

# 香港壁球公開賽

HONG KONG SQUASH OPEN 2022

## Everbright Securities International Hong Kong Squash Open 2022 Ticket Terms & Conditions

Welcome to Everbright Securities International Hong Kong Squash Open 2022 (the "Event")! Hong Kong Squash ("HKS") hope you enjoy the Event.

By purchasing your Ticket to and/or attending the Event, you agree to be bound by these Terms and Conditions (these "Terms") to the exclusion of all other terms. If you do not agree to be bound by these Terms, please do not purchase the Ticket.

### 1. The Event

The Event will be held between 28 November 2022 to 4 December 2022 at Hong Kong Squash Centre (28/11 -1/12) and Hong Kong Park Sports Centre(2-4/12). Further details regarding the Event, including the proposed matches schedule of the Event, are set out at [www.hksquashopen.com](http://www.hksquashopen.com).

### 2. Changes to these Terms

- 2.1. HKS reserve the right to modify, vary and change these Terms at any time at our discretion. Such modifications, variations and/or changes to the Terms shall be effective upon the posting of an updated version on this webpage. You agree that it shall be your responsibility to review these Terms regularly and your attendance at the Event after changes have been made to the Terms constitute your acceptance of the revised Terms.
- 2.2. HKS reserve the right to change and/or adjust the published event content, the audience capacity and the seating arrangement.

### 3. Changes to or cancellation / suspension / postponement of the Event

- 3.1. HKS reserve the right to change, modify, or alter any aspect of the Event, without any compensation to you. This website will be promptly updated to reflect any changes, modifications or alterations. Other than the aforesaid, no notice will be provided unless such changes, modifications or alterations are determined in our reasonable opinion to be material, in which event we will provide you with reasonable notice prior to such changes, modifications or alterations taking effect.
- 3.2. You understand that the activities and/or players for the Event may be changed and that such occurrence shall not, under any circumstances, entitle you to any claim whatsoever, including, but not limited to, a refund for your Ticket. You understand, acknowledge and agree that the descriptions of any activities or players contained in any Event promotional material is intended for informational purposes only and does not, in any way, represent the importance or headline status of any single activity or speaker, and is subject to change without prior notice.

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### 4. Your Ticket and the Event

- 4.1. To attend the Event, you must hold a valid Ticket. Each Ticket admits one person only. (No entry for age under 3).
- 4.2. Your registration for the Ticket to the Event will only confirmed upon our receipt of full and valid payment. All fees for the Tickets are payable in H.K. Dollars.
- 4.3. If at any time we decide to cancel the Event due to any reason, we will make an announcement regarding the ticketing issue as soon as practicable.
- 4.4. All spectators to the Event must follow the Hong Kong SAR Government's policies and measures relating to COVID-19. The Organizer may refuse entry to anyone who fails to follow such policies and measures.
- 4.5. All spectators are required to scan the "LeaveHomeSafe" QR code at the show venue and fulfill the "Vaccine Pass" requirements every time they enter the venue, and readily display them to the venue operator.
- 4.6. All spectators are required to undergo temperature check before entering the venue. Attendees with high temperatures at or over 37.5°C will be denied entry. The venue operator shall have the right to refuse access to any person displaying any COVID-19-like symptoms such as fever ( $\geq 37.5^{\circ}\text{C}$ ), cough, sore throat or shortness of breath.
- 4.7. All spectators must wear face masks in all areas at the venue and keep a safe social distance apart.
- 4.8. The spectator wristband representing the Tickets have to be worn at all times during the Event.
- 4.9. HKS reserve the right to decide the admission time and format for the late admission.
- 4.10. HKS may prohibit any person from attending the Event for any reason (acting reasonably) and we shall not be liable to provide you with any refund or compensation.

### 5. Intellectual Property Rights

- 5.1. All rights to the Event belong to us, including any commercial rights and intellectual property rights arising from or in relation to the Event. Nothing in these Terms will act to license or transfer any rights of either party, except as expressly specified.
- 5.2. Taking photos or videos of a limited part of the event is only allowed for your personal use (for the avoidance of doubt, any commercial purpose or use are prohibited).

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- 5.3. By entering an Event, you are entering an area where photography, audio and video recording may occur. By attending the Event, you:
- a. consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the Event;
  - b. waive and release any claims you may have related to the use of recorded media of you at the Event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media;
  - c. grant us a perpetual, royalty free, worldwide license to use your actual or simulated likeness in connection with the production, exhibition, advertising or exploitation of any film, video and/or audio recording of the Event (or any part of it), in any media (e.g. in future marketing materials). If you have any concerns about this, please notify us prior to attending the Event; and
  - d. consent to being filmed by police or security staff for the purpose of ensuring public security at the Event and preventing crime.

You understand that all photography, filming and/or recording will be done in reliance on this clause. If you do not agree to the foregoing, please do not enter the Event premises.

## 6. Liability

- 6.1. To the fullest extent permitted by the applicable law, we exclude:
- a. all liability for loss, injury or damage to persons or property at the Event;
  - b. all indemnities, warranties, representations, terms and conditions (whether express or implied); and
  - c. any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect).
- 6.2. If HKS are liable to you for any reason, our total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by us.

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- 6.3. To the fullest extent permitted by the applicable law, HKS shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change.
- 6.4. You are responsible for your own valuables, and we will not be liable for any loss or damage to personal property brought to the Event.
- 6.5. Views expressed by all speakers at the Event are their own. HKS are not liable for any advice given or views expressed by any speakers or in any materials provided to attendees.

### 7. Prohibited behaviour

- 7.1. HKS prohibit the following behaviour at the Event:
  - a. unauthorised photography or use of recording equipment and zoom lenses, audio visual or cinematographic devices;
  - b. Smoking (including the use of electronic cigarettes or any other artificial cigarettes or smoking devices) within the venue premises is strictly prohibited;
  - c. Eating or Drinking;
  - d. any other act which (in our opinion) interferes with the safe or effective operation of the Event.
- 7.2. HKS may (at our sole discretion) refuse admission to, or eject from the Event, any person in our absolute discretion without liability to such person, including (without limitation) any person who fails to comply with these terms and conditions or who in our reasonable opinion represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by us or the venue owners at the Event.

### 8. Force majeure

- 8.1. HKS are not liable for any delay or failure to perform these Terms (including hosting the Event) to the extent such delay or failure is caused by any Force Majeure Event. For the purposes of these Terms, "Force Majeure Event" means any circumstance outside of our reasonable control, and includes by way of example only the following:
  - a. acts of God, flood, drought, earthquake or other natural disaster;
  - b. epidemic or pandemic;
  - c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

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- d. any law or any action taken by a government or public authority;
- e. collapse of buildings, fire, explosion or accident;
- f. any labour or trade dispute, strikes, industrial action or lockouts
- g. non-performance by suppliers or subcontractors;
- h. interruption or failure of any utility or public transportation service in Hong Kong;  
non-performance by suppliers or subcontractors;
- i. any event outside of our control that has an adverse effect on the Event,  
including:
  - i. any public demonstration or protests; or
  - ii. any governmental action that has a material adverse effect on the Event;and
- j. any other circumstance outside of the Organiser's control that leads the  
Organiser to believe (acting reasonably) that the Event cannot be safely or  
effectively hosted, or where significant changes would need to be made to the  
Event in order for it to be hosted.

### 9. General

- 9.1. HKS may assign any of our rights and obligations under these Terms to any third party
- 9.2. These Terms are governed by Hong Kong law, and any disputes arising out of these  
Terms are subject to the exclusive jurisdiction of the courts of Hong Kong.

In case of any discrepancy between the English and the Chinese version of the remarks, the English version shall prevail.