

Terms & Conditions for Purchase with *Emporium*

("Terms and Conditions")

By ordering any products listed on *Emporium*, you ("Customer") accept and agree to be bound by these Terms and Conditions.

1. Introduction

- 1.1 These Terms and Conditions are published by Hong Kong Dragon Airlines Limited ("Cathay Dragon") and may be varied by Cathay Dragon from time to time in accordance with the terms below.
- 1.2 For the avoidance of doubt, all sales and purchases of items from *Emporium* magazine shall be treated as purchases and/or transactions made within and/or from Hong Kong, and are subject to Hong Kong law and jurisdiction, subject always to any mandatory provisions of local law in the country where a Customer is located that stipulate that the relevant local law should apply and/or that the local courts should have jurisdiction.

2. Orders and Products

- 2.1 The Customer may place an order ("Order") for any *Emporium* products by asking cabin crew on board Cathay Dragon operated flights;

By placing an Order, the Customer is making an offer to purchase the products in question. Cathay Dragon may or may not accept the Customer's offer at our discretion. If we accept an offer it will constitute a binding agreement between Cathay Dragon and the Customer.
- 2.2 Other than in relation to sales onboard, no offer shall be deemed to be accepted by Cathay Dragon unless and until it is confirmed by Cathay Dragon in writing or we process payment in full from the Customer's payment card. In respect of sales of products onboard, cabin crew will accept an offer to purchase by confirming availability and requesting payment.
- 2.3 Items may be out of stock due to storage limitations, and are otherwise subject to availability. If on receipt of the Customer's Order the products which the Customer has ordered are not available, Cathay Dragon will inform the Customer as soon as possible.
- 2.4 Illustrations of goods shown on the website and on the *Emporium* magazine do not necessarily show the actual size of the items. Subject always to your statutory rights as a consumer, including any local laws that may apply, Cathay Dragon does not guarantee that the product description, price, and other content on our website and *Emporium* magazine are complete, accurate, reliable, current or error-free.

- 2.5 Customers acknowledge and understand that the price and style of each merchandise, as well as free gifts, are subject to change at any time prior to an Order being placed by a Customer. You may find the latest information on the website or in the printed copy of *Emporium* while the Customer is onboard.
- 2.6 In the event that Cathay Dragon is not able to perform the Order due to reasonable commercial reasons such as shortage of stock, Cathay Dragon will notify the Customer and provide an opportunity for the Customer to cancel or change the Order.
- 2.7 A product marked with “DUTY FREE EXCLUSIVE” icon is only available to the duty-free distribution channels as of the publishing date of *Emporium*.
- 2.8 A product marked with “CATHAY PACIFIC GROUP EXCLUSIVE” icon, colours/ size/ combination/ set/ packaging design of the product is only available with Cathay Pacific Group network as of the publishing date of *Emporium*.
- 2.9 A product marked with “CATHAY DRAGON EXCLUSIVE” icon, colours/ size/ combination/ set/ packaging design of the product is only available with Cathay Dragon network as of the publishing date of *Emporium*.
- 2.10 A product marked with “LIMITED EDITION” icon is only available for a certain period or in a limited quantity as of the publishing date of *Emporium*.
- 2.11 A product marked with “A330” icon is only available on A330 aircraft.
- 2.12 A product marked with “New” icon is the product just launched inflight as of the publishing date of *Emporium*.
- 2.13 A product marked with “Buy Now! Not yet available in Mainland China” icon is not yet available at the brand’s specialty shops and authorised outlets in Mainland China including airport and duty-free stores as of the publishing date of *Emporium*.
- 2.14 A product marked with “China-Mainland & HK regional delivery only” icon can be delivered to Mainland China and Hong Kong SAR.
- 2.15 A product marked with “HK delivery only” icon can only be delivered to Hong Kong SAR.
- 2.16 A product marked with “Also available for HK & regional delivery” icon can be selected onboard or delivered to Hong Kong SAR, Mainland China, Taiwan China, Japan, Singapore and South Korea.
- 2.17 A product marked with “Also available for HK delivery” icon can be selected onboard or delivered to Hong Kong SAR.
- 2.18 Warranties, if any specified in the product specifications, are provided by the supplier of the product. “International Warranty” represents that the warranty applies to worldwide authorized service centers and clients can go to authorized local service centers for warranty services during warranty period. “Manufacturer Warranty” represents that the warranty applies to one distributor and clients must send the product back to manufacturer for warranty services during warranty period. Customers are advised to contact the supplier directly should there be any query or dispute concerning the product warranty and maintenance.

3. Price and Payments

- 3.1 Prices for products listed in *Emporium* magazine or website are quoted in Hong Kong dollars and US dollars.
- 3.2 Products that include a price quoted as the “Hong Kong Retail” is the marked price offered (after discount) at the respective brand’s authorised shops in Hong Kong excluding airport and duty-free stores, as of the publishing date of *Emporium* magazine.
- 3.3 A product marked with “Save” icon is the difference between Cathay Dragon’s listed price and the price offered at the brand’s specialty shops and authorised outlets in Hong Kong excluding airport and duty-free stores as of the publishing date of *Emporium*.
- 3.4 For onboard Orders, a wide range of currencies may be accepted and Customers may contact Cathay Dragon’s cabin crew for further information.
- 3.5 Cathay Dragon may change the prices quoted for the products listed in *Emporium* magazine and/or website, provided Cathay Dragon applies such new price to all products and that such price will only apply to products ordered as of publication of the new price.
- 3.6 Credit card purchases will be charged in Hong Kong dollars (HK\$). Passport validation against the credit card holder maybe required for inflight purchases of *Emporium* goods. In relation to onboard purchases Cathay Dragon does not accept payment by credit card for purchases that exceed HK\$5,000, or such revised amount as may be applicable from time to time.
- 3.7 Where applicable, customs, import duties, goods and services tax, business tax and postal clearance are separate and additional to the price. These will be borne by the Customer and cannot be paid using any form of vouchers.
- 3.8 Cathay Dragon honours the credit cards shown below (except local cards and Electron Visa cards):



Minimum 最低簽賬額 HK\$ 100
Maximum 最高簽賬額 HK\$ 5,000

* Selected UnionPay credit cards are accepted for onboard purchase. Please check with cabin crew for details.

指定銀聯信用卡可用於國泰機上購物。
詳情請向機艙服務員查詢。

- 3.9 Selected Hong Kong and Macau UnionPay credit cards are accepted for onboard purchase and such acceptance may be updated from time to time.
- 3.10 Every effort is made to ensure that prices shown in the *Discover the Shop* magazine and website are accurate at the time the Customer places his/her Order. If an error is found before we accept an Order, Cathay Pacific will inform the Customer as soon as possible and offer the Customer the option of reconfirming the Customer’s Order at the correct price or cancelling the Customer’s Order. If the Customer cancels, Cathay Pacific will refund or recredit the Customer for any sum that has been paid by the Customer or

debited from the Customer's credit card for the products.

4. Asia Miles

- 4.1 Asia Miles can be earned for all inflight purchase of products from *Emporium* and details are as follows:

Who will earn	What you earn	How you earn
Asia Miles members	HK\$5 = A 1	Spend a minimum of HK\$500 (net)* on Cathay Dragon's inflight duty free products or home delivery service on a single sales receipt. Please present your membership card when making your purchases. *Net payment exceeding HK\$500 after discount and any vouchers
Marco Polo Club members	HK\$5 = A 2	

- 4.2 To earn Asia Miles, a minimum spend of HK\$500 (net amount) is required on a single purchase receipt.
- 4.3 No Asia Miles can be earned if the Customer does not present his/her Asia Miles membership card, temporary membership card, boarding pass with membership details or mobile membership card at the time of purchase.
- 4.4 Asia Miles earned shall be calculated based on the Hong Kong dollar amount printed on the sales invoice.
- 4.5 Please refer to Clause 6.4 for Asia Miles accrual policy on Home Delivery purchase.
- 4.6 Asia Miles terms and conditions apply. For details, please visit www.asiamiles.com.
- 4.7 No Asia Miles can be earned in respect of delivery charges, goods and services tax, business tax, customs and import duties and postal clearance for any inflight purchase of products from *Emporium*.

5. Title and Risk

- 5.1 Risk and liability in respect of all goods purchased by a Customer shall pass to the Customer on handing the goods to the Customer on board or on delivery via the Home Delivery Service. Property and ownership in goods shall pass to the Customer on full payment.

6. Terms and Conditions for Home Delivery Service (applicable to customers residing in Hong Kong SAR, Mainland China, Taiwan China, Japan, Singapore and South Korea)

6.1 Order Submission

- 6.1.1 Customers have the option of placing orders for products for delivery to their address in Hong Kong or their address at certain Cathay Dragon destination cities, as set out in the *Emporium Magazine*, by completing the relevant Home Delivery Service order form and submitting it to our cabin crew.
- 6.1.2 Subject always to clause 2.3, items may be out of stock, and are subject to availability. Subject to the foregoing, our customer service agent (which may include a representative from our strategic partner, Retail In Motion Asia Limited("RiM")), will contact you within seven working days upon receiving the order form, and arrange delivery within three working days upon receiving your payment. We accept payment by credit card only for home delivery orders. For enquiries, please contact kaaftersales@retailinmotion.com. Under certain circumstances it may take longer than the aforementioned time frame for our agent to contact you for payment and/or delivery arrangements. Cathay Dragon will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery, unless such delay was caused by Cathay Dragon's wilful misconduct or gross negligence.
- 6.1.3 Please notify us via kaaftersales@retailinmotion.com if you fail to receive any acknowledgement for the goods ordered after 7 working days.
- 6.1.4 For each Customer, maximum order quantity for each product is 3 pieces per flight.

6.2 Delivery

Hong Kong

- 6.2.1 Home Delivery Service is available only to addresses in Hong Kong Island, Kowloon, New Territories and Lantau Island, except Discovery Bay and excluding other outlying islands and P.O. Box numbers, and is conditional on there being an authorized or legitimate unloading area available.
- 6.2.2 A delivery charge will be charged for every delivery in Hong Kong to a single address calculated on the basis of HK\$30 for orders of up to 1kg in weight (including packaging). HK\$12 will be charged for each additional 1kg..
- 6.2.3 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods, in which case Cathay Dragon will charge an additional delivery fee of based on the actual weight. Goods ordered in the same transaction may be dispatched separately, with no extra cost incurred to the Customer.

Outside Hong Kong

- 6.2.4 A delivery charge will be charged for every delivery to a single address outside of Hong Kong calculated on the basis of HK\$200 for orders of up to 1kg in weight (including packaging). HK\$25 will be charged for each additional 1kg. If there is no one at the given address who is competent to accept delivery of the goods you will be notified of an alternative delivery date. If upon the second attempt of the delivery, there is still no one at the given address who is competent to accept delivery of the goods, the goods will be returned to Cathay Dragon in Hong Kong and if Customer wishes to arrange re-delivery of the goods, Cathay Dragon will charge an additional delivery calculated in accordance with this Clause, customs, import duties, goods and services tax, business tax and postal clearance if any.

All destinations

- 6.2.5 Upon delivery, Customers are required to examine the condition of goods. By signing an acknowledgement of receipt, Customers confirm receipt of the purchased goods. The Customer shall be deemed to have accepted the goods as delivered after a period of 30 days from delivery, absent any indication to us that the goods are not in conformance with what was ordered. Following this period of time we shall not be obliged to offer any refund or other goods if you subsequently claim that the goods delivered are not the goods you paid for or not in a good condition, subject always to your statutory rights as a consumer including any mandatory laws which do not permit the limitation of liability in case of wilful misconduct or gross negligence.
- 6.2.6 Delivery service will be suspended when typhoon signal No. 8 or above or a black rain warning is hoisted in Hong Kong or equivalent or similar conditions exist in relation to overseas delivery. In this event, the Customer will be contacted to re-schedule delivery time.
- 6.2.7 Every effort will be made to deliver the goods as soon as possible after the Customer's Order has been accepted, and by any date indicated for delivery. However, Cathay Dragon will not be liable for any loss or damage suffered by the Customer through any reasonable or unavoidable delay in delivery, other than delay caused by Cathay Dragon's wilful misconduct or gross negligence. In this case, Cathay Dragon will inform the Customer as soon as possible.

6.3 Payments

- 6.3.1 Only credit card is accepted for home delivery orders.
- 6.3.1 Except as otherwise provided in these terms and conditions, and subject always to your statutory rights as a consumer after a period of 7 days following the completion of a transaction, the payment is non-refundable and the purchased item is non-exchangeable.
- 6.3.2 Should there be any changes to the order caused by any reasons including but not limited to stock shortages, we will confirm such other amounts with you by telephone or e-mail prior to billing. Customer's countersignature

against the amended order form is required before the transaction is processed and delivery arranged.

- 6.3.3 Any products defined as dutiable items by the Hong Kong Customs and Excise Department (including tobacco and spirits) are not available for purchase via the Home Delivery Service.
- 6.3.4 Only certain products (such as jewellery and watches) are available and are part of the Home Delivery Service for destinations outside of Hong Kong. The Customer shall refer to the *Emporium* magazine for details of such products.

6.4 Asia Miles

- 6.4.1 Asia Miles can be earned for all Home Delivery Service purchase of products from *Emporium* and details are as follows:

Who will earn	What you earn	How you earn
Asia Miles members	HK\$5 = 🏆 1	Spend a minimum of HK\$500 (net)* on Cathay Dragon's inflight duty free products or home delivery service on a single sales receipt. Please present your membership card when making your purchases.
Marco Polo Club members	HK\$5 = 🏆 2	*Net payment exceeding HK\$500 after discount and any vouchers

- 6.4.2 To earn Asia Miles, a minimum spend of HK\$500 (net amount) is required on a single Home Delivery Service purchase.
- 6.4.3 Asia Miles earned shall be calculated based on the Hong Kong dollar amount of purchase.
- 6.4.4 Asia Miles terms and conditions apply. For details, please visit www.asiamiles.com.

7. After Sales Service

- 7.1 Cathay Dragon offers our customers a repair or replacement service for inflight sales items with defects within 30 days of purchase. Alternatively, Cathay Pacific may in its discretion refund the price of any such defective goods. This does not affect any statutory rights that the Customer has as a consumer.
- 7.2 To request after sales service or report malfunction of our products, Customers customers please email to kaaftersales@retailinmotion.com. Cathay Dragon or its customer service agent (which may include a representative from RiM) will contact the Customer upon receipt of his/her request and sales invoice and inform the Customer of the action to be taken within 7 days of receipt of the request (or as soon as possible thereafter). You may be reached by phone or e-mail from kaaftersales@retailinmotion.com. Customers should keep and produce the original packaging, sales invoice and free gift (if any), when requesting after sales service.
- 7.3 Cathay Dragon shall not accept items for after sales service which have been damaged due to abuse, misuse, accidents, unauthorised alterations or repair, due

to a defect arising through fair wear and tear or use otherwise than as recommended by the supplier, or failure to follow instructions. Dutiable items may not be replaced due to local customs regulations. These may include alcoholic beverages, tobacco products, fragrances and cosmetics.

8. Duty Free Allowance and Regulations

- 8.1 Tobacco products and alcoholic beverages available for sale from the *Emporium* magazine will not be sold to minors under the age of 18. In this respect, by placing an Order for tobacco products or alcoholic beverages inflight, the Customer warrants that he/she is 18 years old or above.
- 8.2 To purchase alcoholic products via Home Delivery Service, a person aged 18 or above (identification required) must be present to take delivery or delivery shall be withdrawn and attempted at another time agreed.
- 8.3 Consumption of alcoholic beverages purchased inflight is prohibited during the flight.
- 8.4 Information regarding duty free allowances for various countries can be obtained from our cabin crew.
- 8.5 It is Customer's responsibility to ensure that the products they purchase inflight meet the duty free allowances and the security requirements of their destination countries. To such extent as permissible by applicable laws, the Customer shall not be entitled to any refunds for any purchased items confiscated by local authorities if such purchased items do not meet the duty free allowance.
- 8.6 Many countries have implemented liquids, aerosols and gels (LAG) restrictions on cabin baggage. Please contact our cabin crew for more information. To such extent as permissible by applicable laws, the Customer shall not be entitled to any refunds for any items confiscated by local authorities if such purchased items do not comply with the applicable LAG requirements.

9. Force Majeure

- 9.1 Cathay Dragon shall not be liable for or be deemed to be in breach of these Terms and Conditions for any delay or failure in its performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, epidemic, labour difficulties, equipment failures, or any other causes beyond Cathay Dragon's control.

10. Exclusions and Liability

- 10.1 These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the supply of the goods and performance of services and there are no warranties, conditions or other terms that are binding on us except as expressly stated in these Terms and Conditions. Any warranty, condition or other term concerning the goods or any services which might otherwise be implied into or incorporated in the contract between us by statute, common law or otherwise is hereby expressly excluded.
- 10.2 Notwithstanding clause 10.1, nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or liability implied into the contract

between Cathay Dragon and a Customer where to do so is illegal or would render any provision of the contract void.

- 10.3 Nothing in these Terms and Conditions and in the contract between us shall limit or exclude our liability for death or personal injury caused by our negligence. This clause 10 is also subject to any mandatory provisions of local law in the country where goods are delivered which do not permit the limitation of liability in cases of wilful misconduct or gross negligence.
- 10.4 Subject to clauses 10.2 and 10.3 and to such extent as permitted by applicable law, we will not be liable under the contract between us or otherwise for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising or for any damage caused by any product or failure of such product to perform and whether caused by tort (including negligence), breach of contract or otherwise.
- 10.5 Subject to clauses 10.2, 10.3 and 10.4 and to such extent as permitted by applicable law, our maximum aggregate liability under these Terms and Conditions whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by the Customer to us in respect of the product(s) in question.
- 10.6 To such extent as permissible by applicable law and subject to clauses 10.2 and 10.3, Cathay Dragon shall not be liable to the Customer or any third party for any loss or damage however caused which may be directly or indirectly suffered in connection with use of the website, any purchases of items for Home Delivery Service or the delivery of such items or caused by any use or misuse of the goods.

11. Amendment

- 11.1 Cathay Dragon shall have the right and sole discretion to amend these Terms and Conditions on notice. Any revised version of these Terms and Conditions shall be effective as at the date of publication on this website and shall apply to all Orders received thereafter.

12. Data Protection

- 12.1 The personal data supplied by Customers is required to process Customers' Orders pursuant to Clause 2.1 of this Terms and Conditions. Cathay Dragon uses the personal data in accordance with the Customer Privacy Policy https://www.cathaypacific.com/cx/en_HK/legal-and-privacy/customer-privacy-policy.html ("**Privacy Policy**"). Failure by Customers to provide such personal data may result in Cathay Dragon being unable to process the Customers' Orders.
- 12.2 All personal data is managed in accordance with the Privacy Policy. Such Privacy Policy is deemed incorporated into the contract between Cathay Dragon and the Customer.
- 12.3 If the Customer places an Order with *Emporium*, we will record the Customer's personal details. The Customer's data will be used principally to provide the Customer with the goods and/or services the Customer has purchased. Failure to provide personal data as requested will result in Cathay Dragon being unable to process the Customer's Order. We retain the data provided by the Customer from time to time, including data we collect when the Customer places an Order or uses

our products and services. Without limitation to our Data Privacy Policy, the Customer's data may be used for the following purposes: accounting, billing and audit, delivery of goods, credit or other payment card verification, security, administrative and legal purposes and assessment of any after sales service claims. By placing an Order, the Customer agrees and consents to Cathay Dragon's collection, use and transfer of your personal data in accordance with the Data Privacy Policy.

13. Miscellaneous

- 13.1 These Terms and Conditions shall constitute the entire agreement between Cathay Dragon and the Customer. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Cathay Dragon.
- 13.2 Neither our failure nor the Customer's failure to enforce any term of the contract between us constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.
- 13.3 In the event of any inconsistency between this English version of the Terms and Conditions and any foreign language translation, the English version shall prevail.

14. Governing Law Language

- 14.1 These terms and conditions are governed by the laws of the Hong Kong Special Administrative Region and the parties hereby submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region, subject always to any mandatory provisions of local law in the country where a Customer is located that stipulate that the relevant local law should apply and/or that the local courts should have jurisdiction.
- 14.2 In the case of any discrepancy between the English version and any other translated version of these Terms and Conditions, the English version shall prevail.