

## **Event Terms & Conditions**

1. Issue of tickets and admission to The Grounds are subject to our Rules and Regulations which are set out in the website at <https://thegroundshk.com> and at The Grounds Entrance.
2. Each ticket is valid for a single pod for a specific session during the operational hours from 11:00 a.m. to 11:00 p.m.
3. Children aged 11 or below must be accompanied by a person aged 15 or above.
4. Children under age 3 do not need a ticket and they are exempted from the limit of people per pod (2 or 4 respective) if they are from the same household.
5. Tickets are non-transferable, non-exchangeable, and only valid on the printed date and time of the ticket.
6. The Grounds may, without prior notice and without refund or compensation, change the operating hours, close the event or any part thereof temporarily, or suspend the operation of individual elements for weather, safety, maintenance, or any other reason.
7. The following activities are strictly prohibited in The Grounds:
  - a) Moving outside of your pod. The Grounds has been designed as a COVID19 responsible space which means all guests agree to the special arrangements as outlined in point 12.
  - b) Consumption of food or drink purchased outside The Grounds;
  - c) Sale of goods or services except with prior consent;
  - d) Commercial photography or videography except with prior consent;
  - e) Distribution of printed or recorded materials of any kind;
  - f) Unauthorized events, demonstrations or speeches, or the usage of any flag, banner or sign, and other unauthorized public gatherings;
  - g) Playing or operating remote-controlled flying devices;
  - h) Engaging in any unsafe act or other act that may impede the operation of the Grounds or any associated facility.
8. Visitors to The Grounds may need to present personal identification documents to verify their identities as the authorized holder of the credit card used in the Website purchase.
9. No pets or animals are permitted in the Grounds, other than service animals with valid identification.
10. Visitors accept and agree that the Grounds may take and use your photographs or images for commercial purposes.
11. Visitors agree to comply with all notices and directions by any member of staff with the purpose of ensuring safety and order, including but not limited to bag checks.
12. The Grounds reserves the right to deny admission, or to require removal from the event, without refund or compensation, for illegal, unsafe or offensive behaviour, or if we consider that the circumstances so require.
13. Visitors must agree to all special arrangements in response to COVID19
  - a) Visitors must have their temperature checked before entering The Grounds. Access will be denied if body temperature reading of Visitors is 37.5°C or above.

- b) Visitors must wear a mask when entering The Grounds the Wheel and keep their mask until they enter their pod.
  - c) Visitors are advised to practice 1.5-meter social distancing within The Grounds, including the queuing area.
  - d) Visitors must utilize COVID19 responsible systems have been put in place including self-scan ticketing, contactless payment, digital track & trace, health declaration forms & self temperature checks.
  - e) Increased sanitization and cleaning of gondolas and the rest of the park.
  - f) Visitors should use hand sanitiser which is available at key areas within the park.
  - g) Visitors who travelled outside of Hong Kong in the past 14 days or are wearing a home quarantine tracking wristband should visit The Grounds on another day.
14. Except where required by law, under no circumstances are we liable for any damage, loss or personal injury suffered by you, whether the same is caused by our negligence or otherwise.
  15. In the event of disputes, the Grounds reserves the right to make final judgment on the dispute and otherwise in respect of tickets.
  16. The venue for the Grounds is the Hong Kong Observation Wheel and visitors to the Event are subjected to their Terms & Conditions: <https://hkow.hk/terms-and-conditions>
  17. In the event there are inconsistencies between the English and Chinese Terms and Conditions, the English version shall prevail.
  18. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

### **Ticketing Terms & Conditions**

1. Tickets can be purchased both online and at the door.
2. Ticket prices and terms & conditions of tickets will vary depending on the event and will be clearly stated at the ticketing partner site <https://www.zicket.co>
3. In the event The Grounds opening date is delayed, any affected guests will receive a refund.
4. In the event that an scheduled event is cancelled, the organisers will refund all paid tickets.
5. Any further queries can be directed to our Customer Care Team [info@thegroundshk.com](mailto:info@thegroundshk.com) or +852 2339 0777.

### **Website Terms and Conditions**

1. By accessing this website thegroundshk.com ("the Website") you unreservedly accept the statutory provisions in force and the terms set out below.
2. If you do not wish to agree to these Terms and Conditions, do not access or use any part of the Website.
3. The Website is owned and maintained by The Grounds by The Wheel or ("The Grounds"). The Grounds reserves the right to modify the content of the Website at any time without notice. It cannot be held liable for the consequences of such modifications. Likewise, it reserves the right to interrupt or to suspend all or part of the Website's functionalities at any time without notice.

4. The Grounds may revise and update these Terms of Use at any time without notice by posting the amended terms to the Website. Your continued use of the Website means that you accept and agree to the revised Terms of Use.
5. In the event there are inconsistencies between the English and Chinese Terms and Conditions, the English version shall prevail.

#### **Information on the Website**

1. The information is provided on the Website is for guidance and reference only.
2. The Grounds strives to ensure that the information is as accurate, error-free and as up-to-date as possible. However, The Grounds does not provide any warranty concerning the accuracy, details, or the timeliness or comprehensive nature of this information.
3. As such, The Grounds disclaims any liability from any harm which may result from a lack of precision or accuracy in the information which is available on the Website; any damage including but not limited to computer equipment, tablet or mobile phone damage following a visit to the Website; and any harm which may result from a third party fraudulently penetrating the Website.
4. If for whatsoever reason the Website is down or not functioning correctly, The Grounds cannot be held liable.
5. These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong SAR, and any claim filed under these terms and conditions shall be subject to the exclusive jurisdiction of Hong Kong SAR.

#### **Hyperlinks to other websites**

1. For a more convenient user experience, several hyperlinks to external third-party websites have been included in the Website.
2. If you follow a link to any of these websites, please note that they have their own practices and policies. We encourage you to read the privacy policies or statements of these websites in order to understand your rights.
3. We accept no responsibility or liability for any practices of third-party websites.

#### **Intellectual property**

1. All components which have been included on the Website besides social content featured in the Social section, including but not limited to images, graphics, text, logos and trademarks are the intellectual property of The Grounds. It is illegal to reproduce these components wholly or partially without prior written consent from The Grounds.
2. The social content featured in the Website, including images, text and comments has been curated from publicly available social pages. While due diligence has been taken to curate and review the social content, The Grounds is not liable for any harm or damage caused by the social content.
3. If you are the author or owner of the social content and do not want your content to be featured on the Website or on any of our promotional material, you may contact [info@thegroundshk.com](mailto:info@thegroundshk.com)