

Standard Terms and Conditions

The below set out the terms and conditions relating to the purchase of your ticket to the London Ball 2022 (the "**Event**") to be held on 8 January 2022 at Grand Hyatt Hong Kong, 1 Harbour Road, Hong Kong (the "**Venue**") and organised by the London Ball Committee (the "**Organiser**"). By purchase a ticket to the Event (the "**Ticket**"), you hereby agree to the following terms and conditions (the "**Terms and Conditions**"):

1. Purchase of Tickets

1.1 Only Tickets with a valid QR code from Eventbrite will be accepted at the Event.

2. Conditions of Admission to the Event

2.1 To attend the Event, you must be able to show a valid Ticket. Removing any part of, altering or defacing the Ticket may invalidate your Ticket. The Organiser will not be responsible for any Ticket that is lost, stolen or destroyed.

2.2 All guests attending the Event agree to comply with all social distancing measures and related regulations imposed by the Hong Kong Government or other relevant governmental authorities as applicable, including but not limited to:

- (a) subject to body temperature check prior to entry; and
- (b) use the "LeaveHomeSafe" mobile application when entering and leaving the event.

For compliance with the social distancing measures and related regulations, you will be required to produce proof of having taken COVID-19 vaccine by using the "LeaveHomeSafe" or "eHealth" mobile application.

2.3 The Organiser reserves the right to demand proof of age in the form of your Hong Kong Identity card, passport or other form of proof of identity acceptable to the Organiser.

2.4 The Organiser reserves the right to refuse anyone entry to the Event in reasonable circumstances including for health and safety or where the Ticket is void.

2.5 The Organiser reserves the right to request that you leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Organiser may remove a Ticket holder from the Event and the Venue who:

- (a) has behaved in the Venue in a manner which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or
- (b) uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or
- (c) in the reasonable opinion of the Organiser or any person acting on behalf of the Organiser is under the influence of drugs or has consumed an excessive amount of alcohol; or
- (d) fails, when required, to produce proof of identity or age; or

(e) obstructs gangways, access-ways, exits, entrances or staircases, congregates in non-designated areas or seeks entry to stands or seats for which he/she does not hold a Ticket.

2.6 The Organiser reserves the right to refuse anyone entry to the Event and Venue and to eject therefrom any person who in the sole discretion of the Organiser, fails to comply with instructions from a steward or other person acting on the Organiser's behalf.

2.7 No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples as set out in Clause 2.5 above.

2.8 Minors (anyone under the age of 18 years), who hold a valid Ticket, will be granted admission to the Event, and are prohibited from purchasing or consuming alcohol under all circumstances. Minors in breach of these prohibitions may be ejected from the Venue. The Organisers reserve the right to request the Hong Kong Identity card or passport proving the age of the person attending at the entrance to the Venue or inside it subsequently.

2.9 The Event may be filmed, photographed and/or live-streamed. By attending the Event you provide your consent to the use of your actual or simulated likeness in connection with the production, exhibition, advertising or exploitation of any film, video, live streaming and /or audio recording of the Event or any element thereof in any media of whatever form throughout the world. You also agree to being filmed by police or security staff for the purpose of ensuring public security at the Event and preventing crime.

3 Limitation of Liability

3.1 The Organiser shall not be liable for any loss, damage, cost or expense, except for any death or personal injury caused by our negligent act or omission and to the extent required otherwise by applicable laws. Persons attending the Event are responsible for their own valuables and the Organiser will not be liable for any loss or damage to personal property brought to the Event.

4. Cancelled/Re-scheduled Events

4.1 In the event that the Event needs to be rescheduled for any reason, you agree to allow the Organiser to automatically transfer your Ticket(s) to the new date of the Event.

4.2 It is your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Organiser will use our reasonable endeavours to notify you using the details you provided us with at the time of ordering. We do not guarantee that you will be informed of such cancellation or re-scheduling before the date of the Event.

4.3 It is your responsibility to inform us of any change to your contact address, telephone number or email address you provided us with at the time of ordering.

5. Refund

5.1 Ticket(s) cannot be exchanged, cancelled or refunded after purchase unless the Event is cancelled or rescheduled to a date that is later than 18 months from 8 January 2022.

5.2 Where an Event is cancelled or rescheduled to a date that is later than 18 months from 8 January 2022, you will be entitled to claim a refund from us in accordance with this Clause 5.

5.3 The refund for Ticket(s) equals the price received by us for such Ticket. In the event of refund for the Ticket(s) purchased through Eventbrite, administrative fee or handling fee will be charged by Eventbrite in order to process the refund for each Ticket, which will be automatically deducted from the refund amount.

5.4 Refunds shall only be made by the original person in our records who purchased the Tickets by sending an email to enquiry@thelondonball.com and attaching to such email a copy of the Ticket or email confirmation of your purchase of the Ticket. All refunds will be made using the same method in our records as was used to purchase the Tickets. In the event of refund for the Ticket(s) purchased through Eventbrite, such refund will be subject to the relevant terms and conditions of Eventbrite.

6. Changes to Terms and Conditions

The Terms and Conditions are subject to change from time to time at the sole discretion of the Organiser and the latest version of the Terms and Conditions can be found on the Organiser's website www.thelondonball.com.

7. Transfer of Tickets

All Tickets are strictly non-transferrable and must not be sold or transferred. Any Tickets which are transferred will be void.

8. Decision of the Organiser

All decisions made by the Organiser are final and non-negotiable.

9. Health and Safety

You must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event.

10. Waiver

Any failure or delay on the part of the Organiser to enforce any of these Terms and Conditions shall not constitute a waiver of any of its rights hereunder.

11. Assignment

To the fullest extent permissible in law, the Organiser shall be entitled to assign any and all of its rights and obligations under these terms and conditions provided that your rights are not adversely affected to any material extent.

12. Severability

If any provision contained in the Terms and Conditions 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 and Conditions shall remain valid and enforceable.

13. Events beyond Our Reasonable Control (Force Majeure)

13.1 For the purposes of the Terms and Conditions, 'Force Majeure' means any cause beyond our control including, without limitation, 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;
- (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;
- (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.

13.2 The Organiser will not be liable to you for any delay or failure to perform any obligation under the Terms and Conditions to the extent that the failure is caused by Force Majeure.

14. Personal Data

Your personal information will be used to administer your purchase of Tickets. The Organiser will make our best endeavours to ensure that your personal information is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify you of any loss of, or any unauthorized disclosure of or access to, your personal information. We may retain records of personal information for complying with applicable law and internal compliance requirements. "Personal information" means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, processed by us in connection with the Contract. We may transfer your

personal information to our service providers including payment agents, telecommunication or computer service agents to enable us to process the purchase and delivery of Tickets.

15. Governing Law

The Terms and Conditions set out herein shall be governed and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and are subject to the non-exclusive jurisdiction of the Hong Kong courts