



THE SILVERBLACK CARD

MEMBERSHIP GENERAL TERMS & CONDITIONS

1. The **SilverBlack Card** is owned and operated by **M & N Limited**. Each member is bound by these Terms and Conditions.
2. Complimentary **SilverBlack Card** membership is available to all new Variety members that pay a minimum of HKD500 Variety membership fee.
3. Each Variety member is entitled to a six month complimentary **SilverBlack Card** membership and each person is entitled to only one application.
4. Membership is open to all Hong Kong residents aged 21 and above. As no ID copies will be provided to the **SilverBlack Card**, it is the responsibility of Variety to confirm that complimentary SilverBlack Card members are all over 21 years old. Membership is accepted at the sole and absolute discretion of **M & N Limited**.
5. Members will be issued with a membership number and membership card. The use of this number/card is deemed to be acceptance of these terms and conditions to the benefit of **M & N Limited**, and all participating vendors. The membership card remains the property of **M & N Limited** and must be returned upon request. Misuse of membership cards or program benefits may result in termination of membership or withdrawal of benefits without refund.
6. Membership cards are not transferable and may only be used by each member to whom the card is issued to. **M & N Limited** reserves the right to modify the structure, benefits and other features, of the **SilverBlack Card** including these terms and conditions or to terminate the **SilverBlack Card** program at any time. Although **M & N Limited** will use reasonable efforts to notify members of material changes, it is the responsibility of members to keep themselves up to date in respect of all the terms and conditions of the **SilverBlack Card**. Any use of the program by a member will be deemed as acceptance of any amendment. **M & N Limited** will not be liable for loss or damage resulting there from.
7. Only individuals can apply for **SilverBlack Card**. Corporations, partnerships, trusts and other entities are not eligible to participate. Each member may only hold one **SilverBlack Card** and Membership cards may not be held jointly.
8. Successful applicants of the **SilverBlack Card** will receive a membership card valid for at least 1 year from date of issue. If the **SilverBlack Card** is lost or damaged, a new card may be issued at a cost of **HKD\$150** each replacement. **M & N Limited** is not responsible for stolen or lost membership cards.
9. In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.
10. Each successful applicant will receive a notification e-mail within 5 days of application and shall receive the **SilverBlack Card** within 30 working days. If the successful applicant does not receive notification or the card within 30 working days, it is the responsibility of the applicant to contact **M & N Limited** to seek assistance.
11. Membership fees for first time applicants shall be **HKD\$880** valid for one year.
12. It is the responsibility of the member to check their eligibility for any particular benefit offered. Terms may vary from vendor to vendor. Terms for individual benefits can be found online at www.silverblackcard.com.
13. **M & N Limited** does not negotiate or guarantee prices or terms made available by participating vendors to members through the **SilverBlack Card** Program, and it is strongly recommended that members research and compare prices, levels of service, and consider any other relevant factors before making any purchase.
14. **M & N Limited** shall not be liable for any errors or omissions within these terms and conditions. **M & N Limited** reserves the right to final interpretation of these terms and conditions.
15. In case of a dispute, the decision of **M & N Limited** shall be final and binding.
16. **M & N Limited** is not responsible for errors resulting from computer hardware or software errors or failures or for fraud.
17. **M & N Limited** will implement reasonable measures to ensure compliance with its obligations under Privacy laws in relation to personal information of members. Personal information will only be used for the purpose of the **SilverBlack Card** Program and by **M & N Limited's** Vendors for marketing and promotion.
18. Purchases and sales made as a result of the **SilverBlack Card** Program are solely between the member, as a consumer, and the participating vendor, as a seller of the product or service. **M & N Limited** has no responsibility or obligation with respect to purchases or sales (including no responsibility or obligation for disputes between an individual member and any participating vendor). Accordingly, in consideration for **M & N Limited** making the **SilverBlack Card** program available to members and participating vendors, members and participating vendors who make sales or purchases through the **SilverBlack Card** Program acknowledge and agree that under no circumstances shall **M & N Limited** be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from, or arise out of the purchase, sale or use of any products or services purchased or sold.

M & N LIMITED.
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