



“CIRCLE ELYSÉES” VIP CLUB – Terms and Conditions

Please take the time to read these terms and conditions. By participating in the “Circle Elysées” and/or enjoying the benefits and privileges offered by or through “Circle Elysées”, you will be deemed to have accepted these terms and conditions.

These terms and conditions govern the operation of “Circle Elysées” and its memberships and are binding on all members of “Circle Elysées”. “Circle Elysées” is operated by AXA China Region Insurance Company Limited ("AXA China Region") for and on behalf of AXA Hong Kong (“AXA”). AXA reserves the right to change any terms and conditions of and relating to “Circle Elysées” from time to time.

Each member of “Circle Elysées” agrees that he/she has:

- (i) read, understood and accepted these terms and conditions and any amendments made to these terms and conditions from time to time, and that participation in the “Circle Elysées” membership will constitute an acceptance of these terms and conditions and such amendment, modification or supplementation from time to time;
- (ii) understood and accepted the arrangement with respect to the collection, use, retention, access of his/her personal information as set out in this document and also in AXA's Privacy Policy Statement which is accessible through the designated website(s); and
- (iii) assumed the responsibility to keep up-to-date with all the relevant terms and conditions (including any amendments made) provided by AXA in respect of “Circle Elysées” through whatever means of communication.

1. “Circle Elysées” Membership

1.1 Eligibility

“Circle Elysées” membership is by invitation only. Selected customers who hold in-force policy(ies) with AXA and who meet all of the entry requirements of “Circle Elysées” will automatically become a member of “Circle Elysées”. The entry requirements shall be determined by AXA at its sole discretion from time to time. Under no circumstance would any reason be given to customer who has not been invited to join “Circle Elysées”. Once a customer becomes a member of “Circle Elysées”, he/she will receive a notification letter from AXA informing him/her of the “Circle Elysées” membership.

Membership of “Circle Elysées” is non-transferable.

1.2 Membership Period and Renewal

“Circle Elysées” membership is valid up to a year depending on the month and year the customer becomes a “Circle Elysées” member, which will be indicated in the notification letter from AXA informing him/her of the “Circle Elysées” membership. The “Circle Elysées” membership will be renewed annually at the absolute discretion of AXA.

1.3 Membership Termination

If a “Circle Elysées” member no longer holds any in-force policy with AXA, his/her “Circle Elysées” membership will be terminated immediately. AXA reserves the right to terminate any “Circle Elysées” membership at its discretion if a member is found to have misused the membership privileges.

2. Member Benefits and Privileges

A member of “Circle Elysées” will be able to receive various benefits and privileges offered by or through “Circle Elysées” which are listed out in clause 2.1, 2.2 and 2.3 below, subject to the terms and conditions hereof and any specific terms and conditions imposed by “Circle Elysées” for provision of such benefits and privileges.

All benefits and privileges offered by or through “Circle Elysées” are subject to availability and the terms and conditions of the relevant third-party supplier(s).

AXA reserves the right to change the benefits and privileges offered by or through “Circle Elysées” at any time without notice. In the event of any dispute, AXA’s decision shall be final and conclusive.

Members who participate in the “Circle Elysées” and/or enjoy the benefits and privileges offered by or through “Circle Elysées” shall not make use of “Circle Elysées” or any of its benefits, privileges or services, or any information or documents provided by “Circle Elysées” for any commercial, immoral, illegal or other non-designated purposes.

2.1 Year-round unique and exclusive benefits and privileges

Each “Circle Elysées” member will be entitled to various year-round unique and exclusive benefits and privileges relating to health, lifestyle, gastronomy, accommodation and travel, which will be updated regularly. For details, please contact your financial advisor or email circleelysees@axa.com.hk.

2.2 Seasonal Awards

Each “Circle Elysées” member will be entitled to seasonal awards. These gifts and awards will be chosen by AXA at its sole discretion and will be subject to the terms and conditions imposed by the relevant supplier(s) and availability. AXA reserves the right to substitute the gift(s) and award(s) for another item of equal or greater value at any time.

2.3 Invitation to special “Circle Elysées” events

“Circle Elysées” will, at its sole discretion from time to time, invite selected members to join special tailor-made “Circle Elysées” events.

3. General Terms

3.1 Communications from “Circle Elysées”

“Circle Elysées” communications may include information on, but not limited to, member benefits and privileges, seasonal awards, as well as invitations to “Circle Elysées” special events, which may contain goods and/or services supplied by third parties, and thereby may or may not contain direct marketing of certain products or services provided by these third parties.

Since AXA’s use of and provision of personal data for direct marketing shall follow the preference indicated by the client when purchasing AXA products, “Circle Elysées” members who did not agree to AXA’s use and provision of personal data for direct marketing purpose will not receive direct marketing materials.

Please contact customer service hotline at (852) 28022812 or email customer.service@axa.com.hk for enquiries.

3.2 Modification of “Circle Elysées”

The mode of operation, contents and general administration of “Circle Elysées” may be changed from time to time, for any reason and without further notice.

3.3 Termination or Suspension of “Circle Elysées”

AXA reserves the right to terminate or suspend the operation of “Circle Elysées”, its operation or any of its benefits or privileges at any time without giving any reason or notice. AXA may provide notice regarding such termination or suspension on the “Circle Elysées” official website. AXA shall have no liability to the “Circle Elysées” members or to any other persons regarding such termination or suspension.

Upon the termination of the operation of “Circle Elysées”, all rights, benefits and privileges of the members shall cease and no claim or demand of whatsoever nature and howsoever arising shall be made or capable of being made by members against AXA, its directors, shareholders or management in connection with the termination of the operation of “Circle Elysées”.

3.4 No Liability Arising from Third Parties' Goods and Services

The benefits or privileges that members are offered by or through “Circle Elysées” may contain goods or services supplied by third parties. The consumption of those goods or services shall be at the members’ and users’ own risk and AXA shall not be liable for any damages or losses suffered or incurred by the users arising from such consumption.

The use of those goods or services supplied by third parties will be subject to the terms and conditions imposed by the relevant supplier(s). AXA is not the supplier of such goods or services. AXA will not be responsible for the

availability or quality of the goods and/or services or the consequences of using such goods and/or services (including but not limited to the service quality of the third-party suppliers) under any circumstances.

3.5 No Warranties or Representations

AXA makes no warranties or representations, either expressed or implied, with respect to the type, quality or fitness of goods or services provided by or through “Circle Elysées”. AXA shall not be responsible for the refusal of any third-party supplier(s) to provide any benefits or privileges of “Circle Elysées”, nor shall AXA be responsible in any way for any goods and/or services supplied by third party supplier(s) to any member.

3.6 Not Responsible for Acts, Errors, or Omissions

AXA is not responsible for: (a) any loss or misdirection of, or delay in receiving, any correspondence or general administration of handling benefits and privileges; (b) any acts or omissions of third parties; or (c) any errors published in relation to the description of the benefits and privileges of “Circle Elysées” members or any information about “Circle Elysées”.

3.7 Limitation of Liability

To the extent permitted by law, AXA shall under no circumstances whatever be liable to “Circle Elysées” members, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions, “Circle Elysées” or the use of any of the benefits and privileges of “Circle Elysées”.

3.8 Intellectual Property Rights

All intellectual property rights subsisting in “Circle Elysées” including but not limited to its name, trademark and logo belong solely and exclusively to AXA.

3.9 Interpretation of Terms and Conditions

AXA has the absolute right to interpret these terms and conditions and all other terms and conditions applicable to “Circle Elysées” at its sole discretion. Its decision shall be final and conclusive. In the event of any discrepancy between the English version and the Chinese version, the English version shall prevail.

If any provision of the terms and conditions of “Circle Elysées” is found to be invalid or unenforceable by a court of law, such invalidity and unenforceability shall not affect the remainder of the terms and conditions, which shall continue in full force and effect. For a Chinese version of the terms and conditions of “Circle Elysées” VIP Club, please visit <http://www.axa.com.hk/zh/circle-elysees>.

如需查看「盛權世家」貴賓會籍條款及細則之中文版本，請瀏覽 <http://www.axa.com.hk/zh/circle-elysees>。

3.10 Personal Data

The use of and provision of personal data shall follow the preference indicated by the client when purchasing AXA products. Please contact customer service hotline at (852) 28022812 for enquiries.

3.11 Governing Law and Jurisdiction

These terms and conditions and all other terms and conditions applicable to “Circle Elysées” shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and all parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.

If you have any questions, please email circleelysees@axa.com.hk.