viruses, worms, malware, trojan horses or other harmful or destructive content;
- any content which is a spam, is machine- or randomly-generated;
or
- any materials which could hurt you or us or another person.

These Photo Guidelines may be amended by us at any time without prior notice. The latest version of the Photo Guidelines will be published on the Redemption Page.