

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

Terms and Conditions 條款及細則：

1) General 一般事項

- a) The tour is provided by Corporate Travel Management Limited – Hong Kong (License No.: 350373) (“CTM”) and the service contracts for the tour will be entered into between the Customers and CTM. “Customer” means any member of HKJC (excluding member of The Racing Club) (and, if any, their guests), and “HKJC” means The Hong Kong Jockey Club.

此旅行團由 Corporate Travel Management Limited – Hong Kong (License No.: 350373) (“CTM”)提供。此旅行團之相關服務合約將由客人與 CTM 簽立。「客人」指任何馬會會員 (但不包括競駿會會員) 和其賓客 (如有)，而「馬會」指香港賽馬會。

- b) The itinerary (including, but not limited to, activities, restaurants, hotels, transportation arrangements, Melbourne Cup Day race date and tour dates) is for reference only and may be subject to cancellation or changes without prior notice or compensation. In particular, certain activities are hosted and arranged by third party suppliers which may be subject to modification or cancellation. Flights and transportation to and from Australia and transportation to designated meet up point are not included in the tour. Customers shall make the relevant flight and transportation arrangements by themselves and ensure that they are able to arrive at the designated meeting points in Melbourne, Australia on such date and at such time as designated by CTM. No refund or compensation will be provided for any delay in arriving at the designed meet up point resulting in any missed tour activity.

以上行程(包括但不限於活動、餐廳、酒店、交通安排、墨爾本盃賽日期及行程日期) 只供參考，可能會取消或更改而不另行通知，且不作賠償。特別是，某些由第三方供應商主辦和安排的活動，可能受到調整或取消的影響。此旅行團並不包括來往澳洲的機票及來往指定集合點的交通安排，客人須自行安排航班及交通，並確保於 CTM 指定之日期及時間抵達澳洲墨爾本的集合地點。如客人因未能準時到達集合地點，而未能參加任何旅行團活動，恕不提供任何退款或賠償。

- c) Capacity for the tour is 30 persons. When the number of participants does not reach the minimum number of people (16 persons) required for the tour, the tour may be cancelled without compensation, but payment made to CTM will be refunded. 此旅行團名額為 30 人。當參加人數未達規定的最少成團人數(16 人) 時，此旅行團將有機會取消，且不作賠償，但已向 CTM 支付之費用將被退還。

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

- d) Age limit of participants: 18 years old or above.
參加者年齡限制: 18 歲或以上。
- e) Registration is subject to availability and on a first-come, first-served basis.
所有訂位先到先得。
- f) Each HKJC membership account may enroll up to two (2) persons, one of which must be an adult HKJC membership cardholder of such membership account. If no adult HKJC membership cardholder participates in the tour, the enrollment relating to such membership account will not be processed.
同一馬會會員帳戶可用於為最多二 (2) 人報名，而當中一 (1) 人必須為該馬會會員帳戶的成年持卡人。如該馬會會員帳戶的成年持卡人皆不參加此旅行團，則所有與該馬會會員帳戶相關的報名將不獲受理。
- g) Please register first by calling the CTM hotline +852 3196 5375. CTM will then send a registration form to the Member to complete and return via email at hkjcevent.hk@travelctm.com. A registration is considered as duly submitted only upon submission of the form to and confirmation from CTM. Direct line service hour: Mondays to Fridays 10:00 am to 5:30 pm (Except Public Holidays).
請先致電 CTM 服務熱線+852 3196 5375 登記。CTM 會稍後向會員發送報名表格。會員須將報名表格填妥並電郵至 hkjcevent.hk@travelctm.com。遞交報名表格予 CTM 並收到 CTM 的確認，有關登記方視為已妥當遞交。服務直線服務時間：星期一至五，早上 10:00 至下午 5:30 (公眾假期除外)。
- h) HKJC may use images and videos of you and your guests taken during the event for promotional and/or record purposes. Such use includes the display, distributions, publications, transmissions or otherwise use of photographs, images and videos taken for use in materials that include, but may not be limited to, printed materials such as HKJC' s Members' magazine, Brochures, Newsletters, Videos and digital images used in HKJC' s Website and Social Media Pages, such as Facebook. In case of any objection, please inform HKJC in writing.
馬會可能使用活動期間閣下及來賓被拍攝的照片及影片，作宣傳及/或記錄之用。上述用途包括展示、分發、出版、傳送或以其他使用照片、圖像及影片的方式用於 (包括但不限於) 印刷品 (例如馬會會員刊物) 或載於馬會網站及社交媒體頁面 (例如 Facebook) 的小冊子、通訊、視頻及電子圖像。如有反對，請書面通知馬會。

2) Payment Terms 有關付款

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

- a) After receiving the Tour Confirmation Letter and Credit Card Mail Order Charge Form from CTM, Customers have to complete the Credit Card Mail Order Charge Form together with the copy of credit card (both front and back) and return to CTM via email at hkjcevent.hk@travelctm.com within 7 days. Full payment must be settled by credit card including Visa, MasterCard or American Express.

客人需在收到 CTM 發出的旅行團預訂確認函及信用卡付款同意書後，於 7 日內將信用卡付款同意書填妥並連同信用卡副本 (正面和背面) 電郵至 hkjcevent.hk@travelctm.com。客人須以信用卡(包括 Visa 卡、萬事達卡或美國運通卡)支付全數團費。

- b) No refund of payment will be given in the event that Customers do not show up on the departure date or under-stay during the journey period for any reason.

如客人未能如期出發或在旅程中提前離團，其所繳付的費用將不會退還。

- c) If Customers fail to complete the Credit Card Mail Order Charge Form or the information on the form is invalid, CTM may cancel the booking.

如客人未能提交填妥之信用卡付款同意書或是填寫之資料無效，CTM 有權取消所有訂位。

- d) 100% of the tour fee will be charged if Customers cancel the tour booking after tour confirmation and settlement of full payment. No refund of tour fee will be provided.

如客人在旅行團預訂一經確認並支付全數團費後取消預訂，將不會獲任何旅遊團費退款。

- e) If after tour confirmation, the HKJC Member Customer cancels the tour booking, all other tour bookings for non-HKJC member Customer(s) under the relevant HKJC membership account will be cancelled and no refund will be made.

如馬會會員客人取消預訂，該馬會會員帳戶名下的非馬會會員客人報名將被取消並不會獲任何退款。

3) Tour Service 有關旅行團

- a) All rates (except the Tour Package price) are for reference only and subject to change. Such rates will be confirmed only when payment is made. In case of any currency fluctuations or amendments in local Government taxes, CTM reserves the right to adjust the quotation accordingly.

以上所有報價及資料(團費除外)只供參考，並可能有所變更，一切有待確認付款後方可作實。CTM 保留因匯率浮動或當地政府之稅項更改調整費用報價之權利。

- b) It is the responsibility of the Customers to ensure at their own expense that they have valid travel documents and necessary visas, and complied with all entry and health requirements in order to gain entry to the place of destination.

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

客人須自費確保擁有有效的旅行證件和必要的簽證，並遵守有關地方政府的所有入境及健康要求，以便進入目的地。

- c) All special meal requirements should reach CTM at least 1 month before commencement of tour.

如有任何特別餐飲要求必須於出發前一個月前通知 CTM 以作安排。

- d) Any alterations (including passenger name registered) after confirmation will be subject to the policy of individual agency, hotel or airline as to whether the changes can be made. Any alteration of a confirmed booking is subject to a handling fee of HK\$500 per person per alteration, plus any other applicable alteration fees as imposed by the relevant service providers.

在確認所有訂位後，如有任何更改(包括已登記的乘客姓名)，更改項目的可能性將受制於該相關的機構、酒店或航空公司的政策。另外，除相關機構收取的相關行政費用外，每人之每項更改另收取 HK\$500 的行政費用。

- e) In the event of any bad weather condition, including but not limited to when typhoon signal No.8 or above or red rainstorm warning or above is hoisted in Hong Kong or any adverse weather condition of the destination, all journeys will commence as planned, unless Customers receive the notification of itinerary change or cancellation from CTM. HKJC or CTM will not be responsible for any liability. 如遇惡劣天氣狀況，包括但不限於香港懸掛八號或以上颱風及紅色或以上暴雨警告或目的地的任何惡劣天氣狀況，除非接獲 CTM 通知行程更改或取消，否則所有旅團均如期出發。馬會或 CTM 將不負任何責任。

- f) In the event of any changes of itinerary due to technical problem with the transportation, adverse weather condition or official announcement from the local government which leads to an additional charge being incurred, such additional charge shall be borne by Customers, and HKJC or CTM will not be responsible for any liability.

因交通延誤、天氣、政府頒佈及實施臨時法令時需要更改行程，而導致客人增加額外費用，有關額外費用須由客人承擔，馬會或 CTM 將不負任何責任。

- g) CTM has the sole and absolute discretion to take all reasonable actions including but not limited to canceling or shortening the duration of any tour in the event of occurrence of any force majeure events, such as hostilities or threat of war, terrorist attack, political unrest, act of god, bad weather conditions, industrial action or strike, transportation issues including technical problems or change or cancellation of schedules, travel warnings issued by government or other relevant organizations such

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

as WHO, pandemic or epidemic, closure of sightseeing spots or any other circumstances beyond the indirect or direct control of CTM, and HKJC or CTM will not be responsible for any liabilities.

CTM 有絕對決定權因戰爭、恐怖襲擊、政治動盪、天災、惡劣天氣、罷工和工業行動、交通工具發生技術問題、載運機構臨時更改班次或時間表、政府 / 世界衛生組織發出旅遊警告、疫症或大流行、景點關閉、以及其他 CTM 不能直接或間接控制的不可抗力情況而採取任何合理行動，包括但不限於取消或縮短行程，馬會或 CTM 將不負任何責任。

- h) Customers must follow reasonable instructions of the tour escort and tour guide during the tour. When participating in any activity included in the itinerary or arranged for the Customers during the journey, Customers must also follow the guidelines and arrangements provided by the contractors responsible for that particular activity. Customers participate in any such activity at their own risk and must take out appropriate travel insurance coverage. Customers must assess their own physical health conditions, weather conditions and the nature of the activity during the journey, and seek medical or other professional advice if necessary. HKJC or CTM will not be liable for any loss, death, personal injury or related fees in relation to such activities arranged by the Customers.

客人須於旅程期間遵守領隊及導遊的合理指示。客人在參與行程中或為其安排的活動時，亦須遵守服務人員之指引及安排，客人須自行承擔參加有關活動的風險，並確保已購買適當的旅遊保險，自行評估當時身體狀況、活動時的天氣情況或內容，在有需要時可自行向醫生或專業人士尋求意見，客人須自行承擔一切引起之損失、人身傷亡及費用等，馬會或 CTM 將不負任何責任。

4) Melbourne Cup Raceday Experience on 5 November 2024 墨爾本盃賽日體驗 (2024 年 11 月 5 日)

- a) Race Tickets form part of the tour package. If Customers cancel the tour package, no tickets will be provided.
- 團費包括賽事門票，如客人取消旅行團預訂，將不會獲發賽事門票。
- b) Race Tickets are not transferrable and cannot be resold.
- 賽事門票不得轉讓或轉售。
- c) Neither HKJC nor CTM accepts any responsibility for any stolen or lost tickets. Tickets will not be re-issued.

馬會或 CTM 對賽事門票被竊或遺失，概不負任何責任，亦不會補發賽事門票。

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

- d) Admission to the event venue is strictly subject to terms and conditions of Victoria Racing Club or controlled by venue officials, relevant organization or police. Customers may need to go through security arrangements including bag checks for admission to the event venue. The responsibility of HKJC and CTM is limited to the provision of Race tickets and shall not be held responsible for any denial of entry for reasons beyond their control.

使用賽事門票和進入馬場須嚴格遵守維多利亞賽馬會的條款及細則，或場地職員、相關組織或警察的指示，可能亦需要通過包括行李檢查在內的安全檢查，才能進入賽事場地。馬會和 CTM 只負責提供賽事門票，亦不對任何客人無法控制的原因而被拒入場的客人負責。

- e) Neither HKJC nor CTM is the organizer of the race. The information provided in any tour materials about the race is based on the information provided by Victoria Racing Club. Race components may be subject to change and the race may be cancelled, postponed, rescheduled, or abandoned by Victoria Racing Club or the race organizer at short notice or without prior notice. CTM will endeavor to obtain from the race organizer(s) and provide you with up-to-date information in case of any cancellation of or change to the races.

馬會和 CTM 並非賽事舉辦者。旅程資料所載的賽事資訊來自維多利亞賽馬會。賽事內容可能有所變更，亦可能一經通知或不作通知下被維多利亞賽馬會或賽事舉辦者取消、延期、重新排程或放棄。一旦發生賽事取消或更改時間的情況，CTM 將盡力從賽事舉辦者處獲取最新資訊以作發放。

- f) In no circumstances shall HKJC or CTM be held liable for any cancellation or change to the race (including but not limited to withdrawal of any horse or jockey) or other changes that are outside its control. In the circumstances that the race is cancelled and there is any refund of race tickets from the event organizers, such payment will be passed on to Customers upon receipt by CTM. Otherwise neither HKJC nor CTM will accept any responsibility or refund or pay any compensation for a confirmed booking due to the cancellation of or any change to the race, even if it may have been Customers' main reason for booking the Tour.

在任何情況下，馬會或 CTM 均不對取消或更改賽事而負上任何責任（包括但不限於任何馬匹或騎師退出賽事）或其他無法控制的變更。如因取消賽事活動組織者安排退票款項，CTM 於收到有關退款後將轉付給客人。除此之外，馬會或 CTM 將不會就賽事的取消或任何改動而負上任何責任，或作出退款或任何補償，縱然賽事可能是客人參加此旅行團的主要目的。

5) Personal Data 個人資料

- a) All personal data collected at the time of reservations or bookings is for the purposes of arranging the tours for the Customers and any other travel related services. If the tour participants under the same booking include more than one person, the Customer submitting the registration shall ensure that he/she has obtained the authorization from such other Customers for submitting the relevant personal data in the registration form.

所收集的個人資料會被用於安排旅行團和各相關旅遊服務。如有關預訂有多於一位客人，提交登記的客人須確保其已經獲得同一預訂下其他客人的同意，於報名表格提供有關個人資料。

- b) CTM shall keep all Customers personal data strictly confidential. However, CTM may pass it to HKJC, other tour operators, airline carriers, hotels or other related services providers as it deems necessary for the performance of the services in connection with the tour. Customers are deemed to have read and accepted HKJC' s Privacy Policy Statement available at https://www.hkjc.com/home/english/corporate/corp_privacy.aspx and agree that HKJC may collect and use the relevant personal data for the purposes of the tour. Except for the above purposes, CTM will not pass this information to other institutions or individuals without the consent of the Customers (except as requested by the laws). CTM 將客人所提供的個人資料保密。但是, CTM 會因應其安排旅程服務所需的情況下將客人所提供的資料轉交至馬會, 當地接待旅行社, 航空公司, 酒店或其他相應的旅遊服務公司。客人將被視為已閱讀並同意馬會載於 https://www.hkjc.com/home/chinese/corporate/corp_privacy.aspx 的私隱條款, 且同意馬會可以就旅程的目的收集及使用有關的個人資料。除了上述目的, CTM 將不會在未得到客人同意下(除法律要求外)向其他機構或任何人士洩露其個人資料。

6) Service provider 服務提供者

- a) HKJC is not the service provider and the tour services are to be provided by CTM. HKJC does not give any warranty or accept any legal liability for such travel arrangements and/or for the services provided by CTM or its service providers. Any dispute relating to the tour shall be resolved directly between the Customers and CTM.

Lexus Melbourne Cup Day Racing Tour 2024

Lexus 墨爾本盃賽馬日體驗團 2024

馬會並非此旅行團之服務提供者，此旅行團之一切服務將有 CTM 提供；馬會不對此旅行團及其旅行安排和/或 CTM 或其服務提供商提供的服務給予任何擔保或承擔任何法律責任。任何與旅程有關的爭議須由客人與 CTM 直接解決。

- b) To the extent as permitted by the applicable laws, HKJC shall have no responsibility or liability for any inconveniences, financial loss of any kind, personal injury or loss of or damage to property incurred by the arising howsoever out of any information provided herein or otherwise in relation to the tour, and for any breach of contract, breach of statutory duty, negligence or breach of duty of care on the part of CTM or those performing the services on its behalf in respect of the tour.

在適用法律允許的範圍內，馬會不需就客人因為在此提供的任何有關此旅行團之信息或就 CTM 或任何代表 CTM 就此旅行團提供服務的人員的任何違約行為違反法定責任、疏忽或違反謹慎責任的行為而產生的任何不便、財產損失、人身傷害或財產損失或財產損失負上任何責任或作出任何賠償。

7) Governing Law and Jurisdiction 法律和管轄權

- a) No person or entity other than the Customer who made the booking, HKJC and CTM shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any provisions under the Booking and Payment Conditions and the Terms and Conditions.

除客戶本人、馬會及 CTM 以外的任何人或個體，不得根據合約（第三者權利）條例（第 623 章）的任何權利，以執行報團及付款細則及此條款細則。

- b) These terms and conditions are governed by the laws of Hong Kong Special Administration Region and the parties agree to submit to the jurisdiction of Hong Kong Courts.

此條款細則按香港特別行政區法律管轄，合約各方同意接受香港法院的管轄。

In the event of any inconsistencies between the English and Chinese versions, the English version shall prevail.

中英文版本如有不一致之處，概以英文版本為準。