



HONG KONG  
TOURISM BOARD

## Hong Kong Great November Feast Birthday Wine Programme Reply Form

*Invitations are open only to HKTB - registered Tourism Services Providers – Hotels & Resorts / Hotel  
Corporate Representatives / Attractions*

Please complete and return this form to Kristy Leong ([kristy.leong@hktb.com](mailto:kristy.leong@hktb.com))  
by 9 September 2016 (Friday).

Respondent	_____	Title	_____
Company	_____		
Tel	_____	Email	_____

### Terms and Conditions

1. HKTB's decision on accepting or rejecting any application is final.
2. Merchant shall honour the below selected offer to bona fide visitors aged 18 or above from 1- 30 November 2016 regardless of the method of payment unless otherwise agreed with HKTB.
3. For consistency purpose, HKTB's decision on the design and layout of marketing materials will be final.
4. Acceptance of merchant's application does not represent HKTB's endorsement of merchant or their products or services. Merchants shall ensure delivery of quality of goods and services diligently up to professional and ethical business standards generally accepted in the industry and in good faith with proper warranty where appropriate. Merchant shall be co-operative with HKTB in settling any consumer complaints. Merchant shall settle any dispute with their customers in a reasonable manner and in alignment with good ethical business standard taking into account HKTB's comment. HKTB disclaims any liability attributable to any dispute or claims between the merchant and its customers. Merchant shall indemnify HKTB against any loss, damages, claims, costs and expenses incurred due to or arising from the consumer's claims or the merchant's breach of these terms and conditions.
5. Merchant warrants that it is duly registered, incorporated or otherwise validly existing under the laws of Hong Kong and holds all necessary and valid licenses and permits for the operation of its business.
6. Merchant further warrants that there have not been any complaints made against the merchant within the period of 12 months before the date hereof. Merchant shall inform HKTB of any complaints received subsequent to this application. HKTB reserves the right to delist the merchants subject to consumers' complaints from the Hong Kong Great November Feast (1 – 30 November 2016) without any liability for compensation.
7. Merchant shall ensure that prices for all food and beverages, service charges and other charges for tea, condiments and non-ordered snacks are clearly listed on menu.
8. Merchant shall provide buyers/customers with proper sales receipts containing sufficient particulars in (if any), detailed description, quantity and price of the goods / dishes, and the name, address and telephone number of the merchant.
9. Merchant shall ensure that their staff possesses the necessary language and other technical skill (with proper training and license if appropriate) for the quality delivery of goods and services.
10. Merchant undertakes to provide HKTB with all information and documents in relation to this application as and when required by HKTB, failing which this application may be rejected or the merchant's name may be delisted at any time.
11. Merchant understands that its name will be automatically delisted without any compensation if it is found that any of the information in this declaration is or at any time becomes untrue or inaccurate, or the merchant is in breach of these terms and conditions.



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12. Any merchant wishing to withdraw from the Hong Kong Great November Feast (1 – 30 November 2016) and give up its right under the programme(s) must notify HKTB in writing at least 30 working days in advance.
13. Merchant undertakes to comply with these terms and conditions and the rules and regulations and guidelines set by HKTB in relation to any promotional activities of the Hong Kong Great November Feast without any liabilities to compensate the merchant and forfeit any entitlement of the merchant to any benefits under the Hong Kong Great November Feast programme(s).
14. HKTB reserves the right to vary or extend or delay the promotional period of the Hong Kong Great November Feast or cancel the Hong Kong Great November Feast programme(s). No compensation will be made, nor will HKTB be liable to the merchant for any loss or damage whatsoever, if the Hong Kong Great November Feast is cancelled or postponed.
15. Upon the termination or withdrawal of the status as participant of Hong Kong Great November Feast for any reason or completion or termination of the Hong Kong Great November Feast, the merchant shall immediately return to HKTB, or otherwise dispose of, or destroy, all Hong Kong Great November Feast promotional materials received from HKTB.
16. All intellectual property rights associated with the Hong Kong Great November Feast including the event logotype belongs to HKTB absolutely and exclusively. Merchant must submit its artwork and design having reference to Hong Kong Great November Feast or HKTB's proprietary materials (such as Hong Kong Great November Feast logotype) for HKTB's prior written approval. Permission, if granted by HKTB, is restricted to use for the benefit and interest of Hong Kong Great November Feast only. Merchant must not claim any right to use, print, publicise or picture the name, logo, trademark, people, products, shops, buildings or any works of art of the merchant (and its outlets) for the purpose of the promotion of the Hong Kong Great November Feast in such media and manner as HKTB may think fit.
17. Neither party shall be liable to the other party (whether by way of indemnity or contribution or otherwise) for any claim whatsoever arising from or in connection with the Hong Kong Great November Feast whether for property damage, personal injury or death or of any other nature unless the same is caused by the willful default or gross negligence of the party.
18. Both parties shall use reasonable endeavors to ensure the fulfillment of the benefits and offers under the Hong Kong Great November Feast. However, neither party shall be responsible or liable for any loss or damage should any benefits or offers not become available due to the default of third parties or for reasons beyond their reasonable control.

### Declaration

- We would like to offer a complimentary bottle of wine to visitors whose birthday is in November with a spending of HK\$500 or above per table during campaign period of 1 – 30 November and agree to all terms and conditions listed in this reply form.
- The information submitted to HKTB is true and correct and we agree that such information can be used by HKTB or, where applicable, transferred between HKTB and its worldwide offices or its partners for research, processing, data storage and marketing and promotional purposes.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Email \_\_\_\_\_