

#ddHK design district  
Hong Kong  
設計香港地

# Vivid Tsuen Wan

藝遊未盡·荃灣

## Mountain-to-Sea Festival **Terms & Conditions**

In this document, the following definitions apply:

- "Activity" means the Mountain-to-Sea Festival of Design District Hong Kong (#ddHK): Vivid Tsuen Wan.
- "Organiser" means the Tourism Commission of Hong Kong, Way of Difference, the curatorial team, and their employees or subcontractors.
- "Participant(s)" means an individual or group who attends the Activity as a spectator or audience member.
- "Venue" means Hoi Shing Garden in Tsuen Wan, where the Activity will take place.

1. These Activity Terms & Conditions are subject to change without prior notice.
2. There is no assigned seating. Seats and spots will be available on a first-come, first-served basis.
3. The Organiser reserves the right to refuse admission, at any time and its absolute discretion, to any Participant or any person already admitted who fails to comply with the activity Rules and Regulations below or to remove any person whose conduct is disorderly or unbecoming from the Venue.
4. The Activity will have Rules and Regulations in place, which all Participants must follow:
  - a. Observe and comply with all notices issued by the Organiser concerning operational arrangements of the Activity;
  - b. Observe and comply with any laws of Hong Kong, including but not limited to the National Flag and National Emblem Ordinance (Instrument A401), the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and other relevant laws of Hong Kong concerning the safeguarding of national security ("National Security Law"); and
  - c. Ensure that no act or activity that is likely to constitute or cause the occurrence of an offence endangering national security under the National Security Law or other laws of Hong Kong or otherwise contrary to national security interests is engaged in the Activity.

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5. The Organiser reserves the right to request that the Participant leave the Venue at any point on reasonable grounds and take any appropriate action to enforce this right. By way of example, the Organiser may remove a participant who:
  - a. has behaved in the Venue in a manner which, in the reasonable opinion of the Organiser, has or is likely to affect the enjoyment and/or safety of other participants;
  - 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;
  - c. in the reasonable opinion of the Organiser, a Participant is under the influence of drugs or has consumed an excessive amount of alcohol; or
  - d. in the reasonable opinion of the Organiser, a Participant has violated any notices issued by the Organiser, the National Security Law or other relevant laws of the Hong Kong Special Administrative Region.
6. Participants are prohibited from committing or attempting to commit any act violating the laws of the HKSAR and the National Security Law governing the HKSAR. Participants' actions must not be contrary to the interest of national security. They must obey all lawful instructions given by the staff at the Activity and the officers of relevant authorities, such as the Hong Kong Police Force and the Leisure and Cultural Services Department. Participants must leave the Venue immediately if requested to do so by activity managers or security staff.
7. During the Activity, in case of any violation of these terms and conditions, illegal acts, fraud or abuse, the Organiser shall have the right to disqualify the relevant Participant(s) from admission to the Activity without prior notice.
8. During the Activity, cameras may capture and record participants for promotional and archival purposes without prior notice. By participating in this Activity, you hereby consent to use your image and likeness as captured during the Activity.
9. A Participant must comply with all relevant and applicable statutes, safety announcements and venue regulations whilst attending the Activity. A Participant should assess whether he/she is suitable for attending the Activity, which may have special effects including, without limitation, sound, audio-visual, or lighting effects. The Organiser shall not be responsible for any discomfort or irritation caused by these special effects.

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10. If the Activity cannot be carried out or is interrupted due to orders from government authorities or agencies, serious cyberattacks, system failures, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lockout, weather, third-party injunction, national defence requirements, or other circumstances beyond the control of the Organiser, such circumstances will be regarded as force majeure. The Organiser shall not be liable for any damages, losses or disputes caused by force majeure.
11. The Organiser reserves the right to change, suspend or cancel the Activity or amend its terms and conditions at its discretion without prior notice. The Organiser shall not be liable for any change, suspension or cancellation concerning the Activity.
12. To the fullest extent permitted by law, the Organiser and its related personnel, management, employees and contractors shall not be responsible for any personal or property injury, loss or damage (including but not limited to any claims, injuries, costs or expenses) incurred or suffered by any person, Participant, as a result of their participation in the Activity howsoever caused.
13. In case of any disputes, the decision of the Organiser shall be final and conclusive, and such decision shall be binding on all parties concerned.
14. These terms and conditions are governed by and construed in accordance with the laws of Hong Kong. Each party submits to the exclusive jurisdiction of the courts of Hong Kong.
15. In the event of any discrepancy between the English and Chinese versions of this Activity Rules and Regulations, the English version shall prevail.