



Terms & conditions of membership

These Terms and Conditions are binding on all Members of the Fastwheel Club (the "Club") operated by Fastwheel Limited. Members shall include paying members and such other kinds of members as may be admitted by the Club from time to time. By signing the Application Form herein to become a Member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may from time to time be in force) upon becoming a Member of the Club.

MEMBERSHIP

The minimum age requirement for a Member is 18 years of age.

All applications for and renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor.

Membership will be sold in 6-months intervals or such other period as the Club may specify and may be renewed for such period and in such manner at the absolute discretion of the Club. Membership fee is charged at HK\$60,000.00 per year and the Club reserves the rights to adjust the membership fee as deemed necessary. In particular and without prejudice to the generality of the foregoing, on renewal of Membership, Members shall upon request prove their eligibility to Membership to the Club's satisfaction and produce such documentary proof in support of the eligibility as the Club shall deem fit.

Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club.

Membership of the Club is non-transferable

MEMBERSHIP CARD

Each Member will be issued a Membership card (the "Card") by the Club upon acceptance of the Membership application and the Club receiving full payment for the membership. The Member must verify the information on the Card immediately upon receiving the Card.

The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request.

The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members.

If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.

FACILITIES AND SERVICES

Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall be at the absolute discretion of the Club.

The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion. Each membership entitles its member to a "one-time" only vehicle purchase service.

The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service.

The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member.

No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes.

THE CLUB'S RESPONSIBILITIES

Unless due to the negligence or wilful default of the Club or any of its employees or duly authorised agents, the Club shall have no responsibility or liability whatsoever to any Member or any other person for any loss, damage, costs, charges or expenses of any kind howsoever (whether directly or indirectly) caused or arising as a result of or in connection with the Member's Membership of the Club.

REIMBURSEMENT OF COST BY MEMBER

The Club reserves the right to require a Member to reimburse the Club of all costs and expenses incurred by it in the provision and/or delivery of any information or documents requested by the Member.

AMENDMENT OF TERMS AND CONDITIONS

The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless his/her Card is returned to the Club for cancellation before the date specified in the notification upon which the amendments are to take effect.

RESIGNATION

Any Member who wishes to resign from his/her Membership shall give to the Club at least 30 days advance notice in writing to that effect. The Card must be surrendered to the Club together with the resignation notice by registered mail. No refund of any kind shall be given to the resigning member.

EXPULSION OF MEMBERS

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions, expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive.

A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Card.

TERMINATION OF OPERATION OF THE CLUB

Fastwheel Limited shall have the right at any time at its absolute discretion without giving any notice or reason to Members to terminate the operation of the Club. Upon the termination of the operation of the Club, all rights and privileges of Members shall cease and all the Members shall, forthwith upon notification, return their respective Cards to the Club. No claim or demand of whatsoever nature and howsoever arising shall be made by Members against the Club, the directors, shareholders or management of Fastwheel Limited in connection with such termination.

PERSONAL DATA

Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form herein in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. All applicants have the responsibility to ensure that all data provided on the application is correct and accurate. If the application is successful, further personal data and information may be collected during the period when a Member's Membership continues.

Personal data and information relating to an applicant or Member may be used by the Club to facilitate or in connection with any and all of the following purposes:

- processing application for Membership;
- assessment and/or verification of information supplied to the Club;
- conducting researches and/or analysis from time to time for any purpose of the Club and/or any member of the Fastwheel Group (the "Group");
- providing privileges, benefits and other advantages to the Members and rallying and arranging for the same to be provided by any other person including any member of the Group or any other firm, company, corporation, body or organisation (collectively, a "Relevant Person");
- designing, providing and marketing to Members or customers generally facilities, services and/or products of the Club, any member of the Group or any Relevant Person;
- promoting, improving and/or furthering the provision of facilities, services and/or products to Members or customers generally by the Club, any member of the Group or any Relevant Person;
- facilitating communications between Members and the Club and any member of the Group and encouraging feed-back from Members on their needs and expectations of facilities, services and/or products of the Club, any member of the Group or any Relevant Person;
- matching for whatever purpose (whether or not with a view to taking any adverse action against any applicant or Member) with other personal data relating to him/her in the possession or control of the Club and/or any other person;
- meeting any requirements to make disclosure under any applicable law;
- any other purpose which an applicant or Member may from time to time agree.

The Club will keep personal data and information relating to applicants and Members confidential but the Club may disclose, transfer (whether within or outside the Hong Kong Special Administrative Region) and/or exchange any such data and information to or with any and all of the following persons or entities:

- any member of the Group; and/or
- any Relevant Person; and / or
- any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to the Club or any member of the Group in connection with their respective operations or provision of facilities, services and/or products to Members.

In particular, such personal data and information may be used for direct marketing of facilities, services and/or products offered by the Club, any member of the Group or any Relevant Person from time to time unless and until a written request is received from the relevant Member to stop using his/her data for direct marketing purposes.

Each Member has the right to request access to and correction of any of his/her personal data established to be inaccurate. The Club has the right to charge a reasonable fee for the processing of any data access request. Any data access request or data correction request may be made by a prescribed form in writing with at least 7 days advance notice to the Club at its office situated at Office, Basement 2, Kowloon City Plaza, 128 Carpenter Road, Kowloon City, Hong Kong (Telephone No. 2718 7722 and Fax No. 2718 7388). The Club will comply with any such request unless it may or is required to refuse to do so under the applicable laws and regulations.

APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

GOVERNING VERSION

The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions.



會員守則

本守則對由極速行有限公司經營之「Fastwheel Club」(簡稱「本會」)之所有會員均有約束力。年費會員包括,經簽署此申請表格申請成為本會會員,申請人即同意受本會員守則(包括不時生效之條款及條件)約束。

會籍

會員必須年滿 18 歲。

所有會籍申請及續期須經本會批准;本會有絕對酌情權批准或不批准有關申請及續期,無須作任何解釋。

會籍的計算單位由半年起,每年會費定於港幣\$60,000.00正。本會有權對年費作出調整。

本會有絕對酌情權按照任何期限或方式延續會籍。在對上述條文沒有任何影響的情況下,當會員會籍續期時,會員必須應本會要求,證明其符合本會會員之資格,並提交本會所須之證明文件,以供批核。

會員對本會之組織、運作或管理無投票權,亦對本會之任何財產無任何權利或追索權。本會之會籍不得轉讓。

會員證

每位會員於其會籍申請被接納以及繳付年費後,將獲本會發出一張會員證(簡稱「會員證」)。新會員於收到會員證後應立即確認會員證上之資料。

會員證在任何情況下均為本會之財物,本會有權隨時撤銷該證之效力及/或終止會員之會籍,而無須給與任何理由。本會亦有權要求會員歸還會員證予本會。

會員證祇供獲發該證之會員使用,不得轉讓。會員於享用本會所提供之設施及服務時,須於被要求時出示會員證作為其會籍的證明。

倘若會員證遺失、損壞或被竊,須立即通知本會。本會補發新證,可收取費用。

設施及服務

會員於被批准入會後,即有資格接受及享有本會提供之設施及服務,惟須先得到本會之邀請及接受本會於提供該等設施及服務時訂明之任何特定條款及條件限制。有關對會員作出之邀請,本會有絕對酌情權。

本會有絕對酌情權於不同條件下,提供設施與服務予不同類別之會員。而每單一會籍只可享用一次購買汽車優惠。

本會有絕對酌情權隨時終止任何設施或服務之提供及/或其運作,而無須向會員發出通知或給與任何理由。

本會就任何人士包括任何商人或店舖拒絕承允會員證與及商戶所提供之貨品及/或服務,概不負責。

會員不得利用本會或本會提供之設施、服務、資料或文件作任何商業、不道德或不合法用途。

本會之責任

除非由於本會或其僱員或妥為授權代表之疏忽或過失,本會無須為任何因會員之會籍或與會籍關連而直接或間接導致或引起任何性質之損失、索償、費用、收費或支出,向任何會員或任何其他人士承擔責任或法律責任。

會員償付費用

本會保留權利向會員收取年費以外之費用,作為償付本會按會員要求提供及/或送付任何資料或文件時所引致之費用或支出。

更改會員守則

本會有絕對酌情權不時更改本會員守則,並以其認為合適之任何方式通知會員任何上述之更改。

除非會員證在更改生效並載明於向會員通知之日期前被歸還本會以便註銷,否則會員須受該等已更改之守則約束。

任何打算退出會籍之會員應於最少 30 日前以書面預先通知本會,表明其意向,並將會員證隨同退會通知,以掛號函件寄回本會。有關會員之已繳年費將不設退款。

開除會籍

本會倘若認為任何會員之行為對本會有損或與本會之利益相違或違反任何會員守則,本會可開除有關會員於本會之會籍,而本會之決定為最後及終局性的。

被開除會籍之會員停止擁有會籍所授予之任何權利、福利或優惠,而且不再有權接受及享有本會提供之設施及服務。被開除會籍之會員於收到開除會籍之通知後須立即向本會交還會員證。

本會終止運作

極速汽車有限公司有絕對酌情權於任何時候終止本會之運作而無須向會員發出通告或給與任何理由。於本會之運作被終止以後,會員之一切權利及優惠即告終止,而全部會員應在接到本會運作終止之通知後立即向本會交還會員證。於任何情況下,會員不得亦不能因本會終止運作而向本會、極速汽車有限公司之董事、股東或管理人員提出任何性質或在任何情況下引致之索償或要求。

個人資料

每一位申請會籍之人士必須提供此申請表格內所要求之全部個人資料及其他資料,以便本會考慮其申請。若未能向本會提供該等資料,可能導致本會無法處理有關申請。申請人士必需確保所提供之個人資料乃實屬無誤。

如申請獲批准,在會員之會籍延續期間,本會可收集進一步之個人資料及其他資料。

申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途:

- 處理會籍之申請;
- 評核及/或驗證提供予本會之資料;
- 不時為本會及/或Fastwheel Group(簡稱「集團」)任何成員之任何目的進行研究及/或分析;
- 為會員提供特權、利益及其他優惠並匯集及安排任何其他人士包括任何集團成員或任何其他商號、公司、法團或非團體性質之組織(合稱「有關人士」)為會員提供特權、利益及優惠;
- 為本會、任何集團成員或任何有關人士就會員或一般顧客設計及向他們提供及推廣設施、服務及/或產品;
- 就本會、任何集團成員或任何有關人士對會員或一般顧客設施、服務及/或產品之提供作出推廣、改進及/或推展;
- 促進會員與本會及任何集團成員間之溝通,並鼓勵會員就其對本會、任何集團成員或任何有關人士之設施、服務及/或產品之需要及期望作出回應;
- 為任何目的(無論是為對任何申請人或會員採取任何不利行動)將其個人資料與本會及/或其他人所持有或控制有關同一人之個人資料作出比較;
- 履行任何適用法律下要求披露之規定;
- 任何經申請人或會員不時同意之其他用途。

本會會把申請人及會員之個人資料及其他資料保密,但本會可能會向任何及全部下列人士或實體披露、轉遞(無論在香港特別行政區境內或境外)及/或交換任何該等資料:

- 任何集團成員;及/或
- 任何有關人士;及/或
- 任何就有關本會或任何集團成員各自之運作或向會員提供設施、服務及/或產品而向本會或任何集團成員提供行政、電訊、電腦或其他服務之代理人、承辦商或其他服務提供者。

尤其是該等個人資料可能會不時被用以直接促銷本會、任何集團成員或任何有關人士所提供之設施、服務及/或產品,除非及直至收到有關會員書面要求停止使用其資料作直接促銷用途。

每一位會員均有權要求查閱其個人資料及要求改正任何證實為不準確之個人資料。本會有權就處理任何查閱資料要求收取合理費用。任何資料查閱或改正之要求可以指定表格以書面附帶最少 7 日預先通知向本會資料保護主任提出,其辦事處位於九龍城實炳達道128號九龍城廣場地庫2層寫字樓(電話:2718 7722 及傳真:2718 7388)。本會會遵照任何該等要求加以辦理除非本會在適用法律及規例下可拒絕或必須拒絕辦理任何該等要求。

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異,概以英文文本為準。