

For Membership/APP T&C on LUBUDS Official Website Update: March 2023

15. LUBUDS® Membership Program Terms & Conditions

The **LUBUDS® Membership Program** is operated by LUBUDS® GROUP (“LUBUDS®”). A LUBUDS® member (“Member”) who participates in the LUBUDS® Membership Program confirms his/her agreement to be bound by the terms and conditions set out herein below and as may be amended from time to time.

LUBUDS® Membership Application:

1. The applicant is required to download LUBUDS® Mobile Membership App (the “LUBUDS® APP”) and register with a mobile phone number or Facebook account in the ‘Registration’ section. Each valid mobile phone number or Facebook account can only be registered once. Any change of a registered mobile phone number may involve reinstalling the App to re-register a new mobile number, and the current accumulated points and membership tier in the original account may be forfeited.
2. The applicant must be aged 18 or over. Each person may apply for one member only.
3. All successfully registered members will be titled as a BASIC Member and can start accumulating LUBUDS® points (“point(s”).
4. To apply for LUBUDS® Membership, the applicant must complete all mandatory fields in the application form in full and provide true and accurate information. LUBUDS® will not process any incomplete or inaccurate application and reserves the right to decline any application for LUBUDS® Membership at its sole discretion and without giving any reasons therefor.
5. LUBUDS® APP is only applicable to designated mobile devices using iOS 9.0 or above, or Android 4.4 or above.
6. Any request to amend an applicant's personal information after submitting the application form can be made via email members@lubuds.com to LUBUDS® Membership Officer. Other personal information may be required for identification.

LUBUDS® Membership ("Membership"):

1. Membership is only valid via the mobile version of LUBUDS® APP.
2. Membership is not transferable or assignable and is for the member's personal use and benefit only. Verification of the member's identity may be required.
3. Membership cannot be combined.
4. Unless otherwise specified, members' benefits, offers and/or discounts (including PREMIUM Member 10% discount) cannot be used in conjunction with other promotional offers including but not limited to, other promotional and/or third-party discounts, coupons, cash coupons, gift vouchers, mall coupons, credit card promotional offers, VIP card benefits, and any promotional set menu including but not limited to, seasonal, special, festive menu.
5. **PREMIUM Member 10% dine-in discount is not applicable to any private hiring event, corporate function, wedding banquet or banquet menu package(excluding private room). PREMIUM Member 10% dine-in discount is not applicable on all Hong Kong public holidays and festivals**, including but not limited to, The first day of January, Lunar New Year's Day & the second to the fourth day of Lunar New Year, Valentine's Day, Ching Ming Festival, Good Friday, Easter Monday & Holidays, Labor Day, Mother's Day, The Birthday of the Buddha, Father's Day, Tuen Ng Festival, Hong Kong Special Administrative Region Establishment Day, Chinese Mid-Autumn Festival and the day following Chinese Mid-Autumn Festival, National Day, Chung Yeung Festival, Winter Solstice, Christmas Eve, Christmas Day & Holidays, and The last day of December. **PREMIUM Member 10% dine-in discount applies to food items only(excluding tea & pre-meal snacks charge,**

alcoholic & non-alcoholic beverages and corkage); and before 10% service charge.

6. BASIC Members can start accumulating LUBUDS® Points and using points to redeem e-coupons once the membership application is accepted.
7. BASIC Members can upgrade their membership level to PREMIUM by accumulating LUBUDS® Points (for more details, please see "LUBUDS® Points" section); PREMIUM Members can enjoy exclusive discount and other special offers on dining service.
8. PREMIUM Membership is to be renewed annually. While BASIC Membership is permanent, LUBUDS® Points for both BASIC and PREMIUM Members are valid for ONE membership year only, dated immediately after the issuance date of the membership. Any unused LUBUDS® Point(s) will be null and voided after ONE membership year i.e. after the annual membership expiration date even when the membership has been renewed.
9. Members can log in to LUBUDS® APP to check the expiration date of the membership. To secure the rights and privileges of members, LUBUDS® will send e-mail reminders and push notifications of membership expiration date 90 days and 30 days prior the expiration of annual membership. Please ensure that push notification is enabled in APP and mobile settings.
10. To enjoy the **PREMIUM Member 10% dine-in discount(not applicable to Blooms Coffee and Kontrasto)**, the member must present the profile page before settling the bill so that their valid membership is recognized. Late record will not be accepted under any circumstances.
11. Members are responsible for keeping LUBUDS® updated with their correct mobile phone number and e-mail address. LUBUDS® is not responsible for any loss as a result of a member's failure to notify LUBUDS® of any change of mobile phone number and e-mail address.
12. Members have no right to participate in the constitution, operation or management of the LUBUDS® Membership Program nor any right in or any claim to any assets of LUBUDS®.
13. Members may terminate his/her membership at any time by informing LUBUDS® via email to LUBUDS®. All unused point(s) will then be voided when the membership is terminated.
14. In the event of any breach of the terms and conditions of the LUBUDS® Membership Program (Membership Program), or the use of the membership is unauthorized, misconduct, fraudulent or otherwise unlawful, LUBUDS® has the right to stop one's participation in the Membership Program and/or immediately terminate one's membership with or without notice. LUBUDS® will not be liable for any loss or damage resulting therefrom and has the right to take action for recovery of any loss suffered by LUBUDS® as a result of the breach.
15. LUBUDS® reserves the absolute right to terminate the Membership Program at any time with reasonable notice, where reasonably practicable, without giving any reasons therefor. All rights and privileges of the member shall cease upon the termination of the Membership Program and LUBUDS® will not be liable for any loss or damage resulting therefrom.
16. Not all members will be eligible to participate in all promotions and LUBUDS® may from time to time impose other limitations on members' participation in any particular promotion. Members taking part in any promotion shall be deemed to have agreed to be bound by any specific terms and conditions which may be imposed by LUBUDS® in relation to such promotion.
17. All personal information collected under the Membership Program shall be managed in accordance with the Personal Data (Privacy) Ordinance and the Privacy Policy Statement of LUBUDS®.
18. In the event of any disputes arising from the membership or the terms and conditions, LUBUDS® shall be the sole and final arbiter of such disputes and its decision shall be absolute and binding on the member.
19. A member's use of LUBUDS® is deemed to be an acceptance of the Terms and Conditions of the Membership Program. For the Terms and Conditions of the Membership Program & LUBUDS®'s Privacy Policy Statement, please visit the "Terms & Conditions" and "Privacy Policy" on this APP.

20. LUBUDS® reserves the right to amend the Terms and Conditions of the Membership Program without prior notice. All changes or amendments are effective once announced on the LUBUDS® APP. Members should regularly check whether this Terms and Conditions of the Membership Program has been modified via LUBUDS® Membership Mobile App, as the member's continued use of LUBUDS® APP indicates the acceptance of any change to this Terms and Conditions of the Membership Program. In the case of any disputes, the decision of LUBUDS® shall be final.
21. If there is any inconsistency or conflict between the English version and Chinese version of the Terms and Conditions of the Membership Program, the English version shall prevail.

LUBUDS® Points ("Points"):

1. Dine-in and takeaway spending at restaurant outlets in Hong Kong under LUBUDS®, which include Yaki ANA, ANA Zakka, Zushi ANA, ANA Gura, Sushi IMA, ANA Sushi, ANA Ten, Sushi Senju, Sushi Zushi, Toriten, 1601, Pleka, Woofy, Sawadee Chef, Zou Qing, What The Pho, ODDS, Yue, Blooms Coffee, MIAN, Chuan, Chuan Palace, Moon Palace, C0T, PALCO Ristorante, PANO Asian French, THE CELL Whisky Bar, The Steak Room, The Queen, ODEA Modern French, Cafe BAU, will be counted in the LUBUDS® Point accumulation. Spending on food delivery service, food delivery via DELIVEROO®, retail purchase or any spending on private or corporate function and banquet will not be counted. **LUBUDS® Point accumulation is not applicable to Kontrasto.**
2. **LUBUDS® membership rewards and benefits; LUBUDS® Point accumulation, reward, discount including but not limited to, app or membership discounts, redemption or usage of gift vouchers, cash coupons, LUBUDS® Point redemption are not applicable to Kontrasto. PREMIUM Member discount is not applicable to Blooms Coffee and Kontrasto.**
3. Member is entitled to earn LUBUDS® Point upon spending at the above listed outlets and the ratio of spending and points are as below:
 - Dine-in and takeaway spending: HK\$1 = 1 LUBUDS® Point * (Cents are not counted)
4. LUBUDS® Points are calculated based on the value after any service charge while all other promotional offers, discounts, tips, and purchase of cash coupons/gift vouchers are excluded. Spending on food delivery service, food delivery via DELIVEROO®, retail purchase or any spending on private or corporate function and banquet will not be counted. LUBUDS® Point accumulation is not applicable to Kontrasto.
5. LUBUDS® Points are valid for ONE membership year only, dated immediately after the issuance date of the membership. Any unused point(s) will be null and voided after ONE membership year even when the membership has been renewed.
6. LUBUDS® Points cannot be redeemed for cash.
7. LUBUDS® Points are not refundable once used for e-coupon redemption.
8. To be eligible for a membership upgrade from BASIC to PREMIUM, the applicant is required to accumulate a total spending of 20,000 LUBUDS® Points on or before the annual membership expiration date(including points which were used for any coupon redemption). The successfully upgraded membership will then be effective immediately for ONE year period. Any unused LUBUDS® Point(s) will be null and voided after ONE membership year. Upon the annual expiration of LUBUDS® Points, members must accumulate new LUBUDS® Points to redeem dining rewards.
9. PREMIUM Members are required to accumulate a total spending of 10,000 LUBUDS®Points on or before the annual membership expiration date(including points which were used for any coupon redemption) to extend their PREMIUM tier upon renewal for the following year. Membership will be resumed to BASIC if the above requirement is not met. Any unused LUBUDS® Point(s) will be null and voided after ONE membership year. Upon the annual expiration of LUBUDS® Points, members must accumulate new LUBUDS® Points to redeem dining rewards.
10. The points of one entire transaction can only be recorded on one QR code. Only one membership account can be used. Splitting of table or bill is not allowed.
11. Points collected in different membership accounts cannot be combined.

12. The receipt with the QR code can only be printed once and immediately after the transaction. The receipt will not be reprinted or re-issued.
13. Customers should collect the receipt with the QR code immediately after the transaction. For any receipt that fail to be collected, the points on the receipt will be null and voided. The points will not be re-issued to members. Re-collecting the receipt by returning to the outlet is not accepted. The receipt will not be reprinted or re-issued.
14. **LUBUDS® Points will be earned only when the QR code on the receipt is successfully scanned by members within 72 hours of the successful transaction.** Any points un-scanned or unsuccessfully scanned QR code within the time limit will not be recorded. **The points will be forfeited and will not be re-issued to members after the time limit.**
15. If the QR code on the receipt cannot be completely shown due to printing issue, and is discovered immediately after the successful transaction, please inform our shop staff at once. Please present the member profile page and provide the membership number, member's name and mobile phone number to claim the missing points. Our staff will pass the case to our Membership Officer for verification. The missing points will be added to the LUBUDS® Membership account after successful verification. The processing time takes at least 10 working days. All claiming applications should be done immediately after the successful transaction. Re-claiming missing points by returning to the outlet is not accepted.
16. LUBUDS® Points earned will be credited to the LUBUDS® Membership account within 3 working days after the successful scan of QR codes. Uncredited points are shown as "Points Pending".
17. LUBUDS® Points will be deducted from your point balance instantly once redeemed for e-cash coupons.
18. Members can check their point accumulation record and point balance via the "Points" on the LUBUDS® APP or contact us via email at members@lubuds.com
19. LUBUDS® Points used will be deducted from the LUBUDS® Membership account instantly. The expiry date of the LUBUDS® Points is the same as that of the LUBUDS® Membership. Any unused LUBUDS® Points will be null and voided upon expiration or cancellation or termination of the LUBUDS® Membership.
20. LUBUDS® Points cannot be transferred as gifts or otherwise to other individuals or combined with other membership accounts.
21. LUBUDS®'s record (including but not limited to the record of LUBUDS® Point balance in each LUBUDS® Membership account) is conclusive.

About the member's area:

1. Members can update their personal information by providing sufficient information for verification via email at members@lubuds.com to our Membership Officer.
2. In case members forget their password, please go to LUBUDS® APP and click on "Forgot Password" and enter the registered mobile phone number for membership. An SMS for verification will be sent to the number. Members can reset the password and use the new password to enter the LUBUDS® APP.
3. In case members change their mobile numbers or lose their mobile phones, please send via email at members@lubuds.com to notify our Membership Officer for further verification and assistance to retrieve their membership. Each valid mobile phone number or Facebook account can only be registered once. Any change of a registered mobile phone number may involve reinstalling the App to re-register a new mobile number, and the current accumulated points and membership tier in the original account may be forfeited.

If there is any inconsistency or conflict between the English version and Chinese version of this page, the English version shall prevail. In case of any discrepancies in the LUBUDS® Membership Program Terms & Conditions between the app and website versions, the app version shall prevail.

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