

## **TOUR TERMS AND CONDITIONS (“TERMS”)**

Welcome to the Science Park tour (“Tour”) organized by the Hong Kong Science and Technology Parks Corporation (“HKSTP”) which will be held on [26 October 2024].

Please read below terms and conditions (“Terms”) carefully and only proceed to participate in the Tour if you agree to all the Terms.

### *Eligibility and Registration*

1. All participants of the Tour (“Participants”) are required to register before participating in the Tour.
2. The Tour is open to [the general public] at a first come first serve basis and registration to the Tour will be closed when seats are filled. Unless otherwise specified, the Tour has a limit of [30] Participants.
3. Participants under the age of 18 (“Minors”) must be accompanied by their respective parents/guardians (“Parents/Guardians”) at all time in the Tour and the Parents/Guardians are deemed to (1) have given consents for their Minors to participate in the Tour; and (2) undertake to ensure their Minors will fully comply with the Terms.
4. By registering for the Tour, such Participants and their Parents/Guardians (where applicable) are deemed to have agreed with the Terms. You shall not proceed to register with and/or participate in the Tour if you do not fully agree with the Terms.
5. For the avoidance of doubt, all Minors will be considered as Participants.

### *Limitations of Liability and Release*

6. HKSTP, its respective affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents (collectively the “Released Parties”) will have no liability whatsoever for, and will be released and held harmless by any Participants and/or Parents/Guardians for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons. Without prejudice to the generality of the foregoing, all matters in connection with the Tour is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose, and non-infringement.
7. HKSTP shall not be responsible for any damages or losses of personal items/belongings of any Participants.

### *Safety*

8. In addition to the Terms, HKSTP may impose additional safety rules in the Tour (“Safety Rules”). All Participants are required to comply with all Terms and Safety Rules while participating in the Tour.
9. All Participants should consider the activities of the Tour carefully and any Participants should not participate or stop participating immediately when such Participants have concern or appear that participation in the Tour will cause or is causing any health issues. Without

prejudice to the generality of other provisions of the Terms, HKSTP shall not be responsible for any damages related to the said health issues.

#### *Warranties, Representations and Agreements*

10. Each Participant and his/her Parent/Guardian (where applicable) represent, warrant, acknowledge and/or agree the followings:
  - a. All information provided in the registration and other information in relation to the Tour are complete, accurate and truthful;
  - b. There are no known health issues which may not be unsafe for any of the Tour;
  - c. Acknowledge and agree that the HKSTP may use each Participant's likeness (including but not limited to photos and videos recorded in the Tour or during activities related to the Tour (collectively "Photos & Videos") for the purposes of [promotion and publicity on HKSTP website/ social media platforms/ publications, and shared with ITIB for publishing on [www.nationalday75.gov.hk](http://www.nationalday75.gov.hk)] without need of (1) obtaining consent from any Participant and/or Parent/Guardian (where applicable); and (2) providing any additional compensation to any Participants and/or Parents/Guardians (where applicable). For the avoidance of doubt, any intellectual property rights of the Photos and Videos shall belong to HKSTP solely; and
  - d. Acknowledge and agree that in addition to the Terms, the privacy policy of HKSTP ("Privacy Policy") is also applicable to the Tour. Generally, HKSTP will use all Personal Data (as defined in the Privacy Policy) for the purposes of (1) registration and enrolments of the Tour (if any); and (2) identifying the Participants;

#### *Indemnity*

11. Each Participant and his/her Parent/Guardian (where applicable) agree that they will indemnify and hold the HKSTP and Released Parties harmless on demand from and against all claims, actions liabilities, costs, expenses, loss or damage (including but not limited to consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by HKSTP arising from or relating to (directly or indirectly) any default or any violation or breach of any obligations, warranties or representations of such Participant and his/her respective Parent/Guardian under the Terms.

#### *General Rules*

12. HKSTP reserves the right to cancel or make changes to the Tour. Should there be cancellations or changes, announcements will be made on event website (i.e. <https://www.hkstp.org/en/park-life/news-and-events/events/keep-up-with-the-beat-of-innovation-hong-kong-science-park-tour>). In the event that the Tour is cancelled for whatever reason, HKSTP will not incur any liability towards any persons arising from such cancellation. In addition, if the Hong Kong Observatory issues typhoon signal No.8 or above, or a black rainstorm warning three hours prior to the start of the Tour, the event will be cancelled.
13. Terms shall include all amendments made by HKSTP from time to time and HKSTP reserves the right to amend any of the Terms in its absolute discretion without notice.

14. Each Participant and his/her Parent/Guardian (where applicable) are not permitted to use the names and/or logos of HKSTP in any manner without the prior written consent of HKSTP.
15. All Participants attending the Tour are responsible for their own personal property and HKSTP will not be liable for any loss or damage to any personal property.
16. If any provision contained in the Terms is found to be invalid or unenforceable by any court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of the Terms shall remain valid and enforceable.
17. The Terms shall be interpreted and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.
18. The Terms are not intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).