

Day Day Fresh (日日食良) (the “Programme”)

Privacy Policy

General

1. Milesville Limited, the issuer of the 日日食良 membership, respects the privacy of its members (“Members” or individually as “Member”) and understands the importance of privacy for visitors to its website. 日日食良 (the “Company”, “we”, “our” or “us”) collects and retains information so that we can efficiently provide services to our Members. This Privacy Policy Statement is designed to help you understand what information on personal data (“Personal Data”) the Company gathers and what we do with such information.

Our Company Policy

2. We pledge to meet fully, and where possible exceed, internationally recognized standards of personal data privacy protection in complying with the requirements of the Personal Data (Privacy”) Ordinance (Chapter 486), Laws of Hong Kong. In doing so, we promise to:
 - (i) collect adequate, but not excessive, Personal Data by lawful and fair means for lawful purposes directly related to our functions and activities;
 - (ii) take all reasonably practicable steps to ensure that all Personal Data collected or retained are accurate, having regard to the purposes for which they are to be used;
 - (iii) ensure that Personal Data are not used where there are reasonable grounds for believing that they are inaccurate, having regard to the purposes for which they are to be used;
 - (iv) erase Personal Data which are no longer necessary for the fulfillment of the purposes for which they are to be used;
 - (v) use Personal Data only for purposes for which the data were to be used at the time of the collection of the data, unless you have given your express consent for a change of use or such use is required or permitted by the Ordinance or the law of Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”);
 - (vi) take all reasonably practicable steps to ensure that Personal Data are protected against unauthorized or accidental access, processing, erasure or other use;

- (vii) take all practicable steps to ensure that you can be informed of the kinds of Personal Data we hold and the main purposes for which the data are to be used; and
- (viii) allow you to access and request correction of your Personal Data held by us in a manner prescribed by the Ordinance. We may charge you a fee as permitted by the Ordinance in complying with your data access request.

Statement of Practices Types of Personal Data Collected and Held

3. For the purpose of conducting the Company's business (including relevant online services), we may collect from you and hold some or all of the Personal Data such as, but not limited to, any or all of the following (according to the product or service you select) to enable us to provide the Membership Service or other related service to you:
 - a. Your name;
 - b. Your title;
 - c. Your preferred language for communications;
 - d. Contact details, including contact name, telephone number, email address and district in which you reside or work; and
 - e. Your age group and date of birth (if agreed to provided);
4. We use cookies and page tagging (Javascript and pixel tags) to record the visit to our websites and store the users' websites preference. The information collected (such as IP address, domain name and/or browsers type) is anonymous aggregated research data, and contains no name or address information or any information that will enable anyone to contact you via telephone, email or any other means. Such information is used for internal analysis on the number of visitors to our websites and general usage patterns to measure the effectiveness and improve the usability of our websites and the services / online advertisements. The data will not be shared with any third party.
5. Cookies are small bits of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. It can be used to identify a computer and it often includes an anonymous unique identifier. javascript and pixel tags are used to collect statistics on customer usage patterns of our websites; for tracking the performance of our online advertisements and

to store the users' preference of our websites. A pixel tag is a transparent image placed on certain webpages to collect data on user activities. Use of such technologies will not collect any personally identifiable data. Most browsers are initially set to accept cookies. If you would so prefer, you can set your browser to disable cookies and/or javascript. However, by disabling them, you may not be able to take full advantage of our website, including online services.

Purpose of Keeping Personal Data

6. Personal Data of the Members held by us may be used for the following purposes:
 - a. processing an application for our services offered to you from time to time;
 - b. conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
 - c. management, operation and maintenance of the Customer Relationship Management system, membership loyalty point, including audit, and exercising our and your rights under the Conditions;
 - d. designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - e. communication by us to you;
 - f. investigation of complaints, suspected suspicious transactions and research for service improvement;
 - g. prevention or detection of crime; and
 - h. disclosure as required by court orders, laws, rules, regulations, codes or guidelines.

Disclosure of Personal Data

7. All Personal Data will be kept confidential by us but in accordance with this Privacy Policy, we may, for the purpose(s) set out in paragraph 6 above, transfer or disclose such Personal Data to the following parties within Hong Kong:
 - a. Third party operator(s) under duty of confidentiality to us;
 - b. our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies

- (in the event you owe us any money), courier, gift redemption centres or data entry companies);
- c. our subsidiaries, and/or our affiliates which owe a duty of confidentiality to us; and
 - d. any law enforcement agencies and/or regulatory bodies for compliance with the Ordinance, applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries, and/or our affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.

Security of Personal Data

8. We treat security of Personal Data as our top priority. We will strive to ensure that Personal Data will be protected against unauthorized or accidental access, processing or erasure. In doing so, we have implemented appropriate physical, electronic and managerial measures and controls to safeguard and secure the Personal Data.
9. Our web servers are protected by appropriate firewalls which will be kept up-to-date. However, as the security of ordinary email cannot be guaranteed, you should not send to us any email containing any Personal Data.
10. We shall not keep Personal Data longer than is necessary for the fulfillment of the purposes (including any directly related purpose) for which they are, or are to be, used. We will purge unnecessary Personal Data from our system in accordance with our internal procedures.

Access and Correction of Personal Data

11. You have the right to ask us if we hold any Personal Data about you and if so, to request a copy of some or all of your Personal Data. If you would like to make such a request, please submit the "Data Access Request Form" (the prescribed form (form:xxxx) can be downloaded from the following link <http://www.daydayfresh.com.hk>, along with appropriate proof of identity (the login detail of the membership owner including both registered email and phone number) to our Customer Service Officer at the Service Centre or to get in touch with our Personal Data Protection Officer at ?? during office hours. However, we may charge you a fee at a level permitted by the Ordinance for this service.
12. You also have the right to modify your personal data via our website with appropriate login detail.

Links to other websites

13. Our website may, from time to time, contain links to other websites. This Privacy Policy Statement only applies to this website so when you link to other websites you should read their own privacy policies.

Change of Personal Data Policy

14. We keep our privacy policy under regular review and we shall place any update on this web page. Any change, update of modification to this Privacy Policy will be effective immediately upon posting on this web page. This Privacy Policy Statement was last updated on **2019**.

Internal Practices

15. We maintain the following measures to ensure compliance with the Ordinance:
 - a. log books are kept to record all refusal of data access and correction requests and the reasons for their refusal;
 - b. "Personal Information Collection Statement" is included as far as practicable in the application forms for services provided by the Company;
 - c. internal privacy policies, guidelines and manuals are provided for use by staff of the Company. Such polices, guidelines and manuals will be

reviewed and revised in a timely manner to meet up-to-date privacy protection developments and standards.

Terms of Use of this website and mobile app (the “Terms”)

You are advised to read the Terms thoroughly and understand the same before you make up your mind to join us as a Member of the Programme.

- The Company reserves the right to modify this web site at any time without prior notice. Your use of this web site following any such modifications constitutes your agreement to be bound by the terms as modified.
- While the Company endeavours to keep the information appearing on this web site up-to-date, the Company accepts no responsibility for the accuracy or completeness or use of, or any liability to update, the information contained on this web site.
- Links to third party websites or information are provided for your convenience only. If you use these links, you will leave this web site and will be subject to the terms contained on any such third party websites. The Company is not responsible for the availability of any such third party websites. The Company has not reviewed, is not responsible for, and accepts no liability in respect of, any information or opinion contained on any such third party websites.
- Due to the nature of the Internet, transactions conducted or email messages sent through this web site may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. Under no circumstances shall the Company be held liable for any failure in the communication networks, or the accuracy or timeliness of messages and transactions sent via the web site whatsoever.
- The trademarks, logos and the copyright of the content or information on this web site are owned by the Company or other service providers authorizing their use on this web site. These may not be used without the written permission of the Company or the relevant intellectual property rights owner.
- No part of this web site may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way or for any purpose without the Company’s prior written consent.
- The Company makes no express or implied warranty, representation or endorsement whatsoever with respect to this web site, the service offered via this

web site or the content contained herein. The Company does not warrant that the function performed by this web site will be available, uninterrupted, timely, secure or error free.

- Under no circumstances shall the Company be held liable for any claim, loss, damage, costs and expenses whatsoever, whether direct or indirect, arising out of or in connection with this Site, the service or the content, whether in contract, tort or otherwise, even if the Company has been informed of the possibility of such damage.

Please refer to the section on “Privacy Policy” regarding the Company’s Privacy Policy

Day Day Fresh (日日食良) (the “Programme”)
Terms and Conditions of Customer Relationship Management services (“CRM”)

These Terms shall be applicable to all Members of the Programme

- Please read these Terms and Conditions (the “Terms”) of the Programme for the CRM carefully and thoroughly and CRM is provided by Milesville Limited (“The Company”, “We”, “us” or “our”). By applying the Programme to the Members of the Programme, all Members hereby agree to be bound by the Terms described herein and all Terms Incorporated by reference. If you do not agree to all of these Terms, do not participate in this program. This Member of this Programme is not targeted towards, nor intended for use by, anyone under the age of 18. If you are the ages of 17 or below, you may only use this programme under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

- Our acceptance of the Membership of the Programme is at the sole discretion of Milesville Limited which may refuse membership to any applicant.

General Conditions

- Membership in the Programme and the membership cards are not transferable and can only be used by the Member himself. All the Membership cards remain our property and must be returned upon termination of the relevant membership or otherwise upon our request. Misuse of Membership cards or programme benefits, including, but not limited to, fraud and misconduct or other unlawful activities, may result in termination or suspension of membership, or withdrawal of benefits forthwith.

- All Members are responsible for the security of their passwords and we shall not be liable if a Member's password is disclosed, whether intentionally or not, so as to allow a third person access to that Member's account to make transactions.

- We reserve the right to exercise our sole and absolute discretion to audit a Member's account without prior notice to that particular Member to ensure compliance with the Terms ; any other applicable rules or regulations. During the course of auditing, that particular Member's account will be temporarily suspended, and that particular Member will not be permitted to access his/her account nor perform any transactions under the Programme.

- Each Member must maintain only one account.

Terms and Conditions of Enrolment for Membership of the Programme

1. Our customers can apply for membership of the Programme (the “Membership”) by registration of his/her Personal Data as the Member of the Programme through our Website (“Website”) via email authentication link or SMS..
2. Members must ensure that the information submitted on the registration form is authentic, accurate, complete, not misleading and without any elements of fraud.
3. Each applicant can register once only. Membership is non-transferable.
4. ~~The registered member name must be the same as the one on the related electronic payment receipts.~~
5. Each (E-mail + Mobile Phone number) can be registered for one membership account (the “Account”) only. The registered Email must be verified to activate the Account and to receive notifications. The Member is required to provide a valid mobile phone number at the time of the registration. Duplicated registration with the same email and/or telephone Number will amount to his/ her application not to be processed.
6. The Company reserves the right to refuse any application of membership. In case of any disputes, our sole decision shall be absolute and final.

Eligibility & Membership of the Programme

7. The Company reserves the right to determine whether an applicant is eligible to join the Programme and the membership status of the applicant at its sole discretion. Our decision on whether an applicant’s eligibility to become a member of the Programme is final.
8. Physical member card or e-membership card (if applied) through mobile application will be issued to successful applicants, Members must present their own membership card for registering events / activities, earning points, enjoying members’ benefits or redeeming rewards, including but not limited to gifts, vouchers, services (the “**Rewards**”). When a membership card and/or any other documents are provided to us, we may verify such documents for identity verification purpose only. As such, we shall be entitled to assume that the holder or bearer of the member card has the authority to act for the Member in all matters relating to the Programme, matters, activities, private events, earning Membership Points (to be defined below), redemptions of Rewards and the Member is bound by the act of the said holder or bearer of the member card.
9. In the Company’s sole and absolute discretion, if a Member abuses or misuses any of the rights and privileges under the Programme or fails to comply with any of the terms and conditions herein or makes any misrepresentation to us or submits any documents

which are not valid or genuine or which are obtained through improper means or which could be subsequently invalidated or cancelled, we reserve the right to terminate the relevant Membership or suspend the services to such Member including the rights to participate in the Programme, to earn Membership Points and to redeem Rewards or to revoke or reverse or forfeit all or any of the points that have been earned by the Member. Our decision shall be absolute, final and conclusive.

10. Members shall provide us with their latest and valid contact details, including email address and mobile telephone number, to ensure that all communications under the Programme can be sent to the Member properly. The Member shall immediately notify us if there is any change of their contact details.
11. If you wish to access or update your personal data, request relevant Terms and Conditions, choose not to receive direct marketing information from our Company and the type of personal data held by us, please email us at cs@daydayfresh.com.hk Membership Points or directly get in touch with our ??? at ??? during office hours.
12. Rewards shall only be used by the Member and cannot be resold to third parties or exchanged for cash.

Membership Points

13. The Member can earn Membership Points with their e-card or physical member card upon the actual spending amount at the particular merchants. The Member will receive 1 point for every actual spending amount of HK\$10 per purchase (i.e. 0.1 Points for every purchase of HK\$1. Example: 10 Points for HK\$19 spent and so on).
14. Membership Points will not be awarded in decimals. For example, if the actual spending amount is \$53.9, Membership Points will be issued based on the actual spending amount of \$53, equals to 5 points.
15. For each transaction, each merchant has different upper limit on the membership points earn, that said the limit shall be updated from time to time in accordance with the latest membership scheme. Before making each transaction, members could check with the merchants for the latest upper limit on membership points earn. After making a transaction, members are advised to verify the membership points earned from the purchase via kiosk, which is set up at the entrance / exit of each market. Should you have any queries, please seek assistance at the customer service counter in each of our market.
16. The Member is required to tap his/ her membership card on designated devices or kiosk of the market to upload his/her Membership Point record(s) at the time of the purchase before he/ she leaves our market; otherwise the Membership Points' records for the day

might be automatically vanished on the following day. (Please contact customer service for details).

17. To view the cumulative Membership Points' records, members can check the Membership Point balance through their mobile app or login to the website. Members can also tap his/ her member card on kiosk at any entrance/ exit in the particular markets or merchant to check the Membership Point balance. Those membership Points that uploaded to the server can be redeemed/ used for the next transaction.
18. Membership Points are based on our system records. In the event of any dispute, we reserve the sole and absolute right of final decision.
19. The validity period of the Membership Points is from the effective date to 31 December of the following year, i.e. if the effective date of the Membership Point is 1 November 1, 2019, Points will be expired on 31 December, 2019. All expired Membership Points will be automatically forfeited without prior notice and will not be eligible for redeeming Rewards.
20. Membership Points have no cash value, and are not exchangeable for cash. They cannot be sold, purchased, assigned, or exchanged, except as specifically provided in the terms herein or as may be allowed in special programme(s) by the Company at its sole discretion. Whenever such special programme(s) shall be organized or launched by the Company, the terms and conditions herein shall continue to apply.
21. We reserve our right to change and amend the Terms including those relating to Membership Points earning at any time and from time to time at our sole and absolute discretion.
22. We may, at its sole and absolute discretion, deduct from the Member's remaining Membership Points:
 - i. which are suspected to be fraudulently or incorrectly recorded or earned by Member;
 - ii. relating to any transaction which is cancelled or does not exist;
 - iii. recorded in error; and
 - iv. which has already expired and / or cannot be used for redemption of Rewards.

Gift Redemption & Membership Activities

23. Member may use unexpired Membership Points to redeem gifts / Rewards or to take part in a Members' activities based on the available offers. Membership Points will be deducted on a first-in-first-out basis. Any redemption is subject to Member having adequate Membership Points and all gifts / Rewards are subject to stock availability, which will be based on first-come, first-served basis. Members are advised to check the availability of the gifts / Rewards / services before making any purchase(s) and / or

making any redemption. Members acknowledge that gifts, Rewards or services available for redemption will be limited in supply or limited for redemption within certain period and agree that no claim or complaint could be made against and no compensation would be offered by the Company, if the gifts, Rewards or services intended for redemption by Members by utilizing those unexpired points are not available. Members are responsible for checking the latest information from the Company regularly before redeeming gifts / Rewards or taking part in members' activities by using unexpired Membership Points.

24. All redemptions are to be made before the date specified in the Programme (if any) and subject to the accumulation of adequate points and our final acceptance according to the terms and conditions set out herein. The Company will deduct the Membership Points required for the redemption from the Member's account.
25. Photos of the gifts or Rewards are for reference. Members shall make no complaint if any difference is found.
26. Redemption of the Rewards must be completed on or before the specified date contained in promotional materials such as redemption letter or redemption voucher. Any Member who fails to do so for any reason will not be eligible for redemption of the Rewards concerned or for any substitution or replacement. For the avoidance of doubt, the points used in the redemption may not be returned or credited back to the Member notwithstanding that the Rewards redeemed has not been collected or utilized or in the case of vouchers, neither The Company will be responsible for the merchandise, products and services redeemable at or awarded by The Company through the use of the vouchers, or the operation of the redeemed / rewarded items / services or any damage, loss arising from usage of the redeemed / rewarded items.
27. All product warranties or enquiries on the gift redeemed / rewarded shall be referred to the original supplier or manufacturer directly. Any dispute concerning the gift / service (quality, function ability, safety, durability, suitability or otherwise) shall be settled between Member and the supplier or manufacturer concerned that supplied the redeemed / rewarded items. Except any limited warranty of the products specifically provided by the Company, the Company is not liable for any product warranty or safety issues nor for the quality or suitability of the same and will bear no responsibility for resolving such disputes on behalf of the Members with the supplier or manufacturer concerned.
28. The Company reserves the right, at its sole discretion, to discontinue an item or to substitute a similar item at any time without notice prior to that item being redeemed. The Company provides no guarantee that any particular Rewards will remain available for the entire term of the redemption period.

29. Members may request for a card replacement at Company's particular partner's customer service counter if the original card is lost/damaged. A fee of HK\$20 will be charged for card replacement. Fees paid are not refundable.

Termination of Membership

Members may terminate their membership any time. If a member wishes to cancel his or her membership, please send an email to: cs@daydayfresh.com.hk or cancel at the Customer Services Counters in person at any our partners during business hours. Membership Points in their Membership card will be forfeited immediately. Once the Membership is cancelled, members are required to apply again if he/ she wish to re-join the membership scheme.

General Terms & Conditions

30. The Company reserves the right to amend at its sole discretion the terms and conditions, membership tiers and Rewards or terminate, restrict, suspend, withdraw or otherwise alter the Membership Rewards or the Programme at any time without prior notice. Members could check with the latest version of the Terms on our Website.
31. If the Company suspects that any person, whether a Member or not, is abusing the Company membership system, including the Points, Rewards and the Programme, the Company shall have the right to suspend or refuse the accumulation of Points, redemption of gifts, Rewards or services, or participation in the Programme pending investigation of the matter in addition to those remedies available in law. The Company's decision regarding the suspension or termination of membership shall be final and conclusive.
32. If the Company considers that, a Member has abused any of the Member's rights, fails to comply with any of these terms and conditions or makes any misrepresentation to the Company, the Company shall have the right to suspend or to terminate the Member's membership and revoke or forfeit all points that have been earned or redeemed by the Member and require the Member to account for the Rewards. If there are any disputes, the Company's determination shall be final and conclusive.