## Fun with Ponies Academy - Terms and Conditions

## **About The Event**

- 1. By enrolling and participating in the event, you are deemed to have read and accepted these terms and conditions. Participation in the event is subject to The Hong Kong Jockey Club's rules, Byelaws and the membership privileges of the respective membership category.
- 2. This event is only open to Members with membership access right to the Beas River Country
- 3. Only children aged between 3 and 12 of the Principal Member, who are registered with the Club under the Club's membership record, may enroll in this event. Enrolment must be done via the Members' Mobile App account of the Principal Member.
- 4. For safety reasons, participants must be at least 85cm in height and weigh under 110lbs.
- 5. Once the enrolment is confirmed, all charges will be collected on the event day via the relevant membership account and are non-refundable.
- Advance bookings should be made and reservation will be allotted on a first-come, first-served basis. This event are subject to quotas by and/or any eligibility requirements as imposed by the Club from time to time.
- 7. If the event is full, the enrolment will be put on a waiting list on a first-come, first-served basis according to the time of enrolment.
- 8. After the enrolment process, Principal Member can view the enrolment result via the Members' Mobile App and will not receive the confirmation email.
- 9. To cancel the enrolment, please contact the Membership Services Hotline on 1812 or 1814. The cancellation deadline is 3pm two days before the event date. For absence or cancellation after cancellation deadline, the activity fee will still be debited to the Principal Member's membership account and cannot be refunded.
- 10. The event will not take place if a Tropical Cyclone Warning Signal No.3 or higher, Amber Rainstorm, Red Rainstorm or Black Rainstorm Warning is hoisted two hours prior to event start and the activity fee will not be charged.

## Risks and disclaimers

- 11. 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. 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.
- 12. I understand and accept that I and all participants should refrain from participating in the activities 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.
- 13. 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 or otherwise render us unsuitable to take part in the activities.
- 14. 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.
- 15. The Club retains the sole and all rights to make any decision relating the 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 activities or amend the relevant terms and conditions, at any time without notice, and without liability for refund, compensation or otherwise.

## **Privacy Policy**

- 16. 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.
- 17. I have read, understood and accepted the Club's Privacy Policy Statement available at 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.
- 18. 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.