Voices Terms & Conditions Voices 條款及細則

1. "VOICES" COMMUNITY

1.1. "Voices" community ("Voices") is managed and operated by Chubb Life Insurance Hong Kong Limited ("the Company" or "Chubb Life Hong Kong") and is governed by the terms and conditions set out herein ("Terms and Conditions").

"Voices"社群(「Voices」)由安達人壽保險香港有限公司(「本公司」、「安達人壽香港」或 「我們」)管理及營運,並受本文所述條款及細則(「條款及細則」)管轄。

1.2. You must read these Terms and Conditions before you apply to become a member of Voices. These Terms and Conditions contain important information. As we seek to continue to improve Voices, we may change these Terms and Conditions from time to time at our sole discretion.

您申請成為 Voices 會員之前必須閱讀條款及細則。這些條款及細則內含重要資訊。在我們尋求繼續改進 Voices 的同時,我們會不時自行決定更改本條款及細則。

1.3. Upon becoming a member of Voices ("Member" or "Membership"), the Member shall be deemed to have agreed to and be bound by these Terms and Conditions.

在成為 Voices 的會員後(「會員」或「會籍」), 會員被視為已閱讀並同意受本條款及細則約束。

2. ELIGIBILITY AND MEMBERSHIP 資格及會籍

2.1. Any individual aged 18 or above who meets the eligibility criteria as listed in clause 3 below is eligible to submit the application ("Eligible Applicant").

凡年滿 18 歲或以上的人士,如符合以下第 3 條所訂明的資格條件,均合資格遞交申請(「合資格申請者」)。

2.2. The registered name for the Membership shall be the same as the name of the Eligible Applicant in his/ her identification document and Chubb Life Hong Kong shall have the right to seek verification from the Eligible Applicant. Each individual is only entitled to one (1) Membership at any one time.

會籍之註冊名稱應與申請人正式身份證件上的名稱相同,安達人壽香港有權向申請人進行核實。每位人 士在任何指定時間內只可擁有一(1)個會籍。

2.3. The Membership shall be approved and granted at the sole and absolute discretion of Chubb Life Hong Kong. Chubb Life Hong Kong may refuse to approve and grant any Membership without providing any reason.

安達人壽香港將有唯一及絕對酌情權批准會籍申請及授予相關會籍。安達人壽香港可拒絕批准或授予任何會籍,而無需提供任何理由。

2.4. The Membership and the Membership benefits, products and/or services (collectively as "Benefits") are non-transferable and non-assignable and may only be used or enjoyed by that Member to whom the Membership and the Benefits are granted.

會籍及會員福利、產品及/或服務(統稱「福利」)均不可轉讓及轉移,並只能由獲授予或發放會籍及福利的個人會員使用或享用。

2.5. Chubb Life Hong Kong will conduct a review of your membership on an annual basis, based on your participation and engagement in the Voices. We retain sole discretion in determining whether to continue your membership during our annual review.

安達人壽香港會根據您對 Voices 的參與程度,每年對您的會員資格進行審查。我們保留在年度審查期間 決定是否繼續您的會員資格的絕對酌情權。

2.6. Chubb Life Hong Kong is entitled to modify the structure, benefits, contents and other features of Voices, including but not limited to the interface, the Memberships, the Benefits, these Terms and Conditions, and termination of Voices, at any time without prior notice. Although Chubb Life Hong Kong will use reasonable efforts to notify Members of material changes to Voices and/or to these Terms and Conditions, it is the responsibility of Members to keep themselves up to date in respect of Voices and these Terms and Conditions. Chubb Life Hong Kong will not be liable for any loss or damage resulting from any modifications to Voices, including but not limited to the termination of the Memberships, the Benefits and these Terms and Conditions.

安達人壽香港有權隨時修改 Voices 的結構、福利、內容和其他功能,包括但不限於介面、會籍、福利、本條款及細則以及終止 Voices,恕不另行通知。儘管安達人壽香港將盡合理努力向會員通知 Voices 及/或本條款及細則的重大變更或修改,但會員有責任及時瞭解 Voices 和本條款及細則的最新情況。安達人壽香港對因 Voices 的任何變更或修改(包括但不限於終止會籍、福利及本條款及細則)而導致的任何損失或損害概不負責。

2.7. Chubb Life Hong Kong shall have the right to audit a Membership at any time without prior notice to the Member to ensure compliance with these Terms and Conditions, any terms and conditions of the designated partners of Chubb Life Hong Kong ("Designated Partners"), and any other applicable rules, regulations or terms and conditions. During the course of an audit, a Membership may be temporarily suspended until further notice.

安達人壽香港有權隨時在不事先通知會員的情況下審核會籍,以確保會員遵守本條款及細則、安達人壽香港的指定合作夥伴(「指定合作夥伴」)的任何條款及細則以及任何其他適用規例、法規或條款及細則。 在審查過程中,會籍可能會被暫停使用,直到另行通知。

3. MEMBERSHIP ENTRY REQUIREMENT 入會要求

3.1. Subject to clause 3.2 below, any individual who satisfies the Membership entry requirements as may be specified by Chubb Life Hong Kong from time to time is eligible for application for Membership.

根據以下第3.2條的規定,任何符合安達人壽香港不時規定的入會條件之人士,均有資格申請會籍。

- 3.2. To apply for being a Member, an Eligible Applicant has to meet the following requirements:
 - a) You must be aged 18 or above;
 - b) You must hold a valid Hong Kong Identity Card;
 - c) You must provide a valid email address, mobile phone number and mailing address;
 - d) You must have received an invitation from us or from our Designated Partners, or registered via the designated website; and
 - e) You must be located in Hong Kong during the Membership application.

要成為 Voices 會員, 申請人需符合以下條件:

a) 您必須為 18 歲或以上(截至上次生日);

- b) 您必須持有有效香港身份證;
- c) 您必須提供有效的電子郵件地址、手提電話號碼及郵寄地址;
- d) 您必須已收到我們或我們指定合作夥伴的邀請, 或透過指定網頁申請; 及
- e) 在申請會員資格期間,您必須身處香港。

4. VOICES MEMBERSHIP 會員

4.1. Members may receive a Membership welcome gift ("Welcome Gift"). The use of this Welcome Gift or its associated benefits signifies your acceptance of these Terms and Conditions and any other applicable rules, regulations, policies or procedures related to the benefits provided by Chubb Life Hong Kong and/or its Designated Partners.

會員可能會收到一份會員迎新禮品(「迎新禮品」)。使用此迎新禮品或其相關的福利即表示您接受本條款及細則,以及與安達人壽香港和/或其指定合作夥伴提供的福利相關的任何其他適用規則、法規、政策或程序。

4.2. You will receive your Welcome Gift after Chubb Life Hong Kong approves your Membership application. Chubb Life Hong Kong shall not be responsible in the event of any error in your application or your failure to receive your Welcome Gift due to the provision of incomplete or inaccurate particulars or information or an obsolete, incomplete or inaccurate mailing address.

當安達人壽香港接受您的會員申請[並且您已經成功啟動您的會籍]後,您將會收到迎新禮品。若因提供不完整或不準確的詳情或資料或過時、不完整或不準確的郵寄地址,而導致您的申請出現任何錯誤或未能收到您的迎新禮品,安達人壽香港概不負責。

4.3. The Voices Membership and Welcome Gift are non-transferable, non-assignable, cannot be redeemed for cash and are intended for exclusive use by you.

Voices 會籍及迎新禮品不可轉移、轉讓或兌換現金,僅供您專用。

5. REDEMPTION AND ENJOYMENT OF BENEFITS 兌換及享用福利

5.1. A Member may only claim Benefits at designated time and locations, and through designated methods as may be specified by Chubb Life Hong Kong from time to time and Chubb Life Hong Kong is entitled to make the final decision on such Benefits. Members shall be subject to further terms and conditions that may apply to any Benefits from time to time (if applicable).

會員只能在安達人壽香港可能不時規定的指定時間和地點並透過指定方式申領福利,而安達人壽香港有權就該等福利作出最終決定。會員須遵守不時適用於任何福利的其他條款及細則(如適用)。

5.2. All Benefits are offered subject to availability while stocks last (if applicable).

所有福利均視乎供應情況而定,額滿即止(如適用)。

5.3. Chubb Life Hong Kong is entitled to grant Benefits to a Member only when the Membership is valid and in good standing as recognised by Chubb Life Hong Kong.

安達人壽香港有權向會員提供福利,但僅在安達人壽香港確認會籍有效且狀態良好時。

6. TERMINATION OR SUSPENSION OF MEMBERSHIP 終止或暫停會籍

6.1. Members may terminate their Membership at any time by giving written notice to Chubb Life Hong Kong.

會員可隨時向安達人壽香港發出書面通知,終止其會籍。

6.2. Chubb Life Hong Kong is entitled to forthwith terminate or suspend a Membership in case the Member breaches any of these Terms and Conditions or does not comply with the instruction of Chubb Life Hong Kong. In addition, Chubb Life Hong Kong shall have the right to forthwith terminate or suspend a Membership at any time at the sole and absolute discretion of Chubb Life Hong Kong, without any reasons or compensation. Chubb Life Hong Kong shall not be liable for any loss or damage resulting therefrom suffered by any party in any circumstances.

如果任何會員違反本條款及細則或不遵守安達人壽香港的指示,安達人壽香港有權立即終止或暫停其會籍。此外,安達人壽香港擁有唯一及絕對酌情權隨時自行決定是否立即終止或暫停會籍,而無需提供任何理由或補償。安達人壽香港在任何情況下均不對任何一方因此而遭受的任何損失或損害負責。

6.3. If there is any misuse of, amongst others, the Membership or Benefits, Chubb Life Hong Kong and/or the Designated Partners, shall have the right to terminate or suspend the Membership (in the case for Chubb Life Hong Kong) or withdraw the Benefits from the Member, without prejudice to any accrued rights and remedies of Chubb Life Hong Kong and/or the Designated Partners may have against the Member.

如果存在任何濫用(其中包括)會籍或福利的情況,安達人壽香港及/或指定合作夥伴,有權終止或暫停 會籍(就安達人壽香港而言)或撤回會員的福利,而不影響安達人壽香港及/或指定合作夥伴享有的任何 累算權利和補償。

6.4. Upon the death of a Member, the Membership shall be closed without any compensation.

若會員身故,其會籍即告終止,且不作任何賠償。

7. DISCLAIMERS AND EXCLUSION OF LIABILITIES 免責聲明及責任排除

7.1. Chubb Life Hong Kong and/or Designated Partners shall not be liable to Members for any direct, indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with Voices (including but not limited to the refusal by Chubb Life Hong Kong and/or Designated Partners to allow any Member to claim any Benefits). Such exclusion of liability applies whether the loss, damage or expense is caused by negligence or otherwise, and whether Chubb Life Hong Kong and/or Designated Partners have any control over the circumstances giving rise to the claim or not.

安達人壽香港及/或指定合作夥伴均不對因 Voices 引起或與之相關的直接、間接或相應而生的損失、損害或費用負責(包括但不限於安達人壽香港及/或指定合作夥伴拒絕允許任何會員申領任何福利)。無論該損失、損害或費用是由疏忽或其他原因造成,亦無論安達人壽香港及/或指定合作夥伴是否對引起索賠的情況具有任何控制權,上述責任排除均適用。

7.2. All liability, if any, on the part of Chubb Life Hong Kong, its employee, affiliates, agents, suppliers and partner organizations as set out in these Terms and Conditions, expressed or implied by statute or otherwise, are hereby excluded to the fullest extent permitted by law.

在法律允許的最大範圍內,特此排除安達人壽香港、其僱員、聯屬公司、代理人、供應商及合作夥伴組織在本條款及細則中所載、或法例或其他規定明示或默示的所有責任(如有)。

7.3. A Member is hereby deemed to have read, understood and agreed to these Terms and Conditions, and confirms that he has not relied on any statement, representation, assurance or warranty made by Chubb Life Hong Kong and shall waive all of his rights, if any, against Chubb Life Hong Kong in relation thereof.

會員特此被視為已閱讀、理解並同意本條款及細則,且確認其並未依賴安達人壽香港作出的任何陳述、 聲明、保證或擔保,並放棄其對安達人壽香港的所有相關權利(如有)。

- 7.4. Without prejudice to Clause 7.3 hereinabove, Chubb Life Hong Kong does not give any warranty for the quality or fitness of any of the Benefits and accepts no responsibility in respect of the following: -
 - (a) refusal by Chubb Life Hong Kong and/or any Designated Partners to offer Benefits;
 - (b) unavailability of any of the Benefits; and
 - (c) refusal of replacement or change of any of the Benefits thereof by Chubb Life Hong Kong and/or any Designated Partners.

在不影響上述第 7.3 條的情況下,安達人壽香港不對任何福利的質量或適用性作出任何保證,亦不對以下事項承擔任何責任: -

- (a) 安達人壽香港及/或任何指定合作夥伴拒絕提供福利;
- (b) 未能提供任何福利;及
- (c) 安達人壽香港及/或指定合作夥伴拒絕更換或更改任何福利。
- 7.5. Chubb Life Hong Kong shall not be liable for any losses arising from the failure of Designated Partners to provide any Benefits. Where a Member uses the Benefits provided by a Designated Partner, their terms and conditions shall apply in addition to these Terms and Conditions and Chubb Life Hong Kong shall not be liable for any loss arising therefrom.

安達人壽香港概不負責因指定合作夥伴未能提供任何福利而產生的任何損失。如果會員使用指定合作夥伴提供的福利,則除本條款及細則外,指定合作夥伴的條款及細則亦應適用,而安達人壽香港對由此產生的任何損失概不負責。

7.6. In case of any disputes between the Member and the Designated Partners, the parties shall resolve the disputes amongst themselves. Chubb Life Hong Kong shall have the right not to be involved in the dispute and the exercise of such right by Chubb Life Hong Kong shall not prejudice any rights of Chubb Life Hong Kong under these Terms and Conditions.

如果會員與指定合作夥伴發生任何爭議,雙方應自行解決。安達人壽香港有權不參與爭議,而安達人壽香港行使該權利並不影響安達人壽香港在本條款及細則下的任何權利。

7.7. Designated Partners may impose additional terms and conditions in respect of the Benefits available to the Member. Members agree to be bound by such additional terms and conditions in respect of the Benefits.

指定合作夥伴可就會員享有的福利施加額外條款及細則。會員同意受有關福利的額外條款及細則約束。

7.8. In order for you to claim certain Benefits, you may need to make a payment. Such information will be communicated to you before you choose to use the Benefits. In some circumstances, you may be required to enter into a contract with our Designated Partner to claim certain Benefits. We will not be a party to any contract between you and our Designated Partners, and we will have no liability in connection with that contract.

為了讓您領取某些福利,您可能需要額外付款。此類資訊將在您選擇使用福利之前告知您。 在某些情况下,您可能需要與我們的指定合作夥伴簽訂合同,方能領取某些福利。我們不會成為您與我們的指定合作夥伴之間任何的合同的一方,並且對該合同不承擔任何責任。

7.9. All terms expressed or implied by statute or otherwise on the part of Chubb Life Hong Kong and/or Designated Partners are hereby excluded to the fullest extent permitted by law. For the avoidance of any doubt, nothing in these Terms and Conditions shall exclude liability for death or personal injury caused by negligence.

在法律允許的最大範圍內,特此排除法例或其他方式對安達人壽香港及/或指定合作夥伴明示或默示的所有條款。為免生疑問,本條款及細則中的任何內容均不排除因疏忽造成的死亡或人身傷害的責任。

8. GENERAL CONDITIONS 一般條件

8.1. Chubb Life Hong Kong shall deal with all personal data in accordance with the Personal Data (Privacy) Ordinance of the laws of Hong Kong and the Chubb Life Hong Kong privacy policy ("Privacy Policy"). We handle and collect your personal information for purposes which include the administration of your Membership, the provision of Benefits, our business operations, and for other purposes set out in our Privacy Policy. Please refer to the Privacy Policy of Chubb Life Hong Kong here: https://www.chubb.com/hk-en/footer/chubb-life-privacy-policy.html?

安達人壽香港將根據香港法例《個人資料(私隱)條例》及安達人壽香港的私隱政策(「私隱政策」)處理所有個人資料。我們出於以下目的處理和收集個人資料,包括管理您的會籍,提供福利,我們的業務營運,以及我們的私隱政策中規定的其他目的。請在此處參閱安達人壽香港的私隱政策: https://www.chubb.com/hk-zh/footer/chubb-life-privacy-policy.html?。

- 8.2. A Member shall consent to the Privacy Policy of Chubb Life Hong Kong during the application for Membership which sets out the practices of Chubb Life Hong Kong in respect of its collection, usage, holding, transfer and disclosure of personal data in relation to Voices.

 會員在申請會籍時應同意安達人壽香港的私隱政策,該政策列明了安達人壽香港在收集、持有和使用與 Voices 有關的個人資料方面的做法。
- 8.3. Chubb Life Hong Kong shall have the right and discretion to amend, delete, modify and/or vary any of these Terms and Conditions, including but not limited to imposing additional terms in respect of the Membership, the Benefits and other matters in relation to Voices from time to time without prior notice. Should there be any inconsistencies between these Terms and Conditions and those additional terms and conditions, those additional terms and conditions shall prevail.

安達人壽香港有權酌情修訂、刪除、修改及/或更改本條款及細則,包括但不限於對會籍、福利及 Voices 之其他事項不時實施額外條款,恕不事先發出通知。倘若本條款及細則與前述額外條款及細則有任何不一致之處,應以額外條款及細則為準。

8.4. Chubb Life Hong Kong is entitled to transfer, assign, charge, sub-contract or otherwise dispose of any of the rights or obligations under these Terms and Conditions and Voices on such Terms and Conditions as Chubb Life Hong Kong may at its sole and absolute discretion think fit at any time without any prior notice to the Member.

安達人壽香港有權依其唯一及絕對酌情權隨時按照其認為適當的條款及細則轉移、轉讓、押記、分包或 以其他方式處置本條款及細則與 Voices 項下的任何權利或義務,而無需事先通知會員。

8.5. Chubb Life Hong Kong is entitled to amend, suspend and terminate Voices at any time without any prior notice, reason or compensation. Chubb Life Hong Kong shall not be liable for any loss or damage resulting therefrom by any party in any event.

安達人壽香港有權隨時修改、暫停及終止 Voices, 而無需事先通知、提供理由或作出賠償。安達人壽香港在任何情況下均不會對任何一方因此造成的任何損失或損害負責。

8.6. Any failure to enforce a particular term herein by Chubb Life Hong Kong does not constitute a waiver of that term.

安達人壽香港未能執行本文所述的特定條款並不構成豁免該條款。

8.7. All parties agreeing to these Terms and Conditions do not intend that any term of these Terms and Conditions should be enforceable or enjoyed, by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong), by any entity or person who is not a party to these Terms and Conditions. The consent of any entity or person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions.

同意本條款及細則的各方並無意由任何非本條款及細則方的單位或人士憑藉香港法例第 623 章《合約(第 三者權利)條例》執行或享受本條款及細則的任何條款。撤銷或更改本條款及細則無需非本條款及細則締 約的單位或人士同意。

8.8. Chubb Life Hong Kong has the right to interpret these Terms and Conditions and its interpretation shall be final and binding on all parties concerned.

安達人壽香港有權解釋本條款及細則,而其解釋對各相關方為最終決定且有約束力。

8.9. The Chinese version of these terms and conditions is for reference only. If there is inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

本條款及細則的中文版本僅供參考。如英文版本與中文版本之間有任何差異,應以英文版本為準。

8.10 These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong.

The Members and the Company hereby irrevocably agree that any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

本條款及細則受香港法例管轄,會員及本公司特此不可撤銷地同意任何由其引起或與之相關的爭議,均應由香港法院專屬管轄。