

Encore Event Technologies Hong Kong Limited

SERVICE TERMS AND CONDITIONS

1. Application

- 1.1. These terms (**Terms**) govern the supply by Encore Event Technologies Hong Kong Limited (**us/we/our**) to you of any audio visual or event staging services including hire of equipment (**Services**). By requesting any Services from us, you agree to these Terms.

2. Charges

- 2.1. We will provide you with a quotation for any Services (**Quotation**). The Quotation will specify the proposed Services and estimated charges for the Services (**Charges**).
- 2.2. The minimum time charged for Services will be the time specified in the Quotation.
- 2.3. If additional Services, including for changes to the duration or requirements of your event, are required by you, additional Charges are payable by you.
- 2.4. If your Venue booking does not include 24 hour reservations for each multi-day Services period, additional Charges are payable for any additional labour required to pack down and reset any room.
- 2.5. Charges are quoted in Hong Kong dollars unless our Quotation specifies otherwise.

3. Payment

- 3.1. If you have an account with us with sufficient credit, you must pay the total amount of our invoice for the Services by the date specified in the Quotation or if none is specified, within 30 days of the date of our invoice.
- 3.2. If you do not have an account with us with sufficient credit, you must pay us in cleared funds an amount equal to all proposed Charges by the date specified in the Quotation for payment, or if none is specified, at least 14 days prior to the commencement of your event (**Event Date**), and for any additional Charges within 7 days after our invoice. If you do not pay the Charges in accordance with this clause we may elect not to provide the Services to you. If we provide the Services to you, our invoice must be paid immediately.
- 3.3. Even if you hold a credit account with us you may be required to pay some Charges before we provide any Services, for costs we may incur including for manufactured or developed items, third party supplies, deposits, or entertainment (**Hard Costs**).
- 3.4. If you make any payment by credit card, we reserve the right to impose a surcharge in the amount of our standard applicable surcharge from time to time.
- 3.5. You must also reimburse us on demand for any legal or other costs and expenses we incur by reason of your failure to pay on time.

4. Cancellation

- 4.1. If you cancel or postpone your event or any of the Services after you have accepted the Quotation, you must advise us in writing and we reserve the right to charge you a percentage of the estimated Charges for the cancelled Services (excluding Hard Costs) as a genuine pre-estimate of our loss, as follows:
- a) 50% if less than 30 days but not less than 15 days notice is given;
 - b) 75% if less than 15 days but not less than 72 hours notice is given; or
 - c) 100% if less than 72 hours notice is given, or if no notice is given,
- (**Cancellation Charge**) and in addition you must reimburse us for any Hard Costs we have reasonably incurred. However the above Cancellation Charges are subject to anything contrary specified in the Quotation

5. Services Delivery

- 5.1. Delivery of equipment, technical, decorative and other items provided by us as part of the Services (**Equipment**) will take place at the location specified in the Quotation (**Venue**).
- 5.2. Unless specified in the Quotation as included, the Services do not include making any permanent recording of any part of your event.
- 5.3. Third party goods or services we may arrange for your event such as entertainment, are subject to availability. If any such goods or services cannot be delivered, we will consult with you, but we reserve the right either not to provide that good or service (in which case we will not charge you for it other than any Hard Costs we have reasonably incurred), or to substitute a reasonably equivalent item.

6. Equipment

- 6.1. Equipment is provided on a hire basis only and remains our property at all times. You agree that :
- a) you will not move or interfere with any Equipment;
 - b) Equipment must be available for our collection during the pack down or strike time specified in the Quotation or additional Charges will be payable; and
 - c) you are responsible for any theft, loss or damage to any Equipment (**Loss**) caused by you or any of your servants, agents, contractors or invitees and you must reimburse us on our written demand for any such Loss.
- 6.2. If any of our Equipment is at any time in the possession or control of you or anyone on your behalf, because you have hired it to operate yourself or for another reason then in addition to your other obligations:
- a) you are responsible for any Loss to any Equipment which occurs during any such time except to the extent the Loss is caused by us;
 - b) you must provide adequate security for the Equipment and must not take it to any location not agreed to by us in writing;
 - c) you must report any shortage, malfunction or Loss in the Equipment to us immediately you become aware of it;
 - d) you must return the Equipment to us in the same condition as when delivered by us, excluding reasonable wear and tear, and you must not attempt to repair or allow anyone else to attempt to repair it;
 - e) you must only use the Equipment for the purposes for which it was supplied and only permit use by properly skilled and if applicable, licensed persons; and
 - f) if you do not return Equipment to us on time, then additional Charges

are payable by you at our standard rates until it is returned.

- 6.3. You must provide all reasonable assistance to enable us to provide the Services or retrieve Equipment.

7. Intellectual Property

- 7.1. You must obtain all required licences and consents for your event including to use or reproduce at your event anything containing a third party's intellectual property including any copyright, design, trade mark, or rights in or to play music or film (all called **IP**).
- 7.2. All IP provided by or for us in connection with your event (excluding IP you provide and IP which you generate at your event) will remain our IP, is for single use only for your event, and cannot be used by you for any other event or any other purpose, nor copied or modified by you in anyway.
- 7.3. You agree we may use any material we create or provide for your event, including but not limited to photos and videos of your event, (**Materials**) for our promotional purposes including as examples of our work and in any brochure, manual, report, website or other media. We will not use your name, logo, or any of your IP without your consent.

8. Liability

- 8.1. We are not responsible for any failure, default or delay caused by you or anyone providing anything for you, or by reason of any matter outside of our reasonable control including any strike, lock out or industrial dispute (other than by our personnel), any Government order, regulation or decree, any act of terrorism, sabotage, civil unrest, or any natural or environmental cause including any virus, pandemic, flood, fire, storm or tempest.
- 8.2. To the extent permitted by applicable law, we exclude any liability for any indirect or consequential loss or damage, including loss of profit, revenue or data.
- 8.3. We may immediately suspend any Services if we reasonably believe that you have materially breached these Terms, or if your plans breach our policies for safe work practices, until such breach is remedied and if you do not remedy the breach in time for us to provide the Services, the Cancellation provisions of these Terms will apply as if you had cancelled the Services.

9. Privacy

- 9.1. You hereby consent and undertake to procure the consent of your personnel and any of your guests who will make use of the Services to our collection, use, processing and disclosure of any of your or their personal information for the purposes of enabling us to consider your requests and communicate with you or your guests, manage your account, obtain payment, provide the Services, protect our interests in Equipment and as notified in our privacy policy on our website at www.encore-asia.com/privacy-policy-encore. In procuring the consent of your personnel and guests under this clause, you must expressly inform them of your disclosure of their personal data to us for these purposes.

10. VAT

- 10.1. All sums are exclusive of any kind of Value Added Tax (**VAT**) which might apply (if any) unless specified otherwise in the Quotation and the amount of any VAT payable in relation to any supply to you is payable by you in addition to all other sums payable.

11. General

- 11.1. These Terms are governed by and must be construed in accordance with the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the Courts of Hong Kong in relation to any matter concerning the Services.
- 11.2. All terms, conditions, warranties and guarantees implied or imposed by law in relation to the Services or these Terms, are excluded to the extent permitted by applicable law.
- 11.3. These Terms are subject to any applicable law which cannot lawfully be excluded and if any of these Terms is or becomes wholly or partly void, invalid or contrary to law (**Invalid**), then that term will to the extent it is Invalid be severed without affecting the validity of any other parts.
- 11.4. In the interpretation of these Terms, "including" and "includes" are not words of limitation, headings do not affect interpretation, and the singular includes the plural and vice versa.

12. Additional Terms for Digital Services

- 12.1. This additional clause 12 also applies to any Services comprising any webcasting, live streaming, website hosting or development, software service, social media service, augmented or virtual reality service, application or adaption for any device, content management, or any other internet based or digital service (**Digital Services**).
- 12.2. The maximum duration of any Digital Services is the duration of your event unless a longer time is specified in the Quotation.
- 12.3. Content and Access:
- a) You must provide all video, audio, data and other material (including any html, image or text file) which you wish to be digitally transferred via any Digital Services (**Content**) by the times and in the format specified by us and in usable form.
 - b) Late additions or changes to Content may not be accommodated. All care but no responsibility is taken for any uploading or handling of Content.
 - c) You are solely responsible for Content including to ensure that its distribution via any Digital Services does not infringe any person's rights or any law of any place where Content may be accessed, and you must obtain all consents and licences required to lawfully use, reproduce and distribute any Content via Digital Services.
 - d) Usernames or passwords used to limit or allow your users (**Users**) to access Content are your responsibility to employ and safeguard. We have no responsibility for unauthorised use.
 - e) You acknowledge and agree that Content and User logins may be stored on servers and transmitted across international networks outside of Hong Kong in order to provide Digital Services and that you are solely responsible to obtain any consents required including in relation to storage and transmission of personal data.
 - f) Digital Services do not include provision of a copy of any Content or any data or analytics to you except as specified in the Quotation.

12.4. You acknowledge and agree that:

- a) neither you nor any User will acquire any interest in any software, website or systems (including names and logos) we utilise to provide any Digital Services (**Systems**) and you must not modify, tamper with, reverse engineer, copy or interfere with any Systems or allow any other person to do so;
- b) Digital Services may not be accessible from all operating environments and may be subject to third party rules over which we have no control or responsibility;
- c) Users may be required to accept and comply with conditions of access notified as part of the access or log in process for Digital Services;
- d) we do not provide telecommunications carriage services or devices to access Digital Services, and even if we arrange, facilitate or test any such services we have no responsibility for the speed, reliability or failure of any telecommunications services, devices or third party sites used for provision of or access to any Digital Services; and
- e) to the extent permitted by applicable law, we do not guarantee that any Digital Services will (i) operate continuously or at their theoretical maximum quality or capacity, or (ii) be fault free, and we exclude any liability for any failure, interruption, fault or delay in any Digital Services to the extent that it is beyond our reasonable control.