

Terms and Conditions in Participating Bupa HealthFest

A. General Information

1. Bupa HealthFest (the “Service”) is an event organized by Bupa (Asia) Limited (“Bupa”) in corporation with certain third party service providers (“Service Providers”) in the provision of online classes using third party platform Zoom (“Apps”). These terms and conditions, together with any documents they expressly incorporated by reference (collectively, these “Terms and Conditions”), govern your access and use of the Service.

B. Acceptance of Terms and Conditions

2. By submitting your details in the registration form (via our appointed third party service provider) and/or joining the Service using the links provided by Timable, you agree that you have read the information below and you agree to use the Service subject to these Terms and Conditions. These Terms and Conditions are executed and delivered as a deed and take effect on the date the registration form is submitted.
3. We reserve the right to amend these Terms and Conditions at any time by posting an updated version on Bupa and Timable’s websites. Your use of the Service following such amendments constitutes your acceptance of the Terms and Conditions as amended.

C. Terms of Use of Service

4. When you participate in the Service, you must:
 - (i) be aged 18 or above unless being accompanied by an adult or guardian aged 18 or above;
 - (ii) it is important that you are comfortable during the Service and that all activities are appropriate for you. If you have any health or other condition which may affect your participation in the Service, you must tell the facilitator before you begin;
 - (iii) if the facilitator asks for specific information about your health or other matters that may affect your participation, you must answer truthfully. If you experience any adverse changes while participating in the Service (for example, if you feel unwell, have any pain or discomfort, or experience shortness of breath or dizziness) you must inform the facilitator immediately; and
 - (iv) understand that the Service involves you doing physical activity, exercise and/or use of equipment and may occur outdoors in an uncontrolled setting. You acknowledge that there are inherent risks associated with the Services, including (but not limited to) injury, strain, serious disability or death and declare that you voluntarily accept this risk.

D. Technical Requirements

5. The Service is delivered via the Apps which can only be accessed using the internet, data networks and devices which can access the internet (“Infrastructure”). The use of Apps is subject to the terms and conditions set out by the Apps provider and you must accept such terms to access the Service. Bupa is not responsible or liable for any costs in connection with the use of Apps and the Infrastructure and you agree to bear these costs by yourself. When using the Service, you should check that you have a device that can access the internet and there is sufficient internet connection.

6. If you are using a wireless network to access the Apps, it is recommended that you should avoid using public Wi-Fi facilities and that the wireless network should be secured with WPA-2 security. It is recommended that the device that you use the Service on should be protected with password and set to lock after a short period of inactivity.
7. The Service may not be available until you have downloaded the updated or latest versions of the Apps.
8. We may suspend the Service if the Apps or Infrastructure is affected by technical or security threats to ensure they are well-functioned and secured, and a replacement Service may not be offered depending on the availability of Service Provider.
9. The transmission of information via the Apps may not be completely secure and please do not disclose any personal, sensitive or confidential information when using the Apps to access our Service, and you acknowledge any transmission as such is at your own risk.

E. Waiver

10. You acknowledge that the Service is undertaken by a Service Provider and that, where this is the case, Bupa will not be responsible for the actions or omissions of the Service Provider in providing the Service to you.
11. Bupa makes no warranties of any kind, either express or implied, by fact or law in relation to the quality or fitness of any of the Services provided by a Service Provider.
12. Bupa and its participants, agents, sub-contractors, directors and related bodies corporate ("Personnel and Affiliates") will not be responsible or liable for any injury, loss or damage ("Loss") you suffer in connection with the Service (except where liability cannot be excluded by law) and you waive all claims that you may have against Bupa, its Personnel and Affiliates in respect of any such Losses.
13. Subject to paragraphs 10 to 12 above, and to the extent permitted by law, Bupa's maximum aggregate liability arising in connection with the Service (including any liability of Bupa to you or participants, agents or representatives) whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed HKD \$2.5 million.

F. Miscellaneous

14. Should any provision of the Terms and Conditions be or become invalid, illegal or unenforceable, the relevant provision will be deemed deleted. Any deletion of a provision under this clause will not affect the validity or enforceability of the rest of the Terms and Conditions.
15. Bupa will have access to your personal information provided via our third party registration platform (Timable) to provide assistance for class registration, to conduct a survey on the Service and for distribution of promotional gift (if applicable) only.
16. In case of any discrepancy or inconsistency between the English version and the Chinese translation of these Terms and Conditions, the English version shall prevail.

If you have any questions regarding the Service and these Terms and Conditions, you may contact Bupa by at workplacehealth@bupa.com.hk. We will endeavour to respond promptly to all communications.

參與保柏健康遊樂祭的條款及細則

A. 一般資料

1. 保柏健康遊樂祭（下稱「本服務」）為保柏（亞洲）有限公司（下稱「保柏」）與若干第三方服務提供者（下稱「服務提供者」）合作舉辦之活動，並使用第三方平台 Zoom（下稱「應用程式」）提供網上課程。此條款及細則，連同任何獲明確地引用的文件（統稱為「條款及細則」）規限閣下訪問及使用本服務。

B. 條款及細則之接納

2. 當閣下提交申請表上的資料（透過我們指定的第三方服務提供者）及 / 或使用 Timable 提供的連結參與本服務，代表閣下同意已閱讀下列資料，並同意根據條款及細則使用本服務。這些條款及細則將按契約形式執行及交付，並於提交申請表當天生效。
3. 我們保留修改此條款及細則的權利，有關更新版本將隨時透過保柏及 Timable 的網站發佈。閣下於有關修改後繼續使用本服務，代表閣下接納經修訂的條款及細則。

C. 服務使用條款

4. 當閣下參與本服務，閣下必須：
 - (i) 年滿 18 歲或以上，除非由一名 18 歲或以上的成人或監護人陪同；
 - (ii) 閣下在參與本服務期間是否感到舒適，以及參與的活動是否適合，對我們來說都是十分重要的。如閣下有任何健康或其他情況而影響閣下參與本服務，請務必在開始接受服務前告知協調員；
 - (iii) 如協調員查詢更多有關閣下健康的特定資訊或其他可能影響閣下參與本服務的問題，請務必誠實回答。如閣下在參與本服務期間有任何不良的變化（例如閣下感到不適、痛楚或不舒服；或感到呼吸急促或眩暈），閣下必須立刻告知協調員；及
 - (iv) 閣下明白本服務涉及進行體力活動、運動及 / 或使用儀器，以及可能在戶外不受控制的環境下進行，閣下承認本服務涉及固有風險，包括（但不限於）受傷、扭傷、嚴重殘障或死亡，並聲明自願接受此等風險。

D. 技術性要求

5. 本服務是通過只能連接互聯網、數據網絡和可以連接互聯網的設備（「基礎架構」）的應用程式提供。應用程式的使用受應用程式供應商所設定的條款及細則約束，閣下必須接受有關條款才能使用本服務。對於使用應用程式和基礎架構有關的任何費用，保柏不承擔任何責任，閣下並同意自行承擔這些費用。使用本服務時，閣下應檢查是否具有可以連接互聯網的設備，及互聯網連接是否穩定。

6. 如果閣下使用無線網絡連接應用程式，建議閣下避免使用公共 Wi-Fi 設施，並且應使用 WPA-2 安全性保護無線網絡。建議使用本服務的設備受密碼保護，並設置為在短暫的不活動後鎖定。
7. 在閣下下載應用程式的更新或最新版本之前，本服務可能不可使用。
8. 如果應用程式或基礎架構受到技術或安全性威脅的影響，我們可能會暫停本服務，以確保其正常運行並受到保護，並且視乎服務提供者供可用性而定，可能不會提供替代服務。
9. 通過應用程式傳輸的信息可能並不完全安全，在使用應用程式使用我們的服務時，請不要洩露任何個人、敏感或機密信息，並且閣下承認任何此類傳輸的風險均由閣下自己承擔。

E. 免責聲明

10. 閣下承認本服務由服務提供者所提供，在此情況下，對於向閣下提供服務的服務提供者的行為或疏忽，保柏概不負責。
11. 對於有關服務提供者提供的任何服務的質素或適用性，保柏不作任何事實或法律的明示或暗示的保證。
12. 對於閣下因使用本服務而遭受的任何傷害，損失或損害（「損失」），保柏及其參與者、代理商、分包商，董事和相關法人團體（「人員和關聯公司」）概不負責（除非法律未能免除責任），閣下亦放棄就任何此類損失向保柏、其員工和關聯公司提出的所有索賠要求。
13. 根據上述第 10 至 12 段的規定，並在法律允許的範圍內，無論是合同、侵權（包括疏忽），保柏與本服務相關的最大累積責任總額（包括保柏對閣下或參與者、代理人或代表的任何責任），在任何情況下均不得超過港幣 250 萬元。

F. 其他

14. 如果本條款及細則的任何條款無效或變為無效、非法或不可執行，則相關條款將被視為已刪除。根據本條款及細則對條款的任何刪除，均不會影響其餘條款及細則的有效性或可執行性。
15. 保柏可以通過我們的第三方註冊平台（Timable）取得閣下的個人資料，以協助進行課堂註冊，並僅用於進行本服務的意見調查及派發推廣禮品（如適用）。
16. 若本條款及細則的英文版本與中文翻譯之間存在歧義或不一致，以英文版本為準。

如果您對本服務以及這些條款及細則有任何疑問，可以通過 workplacehealth@bupa.com.hk 與保柏聯繫。我們將盡力地迅速回應。