

## **About Subscription**

1. The Fun with Ponies Programme (“Programme”) is only open to registered children of Full Members, Corporate Nominees and Racing Members aged 3-12. Subscribers of the Programme are deemed to have read and accepted these terms and conditions. Subscription to the Programme is subject to the Bye-laws and rules of the Club and the membership privileges of the respective membership category.
2. The Programme is a year-round programme. The enrollment must be made via the Principal Member’s account on the Members’ Mobile App.
3. The monthly subscription fee for the Programme for each Participant is HK\$120 and non-refundable. All charges will be debited to the Principal Member’s membership account monthly once the enrollment is confirmed. If a subscriber joins the Programme for less than a full month, the full monthly subscription fee shall still apply. The monthly subscription fee is subject to change by the Club from time to time, and any such change will be communicated to subscribers via email or other electronic communication in advance.
4. During the free trial period (i.e. from 1 September 2023 to 30 November 2023), subscribers can enjoy the Programme’s benefits while monthly subscription fee will not be charged. If a subscriber does not provide notice of cancellation on or before 30th November 2023, they shall be deemed to have accepted these terms and conditions and shall be charged the monthly subscription fee from 1 December 2023 onwards.
5. To unsubscribe from the Programme, please submit the cancellation request via the Principal Member’s account on the Members’ Mobile App. The cancellation will take effect at the end of the month and the monthly subscription fee paid prior to the month where cancellation takes effect will not be refunded. Cancellation of any enrolled Programme activity is subject to the terms and conditions applicable to the relevant activity.

## **About Programme’s Benefits**

6. Subscribers subscribed to the Programme for at least one (1) month during the period from 1 December 2023 onwards are entitled to receive one (1) designated gift on an annual basis (calculated from 1 December of each year). Members will receive an email for the gift redemption arrangement.
7. Subscribers subscribed to the Programme for at least one (1) month during 1 December 2023 to 30 June 2024 will receive a Programme certificate.
8. Members successfully enrolled in the Programme during the period from 1 December 2023 until further notice are entitled to enjoy an exclusive 10% off discount on designated Club’s branded kids apparel without any minimum spending requirement during the subscription period subject to the relevant terms and conditions. The offer is non-transferable and the screenshot copies will not be accepted. The offer is non-

refundable and cannot be redeemed for cash. The offer cannot be used in conjunction with any other discount offers, birthday offers or promotional offers. If Member cancel the subscription, you will no longer be able to use this offer.

9. Subscribers of the Programme can enjoy a special rate in participating in Fun with Ponies activities during the subscription period. There is no special priority offered to subscribers of the Programme. All activities will be opened for enrolment to all Members, subject to availability and will be allotted on a first-come-first-served basis.
10. Advance bookings should be made prior to the commencement of the Programme activities. Programme activities are subject to quotas as specified by and/or any eligibility requirements as imposed by the Club from time to time.
11. The Programme offerings (including but not limited to gift, discount or other offerings) are subject to change by the Club from time to time, and any such change will be communicated to subscribers via email or other electronic communication in advance.

#### **Risks and disclaimers**

12. I understand and accept that there is an element of danger and risk of injury to myself, the participants and to others in participating in the activities under the Programme. I accept that I and the participants registered under my membership account shall participate in the activities at our own risk, and undertake that we will conduct ourselves in a sensible and responsible manner and in compliance with all instructions and directions of the Club and the instructors. The Club reserves the right to refuse any participant from participating in any activity.
13. I understand and accept that I and all participants should refrain from participating in any of the activities under this the Programme if we suffer from any illness and other physical or health conditions that may render us unfit for any of such activities (for example a bone/joint/muscle condition, allergy, high/low blood pressure, heart condition, fever, stroke, infectious disease, asthma, diabetes, epilepsy, or any other health issue). In case of doubt, we should consult a doctor prior to the enrolment and participation of in the activity. I also understand that in no circumstances shall we participate in such activities whilst under the influence of alcohol or drugs.
14. I declare that all participants and me I are free from any illness and/or physical or health condition that may be aggravated by participating in the activities under the Programme or otherwise render us unsuitable to take part in the activities under the Programme.
15. The Club shall not be liable for any injury or death or loss which I and/or any participants may suffer in connection with our participation in the activities unless and to the extent that such injury or death or loss is directly caused by the negligence on the part of the Club or its employees or agents. I agree to indemnify the Club, its officers or employees or agents against any claim brought by any participant or third party for loss, damage, injury or death which has been caused by any act or omission

of on my part and/or on the part of any participant arising out of and in connection with such activities.

16. The Club retains the sole and all rights to make any decision relating to the Programme and its activities and content (including but not limited to venue, date or time, performance or other activities, entry requirements, gift, discount or other offerings), and may cancel, postpone or modify the content of the Programme and its activities or amend the relevant terms and conditions, at any time without notice, and without liability for refund, compensation or otherwise.

### **Privacy Policy**

17. I agree to grant permission to the Club to use images and/or video footages showing myself, the participants and/or my guests taken during all activities under the Programme. Such use includes the display, distribution, publication, transmission or otherwise use of photographs, images or video taken for use in materials that include, without limitation, printed materials such as the Club's Members monthly magazine Badges, brochures, newsletters, website and social media pages, such as Facebook and Instagram, for promotion and/or record purposes.
18. I have read, understood and accepted the Club's Privacy Policy Statement available at [https://www.hkjc.com/home/english/corporate/corp\\_privacy.aspx](https://www.hkjc.com/home/english/corporate/corp_privacy.aspx). I confirm that I am duly authorised to or otherwise fully capable of allowing the Club to collect, record and use the personal data, images and/or video footages of the participants and/or my guests.

In case of any dispute, the decision by the Club shall be final. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.