## **HKEX Gong Tour – Terms & Conditions**

- 1. HKEX Gong Tour is hosted by Hong Kong Exchanges and Clearing Limited ('HKEX'). The campaign commences from 20 June 2025 to 3 July 2025 (both dates inclusive). By participating in the HKEX Gong Tour, an individual ("Participant") is deemed to have read, understood, and agreed to comply with these terms and conditions ('Terms and Conditions'). In case of violation of these Terms and Conditions, HKEX reserves the right to cancel an individual's eligibility to participate in the HKEX Gong Tour in its absolute discretion without prior notice.
- 2. A Participant agrees and represents that he/she is 12 years old or above to participate in the HKEX Gong Tour. Any Participant below the age of 12 years old should be under the supervision of his/her parent or a legal guardian. If any Participant does not meet the above criteria, his/her eligibility to participate in the HKEX Gong Tour will be cancelled.
- 3. If any Participant would like to have his/her official photos taken with HKEX Gong ('Official Gong Photos'), event staff from HKEX's event campaign agency can notify the Participant regarding the data processing for Official Gong Photos and seek consent from the Participant before taking photographs for him/her. Subject to obtaining the Participant's consent, each round of Official Gong Photos can be a solo or group photoshoot of the Participant(s) with HKEX Gong. The Participant's Official Gong Photos will be transferred to and stored temporarily at a designated third-party event campaign photo management platform and will be available for download from that platform via unique QR code within 24 hours. The Official Gong Photos will be automatically and permanently deleted from that platform after 24 hours. The Official Gong Photos will only be processed for the purpose of enabling the Participant to obtain his/her own official photos as part of his/her experience of the HKEX Gong Tour, and will not be used for any other purposes. If the Participant has any concerns/queries about the data processing for Official Gong Photos, he/she can raise these issues with the relevant event staff stationed at the HKEX Gong Tour or otherwise contact HKEX's Group Data Protection Office by email to <a href="mailto:DataPrivacy@hkex.com.hk">DataPrivacy@hkex.com.hk</a>.
- 4. If any Participant does not wish to have his/her photos taken via the Official Gong Photos arrangements as specified above, he/she shall promptly notify the event staff, who will then not use any official photography equipment for the Participant's photoshoot with HKEX Gong. Subject to the Participant's compliance with other relevant provisions of these Terms and Conditions and the event staff's directions on safety requirements for the HKEX Gong Tour, the Participant may use his/her own device to take his/her photos/videos with HKEX Gong instead. Event staff will not collect those photos/videos taken by the Participant's own device.
- 5. Participants are not allowed to touch HKEX exhibits and HKEX Gong in any way. If a Participant incurs any loss, damage, expense, or costs (including but not limited to legal fees) related to the artefacts or the Gong, he/she shall be solely responsible for bearing

- such losses, damages, expense or costs. HKEX shall not be liable for any claims, costs, or liabilities arising from this.
- 6. The game which includes a quiz to learn about HKEX ("Interactive Game") is designed solely for entertainment purposes. In the event of any disputes regarding factual details and correct answers to the questions in the Interactive Game, HKEX reserves the right to make the final decision. HKEX will not be held responsible for any losses or liabilities that arise from such disputes.
- 7. HKEX shall not be liable for any delays, losses, errors, or failures to identify scores during the Interactive Game caused by technical issues such as computer systems or networks. All scores, dates, and times related to the Interactive Game are determined by the computer system and subject to HKEX's final decision.
- 8. Participation in the HKEX Gong Tour is voluntary, and HKEX shall not be responsible to Participants or any other party for any disputes, liabilities, loss, damage, claim or cost arising from or caused by this campaign. If a Participant causes any third party to incur any loss, damage, expense, or costs (including but not limited to legal fees) during the HKEX Gong Tour, the Participant shall be solely responsible, and agrees to defend, indemnify and hold harmless HKEX, for any claims or demands made by such third party in respect of the losses, damages, expense, or costs incurred by him/her.
- 9. If a Participant causes any loss, damage, expense, or costs (including but not limited to legal fees) to HKEX-owned assets (including but not limited to HKEX exhibits and the Gong) during the HKEX Gong Tour, the Participant shall be solely responsible for such loss, damage, expense, or costs. Furthermore, the Participant agrees to defend, indemnify, and hold HKEX harmless from any claims or demands made by third parties in respect of such losses, damages, expense or costs incurred.
- 10. Participants agree not to reverse-engineer, modify, adapt, translate, prepare derivative works from, decompile, disassemble, sell, lease, lend, sublicense, or commercially utilise the HKEX Gong Tour and any related materials or information in any way.
- 11. HKEX reserves the right to revise or amend these Terms and Conditions, change or cancel the HKEX Gong Tour at any time. If there are any changes to these Terms and Conditions, the updated version containing such changes will be effective immediately. Your continued participation in the HKEX Gong Tour will constitute your acceptance of such changes. For any dispute arising from the HKEX Gong Tour, HKEX reserves the right of final decision and any decision made by HKEX shall be final and conclusive.
- 12. For avoidance of doubt, nothing in these Terms and Conditions will operate or otherwise be construed to restrict, exclude, waive or limit the Participant's statutory rights as data subject under applicable data protection laws.

- 13. In the event of discrepancies or inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
- 14. These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region and the Hong Kong courts shall have exclusive jurisdiction if any dispute arises.