

## **TERMS FOR GAD & CO. VIP LOYALTY PROGRAM**

At GAD & CO., we strive to build relationships that- like diamonds- are forever. We also believe that actions speak louder than words, which is why we offer the *Jewelers for Generations* program. This comprehensive program is unparalleled in the world of fine jewelry and highlights our commitment to our clients.

The investment value in Diamond and Gemstone jewelry is apparent and a big reason why there is such a robust market for said treasures. At Gad & Co., we understand our client's requirements and work to pair them with a stone as unique as they are.

*In this Terms & Conditions unless the context otherwise requires, the following terms shall have the following meanings, the following terms shall have the meanings detailed below.*

### **1. DEFINITIONS**

- 1.1. "GAD & Co. Loyalty Program" is the special program designed by GAD & Co. for its customers by availing which the customers can have access to various benefits as outlined below.
- 1.2. "GAD & Co. Loyalty Program Member" means the applicant for membership in the GAD & Co. Loyalty Program has been accepted by us and has been awarded with the corresponding services from our end.

### **2. HOW TO BECOME A MEMBER**

- 2.1. You can become a member of our VIP Program by visiting one of our stores and submitting your details to us.

2.2. Once you submit the details, we shall verify those details and process your request and save the same into our VIP Database.

### **3. MEMBERSHIP BENEFIT PLANS**

3.1. By becoming a member of VIP Program you shall be able to avail the following services:

3.1.1. **Evaluation**: Simply bring in your gem and our master jewelers will assess the item, along with the centering stone. They can then infer through their decades of experience the category of the gem, whether or not it is natural, what the flaws are, what it is missing, and how it can be improved. Such level of expertise is hard to come by at most appraisers. Also, it is a customer loyalty initiative and not driven by the profit motive, reassuring clients that we work through our hallmarks of transparency, expertise, and honesty.

3.1.2. **Consultation**: Once our master jewelers have evaluated and appraised the item, we will compose a list of practical solutions for any issues that may have been spotted during the evaluation. We will then run the client through their options and work towards the solution. All suggestions will be carefully-thought out, clearly communicated, and insured/guaranteed by our company. Many solutions can be very specific to the client, so we work on a case-by-case basis, offering only what we feel is best in a clearly communicated manner.

3.1.3. **Have first look of our Product and ranges**- As the VIP members you shall be entitled to first look of our new products and ranges, before the same is exhibited to general public.

**3.1.4. Surprise gifts**

**3.1.5. Shopping by appointment**

**3.1.6. Exclusive home delivery or hand delivery on special demands by you.**

**4. GENERAL TERMS**

- 4.1. GAD & Co. VIP Program is only applicable to GAD & Co. and Masterpieces by GAD & Co. shops in Hong Kong.
- 4.2. Members must present their VIP number or VIP information to enjoy membership privileges.
- 4.3. VIP membership privileges are non-transferrable, non-exchangeable for cash and cannot be used in conjunction with any other GAD & Co. Jewellery Group Limited promotional offers.
- 4.4. VIP members must be personally present at GAD & Co. shops and personally countersign on the sales receipt to enjoy membership privileges.
- 4.5. We reserve the absolute right to interpret and/or revise the terms and conditions of the VIP Program without the consent of Members and without prior notice. . In the event of any change(s) to the VIP membership privileges and these Terms and Conditions, no prior consent or notification to Members are required.
- 4.6. Every applicant for VIP membership under the Program warrant, represent and undertakes that the personal information provided by him/her to GAD & Co. is and shall be true, complete and accurate.

- 4.7. We have the sole and final discretion to approve or reject any application for membership under the Program or to terminate the membership without providing any reason.
- 4.8. Should there be any disputes; we reserve the right to make the final decision.
- 4.9. GAD & Co. VIP Loyalty Program is **in store only event and not valid online**. We do not sell any our products online and this website is only meant to display our Products and Policies which shall apply to your offline purchase.

## **5. INSURANCE**

- 5.1. When you submit your masterpieces with us for evaluation and consultation, we may retain those masterpieces with us for some time in order to ascertain its genuineness. We may also transmit the same to third parties, with your prior consent but then during this process there might be chances that the masterpieces may get stolen or destroyed and for the purpose of the same we shall maintain an insurance of the amount of \_\_\_\_\_ which amount shall be paid to you in case there is mishap with your masterpiece at the time it was under our or our affiliated third party's possession.
- 5.2. Insurance Fee is included in our services. You may incur a nominal fee for other services, which we may waive off in our sole discretion.

## **6. LIMITATIONS ON THE USE OF YOUR GAD & CO. VIP PROGRAM**

- 6.1. GAD & Co. Loyalty Program and the services offered there under may not be used for any other purpose, except as specified in these Terms, without our written permission.
- 6.2. GAD & Co. reserves the right to cancel the VIP Program any time in its sole discretion. You agree not to hold us liable or bring in any action against us if the VIP Program is terminated by us at any time. .
- 6.3. These Terms are between you and GAD & Co. and may not be enforced by any other person.
- 6.4. As between you and us, we own all intellectual property rights in the GAD & Co. marketing material and the Program.

## **7. GOVERNING LAWS AND JURISDICTION:**

- 7.1. This Agreement shall be construed in accord with the applicable laws of Hong Kong regardless of your physical location.
- 7.2. The Courts of *Hong Kong SAR China* have exclusive jurisdiction in any proceedings arising out of this agreement.

## **8. DISPUTE RESOLUTION:**

- 8.1. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages

and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 8.2. The seat of Arbitration shall be Hong Kong and the language used for arbitration shall be English.
- 8.3. The award of the arbitration shall be binding on both, you and us.
- 8.4. The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

#### **9. PRIVACY:**

All Personal Information and User Generated Content provided to or displayed on the Site and Services are subject to our Privacy Statement.

#### **10. ENTIRE AGREEMENT:**

These Terms along with the Terms and Conditions collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

## **11. CONTACT US:**

For any further clarification of our Terms and Conditions, please write to us at

[info@gadand.co](mailto:info@gadand.co).