

## **Terms & Conditions**

The MTR 45th Anniversary Carnival “Chill Fun Trainival” (the “Event”) is organised by MTR Corporation Limited (“MTR” or “We”) and will take place from 25 September 2024 to 29 September 2024 at the Central Harbourfront Event Space (the “Venue”). All the participants in the Event are herein referred to as “Participants” or “You”. Your registration for participation and/or continued participation in the Event constitutes your agreement to comply with and be bound by the terms and conditions below and all the rules, regulations, guidelines and frequently asked questions (FAQs) published on the Event website (<https://www.mtr.com.hk/ch/customer/main/mtr-carnival.html>) from time to time (collectively “Terms and Conditions”).

## **General Admission Arrangements**

1. The opening hours of the Event are 1:00 pm – 9:00 pm from 25 September 2024 (Wednesday) to 27 September 2024 (Friday) and 10:00 am– 3:00 pm and 4:00 pm – 9:00 pm on 28 September 2024 and 29 September 2024.
2. No registration is required for the Event from 25 September 2024 to 27 September 2024.
3. Admission to the Event requires QR code ticket in the MTR Mobile app on 28 September and 29 September 2024. Each QR code ticket is valid for admission of up to four persons only for one-time entry at the same time. A QR code ticket is required for any person aged 3 years or above.
4. No admission is allowed within 30 minutes prior to the end of each session.
5. To manage crowds based on Venue capacity, Event staff will implement crowd management measures. Participants with QR code tickets may need to wait for admission.
6. MTR reserves the right to refuse to admit any person to the Venue or request any person to leave the Venue at any time.

## **Admission Arrangements for 28 and 29 September 2024**

7. Presentation of the QR code ticket in the MTR Mobile app to staff is required at the entrance of the Venue. Please note that the QR code ticket will become invalid after use. MTR's system records will be the official record of ticket usage.
8. The QR code ticket is valid only for one-time entry on the specified date and session as stated in the QR code ticket. The QR code ticket will be invalid after the designated time. If you are unable to enter the Venue successfully, MTR will not provide any compensation. Participants cannot switch to a different session.

9. Please ensure that the QR code tickets are securely kept. If an QR code ticket is lost due to deletion or for other reasons, it will not be reissued.
10. QR code Tickets are non-refundable, non-exchangeable, non-transferable and non-resaleable. In the event that MTR discovers any resale activity, MTR reserves the right to cancel the QR code ticket without any compensation.
11. If a registered Participant is unable to attend the Event, no substitution by another Participant will be accepted to the Event.

#### **Adverse weather**

12. If the Hong Kong Observatory issues a Typhoon Signal No.3 or above, or a Black Rainstorm Warning Signal 3 hours before the event starts, the event will be closed.
13. If the Hong Kong Observatory issues a Typhoon Signal No.3 or above, or a Black Rainstorm Warning Signal during the event, the event will be closed.
14. If the Hong Kong Observatory lowers all related warning signals, the event will reopen after safety checks are complete. If the Typhoon Signal No. 8 or 9 or 10 is lowered after 4:30pm, the event will remain closed for the day.
15. If the Hong Kong Observatory issues a Typhoon Signal No.1, or an Amber or Red Rainstorm Warning Signal before the event starts, the event will proceed as scheduled.
16. If the Hong Kong Observatory issues a Typhoon Signal No.1, or an Amber or Red Rainstorm Warning Signal during the event, the event will proceed as scheduled.
17. Arrangements for the Event or the activities under adverse weather conditions can be found on MTR Facebook page during the Event Period and are subject to MTR's final decision.

#### **Consent to photo/video taking by MTR**

18. By participating in the Event, participants shall acknowledge and agree that during the Event, MTR (or its authorised representatives) will take photos and/or videos with the participants or in which participants' images may appear. MTR shall have sole and absolute ownership of the photos and/or videos and the rights to retain and/or use the photos and/or videos for publicity purposes in all media or forms, including but not limited to display in MTR stations, MTR Headquarters Building, MTR website, newspapers, magazines, social media or internet, without limitation of time.

## Token Card

19. The Event offers free entry to all Participants. To enjoy specific attractions and games, tokens are required.
20. Token cards are valid only for the attractions and games in the Event from 25 September 2024 to 29 September 2024. We encourage visitors to purchase token cards online in advance to benefit from a limited-time early bird discount. The early bird discount on token cards is valid until 22 September 2024.
21. Visitors who pre-order token cards on the MTR e-store must present the redemption QR code in the MTR Mobile app to the staff at the "Token Card Booth" of the Venue to collect their token cards. Alternatively, tokens can be purchased on-site at the carnival at regular price (\$65 per card).
22. By purchasing the token cards, you confirm that you have read, agreed, and accepted the terms and conditions as well as the personal information collection statement.
23. Please note that the token card redemption QR code will become invalid after use. The system record of MTR will be the official record of token redemption.
24. The token cards are in the form of scratch cards, where each sticker represents 1 token, and each card contains 10 tokens. Staff will scratch off the corresponding number of sticker layers based on the token requirement for each facility, indicating the tokens have been collected. If the sticker layers are scratched off for any reason by unauthorised personnel, MTR will not provide any compensation.
25. Token cards are non-refundable, non-exchangeable, non-transferable and non-resaleable. In the event that MTR discovers any resale activity, MTR reserves the right to cancel the token card without any compensation.
26. The unused tokens on the token cards (i.e., the sticker layers that have not been scratched off) are non-refundable and cannot be exchanged for the corresponding cash value.
27. As the token cards do not display the cardholder's name, please refrain from transferring the token card to others and ensure the redeemed token card is securely retained. If any token card is lost due to any reason whatsoever, no replacement token card will be issued.

## General

28. If the Event, or any of its games, performances or activities is cancelled due to any circumstances, the Event or any cancelled session will not be rescheduled.
29. Under no circumstances will any refunds or compensation be provided.
30. There are different types of activities and games at the Event. You can decide to join suitable activities and games according to your age, physical strength and personal safety. You should avoid activities or games which exceed your physical capability. Participants hereby acknowledge and confirm that any and all actions and/or decisions that they may make or conduct as a result of or in connection with the Event are exercised based on their own independent judgement and at their own risks. Participants acknowledge that they are joining this Event voluntarily and may terminate their participation at any time.
31. Children under the age of 12 should be accompanied by adults to participate in the Event and the related games, activities or performance. For any Participant below 18 years of age, his/her parent/guardian's consent is required for participation in the Event. By participating in the event, any Participant below 18 years of age undertakes that s/he has obtained such consent.
32. Participants need to follow the arrangements and instructions from staff at the Event.
33. Smoking (including electronic cigarettes) is strictly prohibited within the Venue.
34. No pets are allowed in the Venue (except any guide dog accompanying a visually impaired person and other trained guide dog). Any guide dog must wear an identification vest or tag, be leashed, and remain under the control of its owner at all times in the Venue.
35. Participants shall maintain cleanliness in the Venue.
36. The following items are strictly prohibited from being brought into the Venue:
  - Dangerous or hazardous items (e.g. fireworks, smoke devices, explosives, corrosives, flammable materials)
  - Any kind of weapons
  - Any illegal drugs or substances
  - Amplifiers, loudspeakers
  - Items that may be harmful, cause disturbance, be offensive, or interfere with the operations of the Event
37. The following activities are strictly prohibited within the Venue. Any Participants found violating any of these rules will be asked to leave the Venue and have their items confiscated:
  - Starting fires or cooking
  - Flying kites, operating drones or model aircraft

- Taking photographs, videos, or any other forms of recording for non-personal use
  - Selling any goods or services, or displaying any items or services for sale
  - Distributing any unauthorised printed materials or recordings
  - Conducting any unauthorised activities, using any flags, banners or signage, inciting crowds, or other unauthorised public gatherings
  - Engaging in any unsafe or other disruptive behavior that interferes with the operations of the Event
38. MTR reserves the right to request the following participants to leave the Venue and take any appropriate action to enforce this right, without being obliged to provide any compensation or bear any liability:
- Participants whose behaviour disturbs order or interferes with other Participants (e.g. possession of any prohibited items or engaging in the activities mentioned below within the Venue)
  - Participants who use threatening, abusive, or insulting language or behaviour, or act in a way that may provoke a breach of public order
  - Participants who we reasonably believe are under the influence of drugs or have consumed excessive alcohol
  - Participants who we reasonably believe have violated the Hong Kong National Security Law, other laws of the Hong Kong Special Administrative Region or rules issued by MTR.
39. Participants must obey all lawful instructions from MTR's staff and relevant authorities (such as the Hong Kong Police, Leisure and Cultural Services Department, and the Central Harbourfront Event Space Management Company). If the event manager or security personnel request a participant to leave the Venue, the participant must do so immediately and no refund and compensation will be provided.
40. For security reasons, the Venue is equipped with surveillance cameras.
41. We reserve the right to refuse entry of any handbags, packages, or other items into the Venue, and to take any actions we deem appropriate regarding any unattended items.
42. Participants are not permitted to touch, climb on, write on, mark, soil, or damage any installations present unless otherwise specified. Participants are required to follow the instructions of working staff during the Event. Participants are prohibited from causing nuisance to others or carrying out any activities or bringing along objects that may cause damage to the Venue, interruption of the event, or any acts in breach of public safety.
43. If any facilities or items within the Venue are damaged by a Participant, that Participant will be required to compensate for the damaged facilities or items, with

the compensation amount determined solely by MTR.

44. Participants must agree to, comply with, and accept all house rules, adverse weather arrangements, important notes, and the Terms and Conditions of the Event.
45. Due to weather, safety, maintenance, or other reasons, MTR may change the opening hours of the Event, temporarily close certain facilities, or suspend individual activities or attractions without prior notice and without any refunds or compensation.
46. MTR reserves the right to modify the games, performances and activities available in the Venue and make changes to either the game mechanics, items, areas, equipment, and other aspects of the games.
47. The souvenirs and the giveaway items of the Event may vary from time to time at the sole discretion of MTR and/or the participating organisations / parties without prior notice. The souvenirs and the giveaway items may be replaced by other products or services if the stock has run out. Images of the souvenirs and giveaway items provided on the event website are for general reference only and we do not guarantee their availability.
48. All souvenirs and giveaway items cannot be returned or exchanged for cash, nor can they be exchanged, transferred, resold or refunded.
49. For any products and/or services from any third party merchants, the display, offering and conduct of any transactions for these products and/or services at the Event do not in any way constitute and cannot be deemed as MTR's endorsement, affiliation and/or approval of any such third party merchants and/or their products and/or services. MTR shall not be liable or responsible for any third party merchants, products and/or services, and/or for your transactions with any or all of them. For avoidance of doubt, your transactions for third party products and/or services may be subject to further terms and disclaimers (if any) from those relevant third party merchants. You are responsible for handling and managing any queries and/or disputes that you may have for any third party products and/or services with the relevant third party merchants directly.
50. Neither MTR nor its affiliates make any representations or warranties of any kind, whether expressed or implied, for or in relation to the Event and any souvenirs, products or services offered in the Event. MTR and its affiliates disclaim all representations, warranties and/or guarantees of any nature (including but not limited to merchantability, fitness for purpose, quality, availability, correspondence to description or sample, non-infringement, title, completeness, usefulness, accuracy, reliability, care and skills for service and/or time for service performance) to the maximum extent permissible by applicable law.

51. MTR accepts no liability for any direct or indirect loss or damage (including any consequential, special or exemplary damages) arising from participation in the Event or relating thereto, to the maximum extent permissible by applicable law.
52. No transmissions over the internet can be entirely secure. Whether a Participant can apply for entry to the Event is subject to the device model used and network performance. MTR will neither guarantee the application process will operate smoothly, nor bear any legal responsibility for any admission ticket or QR code ticket that is lost or not received due to any issues relating to system updates/maintenance, device model, network, technology, hacking, unsuccessful/delayed application, and/or any other uncontrollable events. Admission tickets or QR code tickets will not be reissued under any circumstances.
53. These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region of the People's Republic of China. You agree to irrevocably submit any disputes arising from or in connection with the Terms and Conditions and/or the Event to the exclusive jurisdiction of the courts of Hong Kong.
54. The Contracts (Rights of Third Parties) Ordinance shall not apply to the Terms and Conditions.
55. MTR reserves the right, at any time at its sole discretion, to amend or terminate the Event (or any part thereof) and/or modify any or all of the above Terms and Conditions without prior notice. MTR reserves the right to make the final decision should there be any dispute.
56. For queries regarding the Terms and Conditions for this Event, please call the MTR Hotline on 2881 8888.
57. In the event of any inconsistencies between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

#### **Personal Information Collection Statement**

Personal information collection statement: Your name and email address (as you submitted in your MTR Mobile membership registration record) are required for MTR to process, manage and administer the Event and to communicate with participants in relation to the Event. Without the information, you and other participants will be unable to participate in the Event. The information collected will be transferred to MTR's service providers for the above purposes. Otherwise, the information will only be disclosed to other parties or authorities with your consent or where permitted under the Personal

Data (Privacy) Ordinance. You have the right to request access to and/or correction of your personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance, and any such request should be made in writing and addressed to the Personal Data Privacy Officer of the Legal-General Department at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Hong Kong.