## **Lee Gardens Coffee Festival**

# Workshops' Terms and Conditions

#### **Enrolment & Remarks**

- Participants understand and agree that participation in the workshops/events are voluntary. Participants or their parents or legal guardian should read these terms and conditions before submitting the enrolment and settling the payment.
- By enrolling the workshops/events, applicant is deemed to have read and agreed to comply with and be bound by the terms and conditions.
- Children aged below 12 must be accompanied by parent / guardian / adult when attending workshops/events.
- A limited quota for each workshop/event will be offered on a first-come, first-served basis.
- The successful applicants will be notified of their application result via email. Please check your email accordingly. The decisions of Hysan (and its group companies)
   ("Hysan") and relevant event partners or merchants partnered with Hysan to provide the relevant workshops / events ("Participating Partners") shall be final.
- The workshops / events shall be subject to such additional or other specific terms and conditions for the relevant workshops/ events as Hysan and/or the Participating Partners may deem appropriate.
- No refunds on workshops/events fees paid (if any) will be made in any event (including without limitation absentee or failure to provide related enrollment proof on workshop/event date, etc.) except in the circumstances when a workshop/event is full or being cancelled. Participants will be notified for such cases.
- Fees paid for workshop/event are non-refundable and non-exchangeable for cash, gifts, for other workshop/event or any other benefits.
- The enrollment / place reserved for workshop/event is non-transferable. The workshops / events may only be attended by the relevant applicant.
- Hysan and/or relevant Participating Partners may require participants to provide their identification document (s) so as to verify participants' identities. Hysan and relevant Participating Partners reserve the right to stop those who fail to prove their identities from participating in the workshops/events.
- The workshops/events descriptions are for reference only.

- Hysan reserves the right to cancel workshops/events if the number of applications falls below the requisite minimum; and/or to change the time and/or instructor of workshops/events should this be necessary.
- Participants or their parent / guardian shall ensure that they are in healthy condition to attend the workshops / events. Hysan or the relevant Participating Partners reserve the right to reject entrance if body temperature of the participants is over 37.5 degrees Celsius or have other symptoms that may endanger the health of others.
- Hysan and the relevant Participating Partners are entitled to take photographs of, video-tape or audio-record the workshops/events, and use such photo(s), image(s), audio(s) and video(s) ("Recordings") in any media or format throughout the world in perpetuity without any payment or consideration to the participants. The Recordings belongs to and is the absolute property of Hysan.

### **Typhoons and Rainstorms Arrangement**

- If a workshop/event has to be cancelled or rescheduled due to inclement weather, Hysan will notify the participant(s) of the arrangements as soon as possible.
- Workshops/events will be cancelled If any of the following signals is issued and still in force 4 hours before the activity is scheduled to begin: Tropical Cyclone Warning Signal No. 8 or above; Black Rainstorm Warning Signal; or Red Rainstorm Warning Signal. All the affected workshops/events will be postponed or subject to other arrangements as shall be notified by Hysan. Apart from the hoisting of typhoon signal no. 8 or above or due to red/black rainstorm, the workshops/events will not be affected by other weather conditions.
- Hysan may decide whether to continue the workshops/events according to the actual situation.
- The above arrangement is for reference only. In all cases, participants/ parents / guardians should consider the weather, road and transport situation to decide whether to attend the workshops/events. No make-up workshop/event or refund will be arranged to the absentee for these cases. No make-up workshop/event or refund will be arranged for workshops cancelled due to bad weather.

#### **General Terms and Conditions**

• Participants acknowledge that the workshops/events (if taking place in a publicly visible area) may be photographed or video-recorded by other third party and they should be aware of this before making the decision to enroll and agree to hold Hysan harmless in relation to any complaint(s) made in relation thereto.

- By participating in the workshops/events, participants are deemed to have assumed the responsibilities for any losses, damages, accidents, injuries or theft suffered by participants and guest(s) and agree to hold Hysan harmless in relation thereto.
- Hysan does not warrant that the workshops/events are of any merchantable quality or
  fit for any purposes. Hysan disclaims all liability in relation to the workshops/events, and
  the participants/ parents / guardians shall waive all his or her rights and interest, if any,
  of any natures to pursue against Hysan.
- Personal data provided by applicants will be collected, processed and handled in accordance with the <u>privacy policy</u> and <u>personal information collection statement</u> on Lee Gardens website. In accordance with the Personal Data (Privacy) Ordinance, participants have the right to request access to and to correct personal data. To access your personal data, please contact Hysan.
- The English version of these Terms and Conditions shall prevail wherever there is any inconsistency of conflict between the Chinese and English versions.
- In case of dispute, the decision of Hysan shall be final and binding on all parties.
- Hysan and the relevant Participating Partners reserve the right to suspend, terminate, cancel or extend the above workshops/events and/or to modify, revise or change any of these terms and conditions at any time without any prior notice and without incurring any liability to any party whatsoever. In case of any disputes, the decisions of Hysan and the relevant Participating Partners shall be final.

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