

Knowledge of Design Week (KODW) 2021 Terms of Use

1. DEFINITIONS

“HKDC” and “we” as used herein refer to Hong Kong Design Centre Limited. HKDC operates and administers the website “www.kodw.bodw.com” (the “Website”) through which certain services are delivered (the “Services”).

“You” and “User” as used herein refer to all individuals and/or entities accessing the Services for any reason or any purpose.

“Contents” is used herein to refer to all or any of, as the case may be, information, data, content, analysis, news, reports, programmes, photographs, pictures, graphics, video, audio, software and other materials and services, communications, transmissions and other items, tangible or intangible.

2. ACCEPTANCE OF TERMS AND CONDITIONS

HKDC provides the Services to you, subject to the following Terms of Use which we may, in our sole discretion and at any time, without prior notice to you amend from time to time.

You accept and agree to be bound by the Terms of Use upon your using any Services or otherwise accessing the Websites or using any information found therein. If you do not accept the Terms of Use, you may not and should not access the Websites or use the services or information provided thereunder. If you have any questions about the Terms of Use, or about accessing and using the Websites, please contact us at kodw@hkdesigncentre.org.

3. THE SERVICE

All Services are subject to the Terms of Use and HKDC assumes no responsibility for the timeliness, deletion, mis-delivery or failure of the provision of any Services.

HKDC shall not be liable for any failure of any Services in whole or in part or for your inability to gain access in whole or in part to such Services due to the delay or failure of any communication networks or any party providing such access.

4. REGISTRATION

4.1 You may be required to complete in our registration or application forms before certain Services become available to you. In filling in those forms, you undertake to:

- a) provide true, accurate, current and complete personal information about yourself/your company;
- b) provide true, accurate, current and complete information about any Contents you posted or provided by you on the Websites; and

- c) inform us immediately of any changes to the information in paragraphs (a) and (b) above as required.

4.2 HKDC may suspend or terminate your membership or refuse access by you to the websites without prior notice if we suspend any information or any Contents provided by you is not true, accurate, current and complete.

4.3 HKDC has the absolute discretion to refuse registration of any users and to terminate the services/membership for any reason whatsoever.

5. PASSWORDS AND ACCOUNT SECURITY

You may receive a password and/or user name upon completing our on-line registration form.

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. In this regard, you agree that you will be solely responsible to HKDC for all activities that occur under your account. If you become aware of any unauthorized use of your password or your account, you agree to notify HKDC immediately at kodw@hkdesigncentre.org.

6. HKDC PRIVACY POLICY

For details of our Privacy Policy Statement, please visit <http://www.hkdesigncentre.org/en/privacy-policy/>

7. USER CONDUCT

7.1 By your conduct in using any Services or otherwise accessing the Websites or using any information found therein, you undertake not to use the Services in the following manners:

- a) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorized by us;
- b) restrict or inhibit any other user from using and enjoying the Websites;
- c) post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable Information of any kind, including without limitation any transmissions constituting or encouraging conduct that may constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law;
- d) post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;

- e) post or transmit any Information or software which contains any virus, trojan horse, worm or other harmful component;
- f) post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Websites for commercial purposes; or
- g) upload, post, publish, transmit, reproduce, or distribute in any way, Information obtained through the Websites which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without the prior written permission of the copyright owner or right-holder.

8. THIRD PARTY INFORMATION

The Contents on the Websites contain information provided by our service providers registered with us for the purpose of providing information on the Websites ("Service Providers"). Such information provided by the Service Providers is, in no circumstances, considered to be recommendation or endorsement by HKDC for any purpose with respect to any person, product or service.

HKDC is not responsible if any such Information is not true, accurate, current or complete and does not verify such Information. Accordingly we do not accept any responsibility whatsoever in respect of such Information. Any use of and reliance on such Information is at your own risk.

9. PUBLIC DISCLOSURE OF INFORMATION

You agree that all information provided by you voluntarily make available in the public area are not to be regarded as being collected by HKDC.

10. INDEMNITY

10.1 You agree to indemnify and hold HKDC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees harmless from and against all claims, proceedings, damages, injuries, liabilities from:

- a) your acts or inaction in breach of these Terms of Use;
- b) your use of any Services; or
- c) the Contents, information you provide on the Websites or personally identifiable information you submit, post to or transmit through the Services.

11. NO RESALE OF SERVICES

You undertake not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

12. LINKS

12.1 The links on the Websites may take you to other external websites that are not operated by the HKDC, and you acknowledge and agree that HKDC have no responsibility for the accuracy or availability of any Information provided by linked websites.

12.2 Links to other websites do not constitute an endorsement by HKDC of such websites or the Information, products, advertising or other materials available on those websites.

13. DISCLAIMER OF WARRANTIES

13.1 You expressly understand and agree that:

- a) Your use of the services is at your own risk. To the extent permitted by law, HKDC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) HKDC makes no warranty that:
 - I) The services will meet your requirements;
 - II) The services will be uninterrupted, timely, secure, or error-free;
 - III) The results that may be obtained from the use of the services will be accurate or reliable;
 - IV) The quality of any contents or merchandise purchased or obtained by you through the services will meet your expectations; and
 - V) Any errors in any software will be corrected.

13.2 Any contents downloaded or otherwise obtained through the use of the services are obtained at your own discretion and risk and that you will be solely responsible for any damage to your computer system and/or mobile telecommunication devices or loss of data that results from the download of any such contents.

13.3 No advice or information, whether oral or written, obtained by you from HKDC or through or from the services shall create any warranty not expressly stated in the Terms of use.

14. LIMITATION OF LIABILITY

14.1 You expressly understand and agree that, to the extent permitted by law, HKDC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:

- a) The use or the inability to use the services;
- b) The cost of procurement of substitute goods and services resulting from any contents, other information or services purchased or obtained or messages received or transactions entered into through or from the services;
- c) Unauthorized access to or alteration of your transmissions or personally identifiable information;

- d) Statements or conduct of any third party in connection with any services; or
- e) Any other matter relating to the services.

14.2 HKDC's liability, if it is so held liable despite the provisions herein, to the user in relation to the services shall be limited to the amount of the relevant transaction or the direct damages sustained, whichever is less.

15. COPYRIGHT AND TRADE MARK POLICIES

15.1 All intellectual property rights subsisting in respect of the Websites belong to HKDC or have been lawfully licensed to HKDC for use on the Website. All rights under applicable laws are hereby reserved.

15.2 You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us ("Feedback") in connection with the Website and/or Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

15.3 For details of HKDC Copyright Policy, please visit <https://www.hkdesigncentre.org/en/copyright-policy/>

16. MISCELLANEOUS

Failure of HKDC at any time to enforce any provision of the Terms of Use or to require performance by you or any third parties of any provision hereof shall in no way affect the validity of the Terms of Use or any part hereof or the right of HKDC thereafter to enforce its rights hereunder; nor shall it be taken to constitute a waiver of that default or any other or subsequent default or breach by you or such third parties.

17. GOVERNING LAW

The Terms of Use shall for all purposes be governed by and construed in accordance with the laws of Hong Kong and you agree irrevocably to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

18. SEVERABILITY

If any provision of these Terms of Use, or the application thereof to any person or circumstance should, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.