

## TERMS AND CONDITIONS 條款及細則

**SECTION A (Details) and all the terms and conditions as set out in SECTION B (General Terms and Conditions) shall constitute the TERMS AND CONDITIONS governing the Event.**

A 章 (詳情) 及 B 章 (一般條款細則) 的所有條款細則均構成是次活動的條款及細則。

### SECTION A

#### A 章

##### Details 詳情

<b>Event:</b> 推廣活動	Ultherapy® SPT Authenticity Reward Program
<b>Organizer:</b> 舉辦方	Merz Hong Kong Limited
<b>Correspondence Address:</b> 通訊地址	Units 1512-13, Level 15, Tower 1, Grand Century Place, 193 Prince Edward Road, West, Mongkok, Kowloon, Hong Kong 香港旺角太子道西193號新世紀廣場1座15樓1512-13室
<b>Participating Country/ies:</b> 舉辦地區	Hong Kong 香港
<b>Third Party Event Platform:</b> 第三方活動平台	Website, Facebook, Instagram, Blog
<b>Event Commencement Date:</b> 活動開始日	1 April 2020
<b>Event Closing Date:</b> 活動結束日	31 Dec 2020  For the avoidance of doubt – 為免生疑慮 –  (a) The Event Closing Date may occur earlier as determined solely by Organizer if Prizes are fully redeemed on a first come first serve basis prior to the Event Closing Date. In such event, the Event Closing Date shall be construed as the date on which all Prizes are fully redeemed; or 如在活動結束日之前以先到先得的形式已送出全數獎品，舉辦方可能會決定提前活動結束日。在此情況下，活動結束日將會定於獎品全數送出的當天；或  (b) The Event Closing Date may occur later as determined solely by Organizer if the Prizes are not fully redeemed on a first come first serve basis prior to the Event Closing Date. In such event, the Event Closing Date may be extended at the discretion of Organizer until all Prizes are fully redeemed. 如在活動結束日之前以先到先得的形式仍未送出全數獎品，舉辦方可能會決定推遲活動結束日。在此情況下，舉辦方可能延遲活動結束日，直到獎品全數送出為止。

<p><b>Criteria and mechanics governing the participation in the Event and selection of winners:</b> 參與活動及得獎的資格和機制</p>	<p>(a) To qualify for the Event, participants are required to complete the Ultherapy® treatment with a minimum of 400 lines in one single receipt at one of Organizer's certified clinics ("<b>Certified Clinics</b>") from the Event Commencement Date to the Event Closing Date. Certified Clinics are authorized and recognized by Organizer for using authentic Ulthera devices for the Ultherapy® treatment. 參與推廣活動資格：參與者必須於活動開始日至活動結束日期間，在任何一間舉辦方認可的診所（「認可診所」）完成 Ultherapy® 療程，單次 400 線或以上。獲舉辦方授權及認證的認可診所均使用正廠 Ulthera 儀器進行 Ultherapy® 療程。</p> <p>(b) Participants may submit multiple entries for this Event provided that they fulfil the criteria in paragraph (a) above. 參與者只要符合上面 (a) 點提及的資格，可以在推廣活動中登記多於一次。</p>
<p><b>Total Winners:</b> 得獎者總數</p>	<p>A total of 2,000 Starbucks ecoupon worth HKD\$50 each have been allocated for this Event. 是次推廣活動總共會送出 2,000 張 Starbucks® 50 港元電子禮券</p>
<p><b>Prize:</b> 獎品</p>	<p>2,000 Starbucks ecoupon worth HKD\$50 each on a first come first serve basis. 2,000 張 Starbucks® 50 港元電子禮券，每次登記獲發一張，以先到先得的形式送出。</p>
<p><b>Prize Redemption:</b> 領取獎品</p>	<ol style="list-style-type: none"> <li>Participants who have fulfilled the criteria governing the participation in the Event will receive an "authenticity card" ("<b>Card</b>") from Certified Clinics. In the event of multiple entries by Participants, Participants will receive one (1) Card for each entry. 符合參與推廣活動資格的參與者將會由認可診所獲發一張「正廠療程卡」（「卡」）。如參與者登記多於一次，每次登記均會獲得一 (1) 張卡。</li> <li>Each Card contains a "QR code" and a "scratch off code" for participants to scratch and obtain a set of numbers ("<b>Registration Number</b>"). 每張卡上印有一個「QR code」和一組數字（「登記號碼」）。</li> <li>Once the Registration Number is revealed, participants will scan the QR code, which will lead participants to the Event registration page at <a href="http://www.ultherapy-real.com">www.ultherapy-real.com</a>. 得到登記號碼後，參與者用手機掃瞄 QR code，然後會顯示 <a href="http://www.ultherapy-real.com">www.ultherapy-real.com</a> 的推廣活動登記頁面。</li> <li>Participants will fill in their personal contact information (<i>full name and email address</i>), Certified Clinic visited for the Ultherapy® treatment, mobile number and the Registration Number, and also to upload copy of Ultherapy® treatment receipt (which must be 400 lines or above in one single treatment). 參與者填寫個人聯絡資料（全名，手機號碼及電郵地址）、進行</li> </ol>

	<p>Ultherapy®療程的認可診所，以及登記號碼，並須上傳購買Ultherapy®療程(必須為單次 400 線或以上)收據。</p> <p>5. Upon completion, participants will be notified via email and receive the Prize. 完成遞交資料後，參與者將會收到電郵通知領取獎品。</p>
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**SECTION B**  
**B 章**

**General Terms and Conditions 一般條款細則**

**1. General 一般資料**

- (a) The TERMS AND CONDITIONS shall apply to the Event organized by Organizer. Participation in the Event shall constitute acceptance of the TERMS AND CONDITIONS and any amendments thereof.  
本條款及細則適用於舉辦方所舉辦的推廣活動。參與推廣活動即代表接受本條款及細則和其任何的修改。
- (b) The Event is in no way sponsored, endorsed or administered by, or associated with Third Party Event Platform. Any questions, comments or complaints regarding the Event should be directed to Organizer, not Third Party Event Platform.  
第三方活動平台對活動沒有任何贊助、代言、管理或關聯。任何關於推廣活動的問題、意見或投訴均應直接轉介予舉辦方，而不是予第三方活動平台。
- (c) Non-compliance with or breach of any of the TERMS AND CONDITIONS may disqualify the participants and any prize won may be forfeited, withheld, withdrawn or reclaimed at Organizer's sole discretion and without any liability to participants.  
不遵守或違反本條款及細則的任何一項均可能導致失去參與活動的資格，舉辦方有權將參與者獲得的獎品沒收、保留、取消或回收而無須向參與者承擔任何責任。
- (d) Entry to the Event commences on Event Commencement Date and closes on Event Closing Date ("Event Period"). Organizer reserves the rights to amend the Event Period at any time without prior notice to any party.  
推廣期登記由活動開始日起至活動結束日止 (「推廣期」)。舉辦方保留權利隨時修改推廣期而無須另行通知。

**2. Eligibility 參與推廣活動資格**

- (a) The Event is open to all legal residents residing in the Participating Country/ies aged 18 years old and above (as at the date of their participating entry).  
推廣活動開放予所有居住在舉辦地區並於參與活動當天年滿 18 歲的合法居民。
- (b) Employees of Organizer and its affiliates (and their immediate family members, including spouses, children, parents and siblings), and the agencies associated with the Event, if any, including but not limited to advertising agencies, promotions agencies, printing company or any person assisting or who are involved in the Event are not eligible to participate in the Event.  
舉辦方的員工及其關聯公司 (及其直系家屬包括伴侶、子女、父母及兄弟姊妹)，與活動有關的公司 (如有) 包括但不限於廣告公司、推廣公司、印刷公司或任何協助活動或跟活動有關連的人士，均不得參與推廣活動。

- (c) Participants must comply with all the criteria and mechanics governing the participation in the Event as set out in Section A of the TERMS AND CONDITIONS.

參與者必須遵守於本條款及細則之 A 章所列出的參與推廣活動的所有資格和機制。

- (d) Incomplete information provided, failure to provide true and accurate information, failure to submit proof of identification upon collection of the Prize (if so required) or failure to comply with the criteria and mechanics governing the participation in the Event as set out in Section A of the TERMS AND CONDITIONS, will automatically disqualify the participants.

資料填寫不完整、未能提供真確及準確資料、未能於領取獎品時提交身份證明文件 (如被要求)，或未能遵守於本條款及細則之 A 章所列出的參與推廣活動的所有資格和機制，均自動喪失參與推廣活動的資格。

- (e) Organizer shall have the sole discretion to determine the eligibility of the participants and shall have the right to disqualify any ineligible participant without giving any reason thereof and without any liability to participants.

舉辦方有權決定參與者的資格及取消任何不符合資格的參與者而無須給予任何理由及無須向參與者承擔任何責任。

### 3. Multiple Entries 重覆登記

Unless otherwise stated in Section A of the TERMS AND CONDITIONS, no participant may submit entry to the Event more than once. Each eligible participant is only entitled to submit one (1) entry for the Event. In the event of multiple entries, Organizer reserves the right at its sole and absolute discretion without notice to the participants either to disqualify the participant, or to use the latest submission of the participant to qualify for the entry to the Event. In such an event, no further correspondence or appeal will be entertained under any circumstances.

除非本條款及細則之 A 章另有說明，否則參與者不可在推廣活動中登記多於一次。每名合資格的參與者只可在推廣活動中登記一 (1) 次。如有重覆登記，舉辦方保留絕對權利在沒有通知參與者的情況下，取消參與者的推廣活動參與資格，或採用參與者最近一次的登記作為參與推廣活動之資料。在此情況下，任何進一步的討論或上訴在任何情況下均不會被接納。

### 4. Materials 素材

- (a) Participants and winners warrant that they own all the intellectual property rights in all photos, drawings, texts and/or any other contents, information or materials (collectively "**Materials**") and the Materials do not infringe any person's intellectual property rights, as at the submission date of the Materials to Organizer. By submitting the Materials for the Event, participants hereby agree that – (i) all the Materials shall become the sole and exclusive property of Organizer; (ii) participants shall assign or otherwise transfer all intellectual property rights in the Materials to Organizer such that the ownership thereof vests in Organizer. Where some intellectual property rights may not be legally assignable or transferable, participants shall grant to Organizer an exclusive, world-wide, irrevocable, sub-licensable, perpetual and royalty-free license for the use of the Materials; and (iii) Organizer shall have no obligation to preserve, return, or otherwise make available the Materials to participants, winners or any other party.

參與者及得獎者保證在提交予舉辦方的當天擁有所有照片、繪圖、文字及/或任何其他內容、資訊或素材 (統稱「**素材**」) 的知識產權，並保證素材沒有侵犯任何其他人的知識產權。如參與者向推廣活動提交素材，即代表同意 – (i) 所有素材將會歸舉辦方專有；(ii) 參與者須將提交予舉辦方之素材的知識產權轉讓或轉移予舉辦方，即舉辦方擁有素材的知識產權。如某些知識產權未能合法轉讓或轉移，參與者須授予舉辦方獨家、全球性、不可撤銷、可再授權、永久性、免版稅的權利來使用素材；及 (iii) 舉辦方沒有義務將素材保存、退回或提供予參與者、得獎者或任何其他方。

- (b) Organizer shall have the right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, advertise display, exhibit and/or otherwise make use of Materials in any and all media, whether now or hereafter, throughout the world and for any purpose at the absolute discretion of Organizer, without notice and compensation to participants, winners or any other party.

舉辦方有權因任何目的於現在或將來在全球任何及所有媒體將素材使用、複製、編輯、展示、傳送、制作衍生產品、修改、出版、刊登廣告、展覽及/或取用，而無須另行通知及無須補償予參與者、得獎者或任何其他方。

## 5. Prize 獎品

- (a) Winners will be determined by Organizer based on the criteria as set out in Section A at the absolute discretion of the Organizer. Each winner is only entitled to one (1) Prize.

舉辦方擁有絕對權利根據 A 章所提及的活動參與資格來評定得獎者。每位得獎者只會獲得一 (1) 份獎品。

- (b) The Prize is subject to (i) terms and conditions as may be imposed by Organizer; and (ii) any other terms and conditions as may be imposed by the relevant partner/organization providing or sponsoring the Prize (“**Prize Ts&Cs**”). By accepting the Prize, the winners hereby agree to be bound by such Prize Ts&Cs.

獎品受制於 (i) 舉辦方訂立的條款及細則；及 (ii) 提供或贊助獎品的相關合作夥伴或機構可能訂立的條款及細則 (「**獎品條款及細則**」)。得獎者接受獎品即代表同意受獎品條款及細則所約束。

- (c) The winners shall not directly or indirectly resell, attempt to resell and/or allow the resale of the Prize in any manner whatsoever. A breach of this term shall constitute a material breach and shall entitle Organizer to immediately withdraw or reclaim the Prize upon notice and without any liability to Organizer.

得獎者不得以任何方式直接或間接將獎品轉售、試圖轉售及/或容許他人轉售。違反此條款即視作違約，舉辦方有權立刻通知得獎者將獎品取消或收回而無須向得獎者承擔任何責任。

- (d) The Prize, or any part thereof, are strictly not transferable or exchangeable for cash, any other item or benefit.

嚴禁將獎品或其任何部分轉讓或換取金錢、任何其他物品或優惠。

- (e) Organizer reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, add to, replace or alter the Prize or any part thereof without prior notice or reason to any party or assuming any liability to any party.

舉辦方保留絕對權利在任何時候替補、取消、增加、替代或修改獎品或其任何部分而無須另行通知或向任何方給予理由及無須向任何方承擔任何責任。

- (f) Each Prize is used at the sole risk of the winners.

得獎者須承擔使用獎品的風險。

## 6. Notification on Prize Redemption 領取獎品通知

- (a) The winners will be notified by Organizer by social media channels, emails, telephone number or direct message on social media (winners must, therefore ‘like’ or ‘follow’ Organizer’s social media account in order to be contacted on the Prize) (“**Notification**”), within thirty (30) days following the Event Closing Date. Organizer shall not be responsible or be liable for any late, lost, misdirected or unsuccessful efforts to notify the winners. Winners shall redeem the Prize in accordance with the Prize Redemption as set out in Section A and/or instructions given by the Organizer in the Notification.

舉辦方將會於活動結束日後三十 (30) 天內透過社交媒體、電郵、電話號碼或社交媒體上的私訊通知得獎者 (「**通知**」)(得獎者必須先「讚好」或「追蹤」舉辦方的社交媒體專頁，方可收到通知)。舉辦方不

會對在通知得獎者上的任何延遲、漏失、誤導或不成功承擔任何責任或義務。得獎者將根據 A 章所提及的領取獎品方法及/或舉辦方在通知上的指引而領取獎品。

- (b) In the event a winner fails to respond to Organizer in accordance with the Notification within five (5) days after the Notification is being sent to the winner or winner fails to redeem the Prize within the time period specified in the Notification, such winner shall be deemed to have relinquished his/her entitlement to the Prize. In such an event, no further correspondence or appeal will be entertained under any circumstances and Organizer will choose another winner at its absolute discretion as a replacement.

如得獎者未能在收到通知後五 (5) 天內聯絡舉辦方，或得獎者未能根據通知上列明的限期前領取獎品，即視為該得獎者放棄獎品。在此情況下，任何進一步的討論或上訴在任何情況下均不會被接納，而舉辦方有權選出另外一名得獎者以作替補。

- (c) Winner who is deemed to have waived his/her claim to the Prize hereby releases and forever discharges, all and/or any actions, claims, rights and demands that he/she may have against Organizer and shall not be entitled to any compensation from Organizer.

被視為放棄獎品的得獎者因此永久放棄向舉辦方提出所有及/或任何行動、索償、權利及要求，而舉辦方將不會向其作出任何補償。

## 7. Publicity 媒體宣傳

Organizer may undertake publicity activities relating to the Event and Prize awards. Winners therefore agree to the use of their name, photograph, likeness, image and/or region of residence in any post-prize-winning publicity in accordance with Organizer's privacy policy: [https://www.merz.com//app/uploads/2019/06/merz\\_privacy\\_policy.pdf](https://www.merz.com//app/uploads/2019/06/merz_privacy_policy.pdf). (“Organizer's Privacy Policy”).

舉辦方可能會對推廣活動及獎品頒發作媒體宣傳活動。得獎者因此同意將其姓名、照片、形象、圖像及/或居住地區應用於任何在獎品頒發後根據舉辦方的私隱政策 ([https://www.merz.com//app/uploads/2019/06/merz\\_privacy\\_policy.pdf](https://www.merz.com//app/uploads/2019/06/merz_privacy_policy.pdf)) (「舉辦方私隱政策」) 而作出的媒體宣傳上。

## 8. Others 其他

- (a) All visuals relating to the Event or the Prize are for illustration purposes only.

所有與推廣活動或獎品有關的圖像僅用於說明目的。

- (b) Organizer's decisions on the Event and the winners shall be final and no correspondence or appeal to Organizer will be entertained under any circumstances. In the event of a dispute, any individual's entitlement to participate in the Event and any participant's entitlement to the Prize shall be subject to the sole discretion and final determination of Organizer.

舉辦方對推廣活動及挑選得獎者的決定是最終定論，任何進一步的討論或上訴在任何情況下均不會被接納。如有爭議，舉辦方擁有最終權利決定任何人士能否參與推廣活動及任何參與者能否獲得獎品。

- (c) Organizer reserves the right at its sole discretion to add, suspend, terminate, change, modify, replace, amend or cancel the Event or any of the TERMS AND CONDITIONS, in whole or in part as it deems fit at any time and without notice or liability to any party. Any changes relating to the Event may be posted within the Event's platform or Third Party Event Platform during the Event Period and Organizer shall not be liable to any party for any losses or damages suffered or may be suffered by any party either directly or indirectly as a consequence hereof.

舉辦方保留權利在任何適當時間對推廣活動或本條款及細則或其任何部分作出補充、暫緩、終止、變更、修改、替代、修訂或取消而無須另行通知或向任何方承擔任何責任。關於推廣活動的任何變更會在推廣

期內公佈於推廣活動平台或第三方活動平台上，舉辦方無須為此而對任何方帶來的任何直接或間接已經或可能的損失或損害承擔任何責任。

- (d) It shall be at Organizer's sole discretion to determine if any of the TERMS AND CONDITIONS have been breached by any participant or winner. The decision of Organizer in this regard is final and conclusive.

舉辦方有權評定參與者或得獎者是否違反本條款及細則的任何一項。舉辦方有關的決定將視為最終定論。

- (e) By participating in the Event, participants and/or winners hereby agree to defend, release, discharge and/or hold harmless Organizer, its directors, officers, employees, agents, related corporations, affiliates, representatives and third party service provider (collectively "**Organizer Group**") from any and all losses, damages, costs and expenses (including legal fees on an indemnity basis), demands, causes of action, claims, actions or liabilities of any nature whatsoever, whether known or unknown at the present time, whether directly or indirectly, in connection with:-

如參與推廣活動即代表參與者及/或得獎者同意確保舉辦方、其董事、高級職員、僱員、代理商、相關機構、關聯公司、代表及第三方服務供應商(統稱「**舉辦方機構**」)免於承擔跟以下幾項有關的於現在已知或未知、直接或間接的任何及所有損失、損害、費用及開支(包括按全數賠償基準支付的法律費用)、要求、訴訟理由、索償、訴訟或任何性質的責任:

- (i) any defects, quality, merchantability or any other aspect of the Prize;  
獎品的任何缺陷、品質、可銷性或任何其他方面;
- (ii) any acts or defaults of the sponsor, issuer, merchant and/or suppliers of the Prize;  
獎品的贊助商、發行商、分銷商及/或供應商的任何行為或失職;
- (iii) participants' and/or winners' breach or violation of any laws, regulations or the TERMS AND CONDITIONS, which shall include but not limited to any claims of infringement resulting hereof;  
參與者及/或得獎者觸犯或違反任何法律、規則或本條款及細則而引致的包括但不限於任何侵犯索償;
- (iv) any accidents, theft, loss of life, injury to person, lost parcels, lost profits, revenue, business or anticipated savings, loss or damage to property and/or any other loss or liability suffered by the participants, winners and/or his or her companion as a result of or in connection with his or her participation in the Event, or resulting from the award, delivery, acceptance, redemption, use or enjoyment of the Prize; and/or  
參與者, 得獎者及/或其夥伴因參與推廣活動、與參與推廣活動有關, 或因獎品的頒發、送遞、接受、領取或使用而引起的任何意外、盜竊、人命損失、人身傷害、包裹損失、在利潤、收入、業務或預計儲蓄上的損失、財物損失或損壞, 及/或任何其他損失或責任; 及/或
- (v) any tax liabilities in relation to the Event, Prize and/or use or enjoyment of the same.  
任何關於推廣活動, 獎品及/或使用獎品之任何稅務責任。

Organizer shall have the right (but not obligated) at any time to assume the defense against any claim and all negotiations for settlement and compromise. Participants and winners agree to cooperate with Organizer in such defense, if any. This provision is binding on participants and/or winners, their spouse, their children, legal representatives, heirs, successors and assigns.

舉辦方在任何時候均有權(但沒有義務)對任何索償作出抗辯及對所有協議及妥協作出談判。參與者及得獎者同意在此等抗辯中(如有)與舉辦方合作。此條款對參與者及/或得獎者、其伴侶、子女、法律代表、繼承人、繼任人及受託人均具約束力。

- (f) Failure by Organizer to enforce or perform any one of the TERMS AND CONDITIONS in any instance(s) shall not give rise to any claim or right of action by any participant or winner, nor shall it be deemed to be a waiver of any of Organizer's rights in relation to the same.

舉辦方在任何情況下如未能執行或履行本條款及細則的任何一項，並不使任何參與者或得獎者因而可提出任何索償或訴訟權利，亦不可被視為舉辦方放棄對任何參與者或得獎者提出的任何索償或訴訟權利作出反對的任何權利。

- (g) The TERMS AND CONDITIONS shall be governed by and construed in accordance with the laws of Hong Kong and the Contracts (Rights of Third Parties) Ordinance (Cap. 623). The parties agree to be bound by the exclusive jurisdiction of the courts of Hong Kong.

本條款及細則須受香港法例及《合約 (第三者權利) 條例》(第 623 章) 所規限。各方同意受香港法院唯一司法管轄約束。

## 9. Use of Personal Data 使用個人資料

- (a) By participating in the Event, participants and/or winners expressly authorize and consent to Organizer Group to collect, use, retain and/or disclose participant(s)' and/or winner(s)' personal data without compensation to participant(s)' and/or winner(s)' in accordance with the manner set out in Organizer's Privacy Policy for the purposes of:-

參與推廣活動即代表參與者及/或得獎者明確同意及授權予舉辦方機構根據舉辦方私隱政策因應以下目的收集、使用、保留及/或公開參與者及/或得獎者的個人資料而無須補償予參與者及/或得獎者：

- (i) conducting and administering the Event and/or the Prize, including sending information to, or contacting participants and/or winners on all matters pertaining to the Event and/or the Prize;  
管理及執行推廣活動及/或獎品，包括向參與者及/或得獎者發放資訊或因應推廣活動及/或獎品事宜聯絡參與者及/或得獎者；
- (ii) publicity and/or use in advertisement relating to the Event and Prize awards;  
推廣活動及頒發獎品的媒體宣傳及/或廣告；
- (iii) managing your relationship with Organizer in relation to the Event; and/or  
管理您與舉辦方在推廣活動上的關係；及/或
- (iv) promotional and marketing purposes to the extent participants have opted in for such purpose.  
參與者所選擇的某程度之宣傳及營銷。

- (b) Participants and/or winners also acknowledge and agree that the consent here does not affect any other consent which participants and/or winners may have already given to Organizer Group and their rights at law in respect of their personal data.

參與者及/或得獎者確認及同意此授權不會影響任何其他參與者及/或得獎者可能已給予舉辦方機構的授權及關於其個人資料的法律權利。

Shall there be any discrepancy between the English and Chinese versions, the English version shall prevail.

中英文版本如有歧異，概以英文版本為準。