

Terms and Conditions

Please read the following terms and conditions carefully before proceeding with the tour booking.

1. Contractual binding

1.1 The purchase of any activity arranged by Ho Ho Go Experience Limited constitutes a contractual agreement between participants and Ho Ho Go Experience Limited as defined by these Terms and Conditions. All customers will be deemed to have accepted and consented to these terms and conditions when they make the booking.

2. Definitions

- 2.1 "We", or "the Company" means Ho Ho Go Experience Limited and its representatives.
- 2.2 "Participant(s)" or "customer(s)" means the person(s) whose name(s) the booking is made.
- 2.3 "Force Majeure" means any event outside Ho Ho Go Experience Limited's control, including but not limited to riots or other acts of civil disobedience, restraints imposed by the government, any other legal authority, or local organisations, or any other industrial or trade disputes, demolition, road closure, interruption occurred to public transportation service, war, the threat of imminent war, explosions, fires, subsoil water, high water, mudflow, falling of trees and other subjects, animal attacks, acts of God, storms, floods, thunderstorm, rainfall, hail, lightning, earthquakes and other calamities which cannot be reasonably controlled.

3. Tour

3.1 The minimum participants for each activity to make a tour is three (for Fairy Tale Lane and Traveler of Time are four and five respectively). The maximum number of participants varies depending on the nature of the activity. In general, all activities are conducted in small groups to ensure active participation and intimacy.

4. Force Majeure

4.1 If an event of Force Majeure occurs, our activities arrangement may be slightly different than originally described. We shall not be liable for any change to activities' arrangement and/or cancellation due to force majeure events and no refunds will be made, either in part or full.

5. Increment weather arrangement

- 5.1 All activities will be cancelled in the event that -
- tropical cyclone warning signal No. 8 or above is hoisted (tropical cyclone warning signal No. 3 or above for "Origin of the Fragrant Harbour", geopark and outlying island activities);
- black rainstorm warning issued (red rainstorm warning for "Origin of the Fragrant Harbour", geopark and outlying island activities)
- 5.2 If the warning signal is lowered 3 hours or more before the activity commences, the activity will continue as scheduled.
- 5.3 Participants will be notified of the increment weather arrangement via e-mail and what's app. In the event of any cancellation by the Company, the fees will be refunded in full. (Please refer to paragraph 13.1 below.)

6. Person fitness and safety

- 6.1 The level of difficulty of each activity is rated in an ascending order from 1 star to 5 stars as follows:
- ∀ery easy, suitable for all age in general physical condition.
- ☆☆ Easy, suitable for age from 9 or above in general physical condition.
- Average, suitable for age from 12 or above in general physical condition
- ልቁልቁ Average to slightly difficult, suitable for age from 15 above in good physical condition
- ጽል አል አል Relatively difficult, suitable for age from 17 above in good physical condition
- 6.2 These ratings take into account the landscape and distance travelled. They only serve as a reference since weather conditions (sun, rain, wind, temperature and altitude) should also be taken note of.
- 6.3 Participants should be responsible for maintaining their safety at all times.

They should exercise due care and attention whilst walking and should listen to the safety instructions given by us.

6.4 Participants are responsible for the suitability of enrolling in our activities in respect of their physical condition. Advice from medical experts on personal fitness for a walking tour is strongly recommended. All activities are undertaken at the participant's own risk. We accept no liability or obligation in the event of illness, injury or death.

7. Accident or loss

7.1 Please take care of all personal property. We will not be liable for any theft, loss, damage, delay, inconvenience, direct or consequential loss, however caused.

8. Personal insurance

8.1 Each participant has been insured for joining in our activity for basic protection. We encourage all participants to purchase personal insurance to obtain protection as required.

9. Food consumption

9.1 Participants should disclose any and all food allergies and dietary restrictions to us when making the booking. We cannot guarantee that any dietary needs or restrictions can be accommodated but we will do our best to work out an alternative.

10. Property of the Company

10.1 A tour guide system and an information kit will be on loan to each participant during the activity. A charge of HK\$500 (receiver unit) and HK\$100 (information kit) will be imposed for loss or damage that occurs.

11. Customer conduct and group safety

- 11.1 It is the participant's responsibility to arrive at the assembly place on time on the day of the tour. Should any participant be late for the respective activity or the agreed assembling time in progress for more than 15 minutes, s/he will be regarded as "no show" and no refund will be made (please refer to paragraph.13.3 below for details)..
- 11.2 Participants must comply with all rules and regulations for visiting old villages and geopark. We will brief participants on the spot to acknowledge the salient points.

- 11.3 Participants are expected to behave respectfully to others, including but not limited to our staff, members of the public, and to the property of others, including but not limited to shared facilities and public environment.
- 11.4 For the benefit of all participants, we may, at our discretion, require any person to be excluded from the respective activity immediately if the participant's conduct is deemed to be offensive, a nuisance to others, or breaking the local law. We also reserve the right to refuse any person participation in our activities should circumstances be deemed to compromise safety of the activity. We will not refund or cover any cost or expenses incurred due to unacceptable behavior, and the participant must pay the full compensation for any damages that might have been caused.

12. Bookings, payment and confirmation

- 12.1 All bookings must be made on-line on a first-come-first served basis. Should other forms of booking and payment be required, please contact us for other arrangements, if possible, though arrangements are not guaranteed.
- 12.2 Our fees vary according to the nature of the activities. The fees indicated on the website are the current rates and may change with no prior notice. Once payment has been made, participants will not be required to pay any difference in the event of a price increase.
- 12.3 All discounts and special offers are subject to availability and may be removed at any time at our sole discretion. No discount can be combined with any other discount or special offer
- 12.4 Once the booking has been completed, a confirmation with booking details will be issued to participants. All booking correspondences and confirmation will be carried out via email. It is the responsibility of the participant to ensure the accuracy of email addresses provided, and to whitelist all messages from us. We are not responsible for any unsuccessful email delivery attempts.

13. Cancellation policy

- 13.1 100% of total fee paid will be refunded only under the following circumstances:
 - notification no less than 120 hours (i.e. 5 days) in advance in writing to us
 - cancellation of the activity suggested on our side (excluding Force Majeure

clauses)

- 13.2 50% of the total fee paid will be refunded under the following circumstances:
 - notification no less than 72 hours (i.e. 3 days) in advance in writing to us
- cancellation of the activity suggested on our side in the midst of the event (excluding Force Majeure clauses)
- 13.3 No fee paid will be refunded under the following circumstances:
- no show (i.e. 15 minutes after the agreed assembling time, before and event in progress)
 - the participant chooses to leave the activity in progress
 - Force Majeure events

14. Refund

14.1 Notwithstanding refund will be in amount as specified, we are not responsible for charges levied by credit card centre. Please refer to the fee scheme of the respective credit card on the rate.

15. Privacy Policy

14.1 We pledge to meet fully with the requirements of the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong. The personal data collected in the booking form will be solely for use by us for processing enrollment in the respective activities.

16. Photographs, pictures and filming

- 16.1 Photographs, pictures or videos appearing on our website should be used solely as an indication of activities. Actual programes may vary.
- 16.2 We reserve the right to photograph/film any event and participants, as well as to use any of such images for promotion and/or commercial purposes without further recourse or compensation. However, we will never photograph / film participants without seeking their prior verbal permission.

17. Notes and other materials

17.1 Any notes or other materials supplied to participants by us, whether in hard-copy, electronic format or any other form, are the copyright of the Company, without limitation, and are not to be reproduced in whole or in part, or distributed to any Third Party in any form whatsoever, without the express written permission of the copyright holder.

18. Website

- 18.1 All information provided on our website was correct at the time of publishing, to the best of our knowledge, errors, omissions and exceptions notwithstanding. We do not assume responsibility or any liability for any participant's own misunderstanding or misinterpretation of any information provided on this website.
- 18.2 We reserve the right to add, withdraw, substitute and/or vary advertised terms and activities without notice. However, reasonable effort will be made to maintain arrangements as advertised.
- 18.3 These Terms and Conditions are subject to change without notice, from time to time, at our discretion. We will endeavor to communicate the most updated Terms and Conditions to our customers when changes occur.

19. Indemnification:

The participants shall indemnify the Ho Ho Go Experience Limited's shareholders, directors, officers and employees for any injury, loss, damage and expense arising from failure to follow or negligence in the performance of the obligations under the terms and conditions.