

## Terms and Conditions for Fly and Shine Tickets Giveaway Campaign

This Fly and Shine Tickets Giveaway Campaign (“**Tickets Giveaway Campaign**”) for round-trip tickets from Hong Kong is organised by Hong Kong Express Airways Limited, with its registered office at the 33rd Floor of One Pacific Place, 88 Queensway, Hong Kong (“**HK Express**”), and will be governed by these terms and conditions (“**Terms and Conditions**”). By taking part in this Tickets Giveaway Campaign, each participant fully and unconditionally agrees to and accepts these Terms and Conditions.

HK Express reserves the right to modify, add or remove any terms of these Terms and Conditions at any time. Notification of these changes will be posted on HK Express’ website and changes in these Terms and Conditions will be effective once notice of such changes has been posted. Each Participant agrees to be bound by any revision of the Terms and Conditions.

### 1. Eligibility

- A. Eligible Participants (“**Participants**”) must be a person ordinarily residing in Hong Kong who (i) hold a valid travel document; (ii) have a valid email address; and (iii) have attained the age of 12 at the time of booking.
- B. Employees of HK Express, the Airport Authority Hong Kong, and any advertising agency who are involved in the set-up and/or operation of the Ticket Giveaway Campaign are not eligible to participate in this Tickets Giveaway Campaign.
- C. Participants who have successfully won or booked tickets under the Tickets Giveaway Campaign organised by HK Express in/for the other regions are also not eligible to participate in this Tickets Giveaway Campaign.

### 2. Ticket

- A. A total of 19,597 complimentary HK Express round-trip tickets from Hong Kong to 13 destinations in Asia, with all taxes, surcharges and any other relevant fees (“**Related Fee**”) excluded will be available to Participants during the Promotion Period (as defined below) on a first-come-first-served basis (each a “**Ticket**”). All Tickets are sponsored by the Hong Kong International Airport.
- B. The destinations of the Tickets include: Tokyo (Narita & Haneda), Osaka (Kansai), Fukuoka, Nagoya (Chubu), Takamatsu, Kagoshima, Okinawa (Naha), Seoul (Incheon), Busan, Jeju, Bangkok (Suvarnabhumi) and Phuket.

### 3. Mechanism

- A. This Tickets Giveaway Campaign will be held from 10 January to 12 January 2024 (inclusive) (“**Promotion Period**”).
- B. To participate in this Tickets Giveaway Campaign, Participants are required to make their bookings on HK Express’ campaign website (“**Campaign Website**”) during the Promotion Period. Website URL will be announced at 10:00 am on 10<sup>th</sup> January, 2024.
- C. Each Participant is allowed to make one booking only during the Promotion Period in this Tickets Giveaway Campaign. HK Express reserves the right to reject any multiple bookings, which at its sole discretion, is believed to have been created by an individual trying to gain an unfair advantage in this Tickets Giveaway Campaign.

#### 4. Procedure to Participate in this Tickets Giveaway Campaign

- A. In order to participate in this Tickets Giveaway Campaign, Participants must complete the following steps:
- (a) Visit the Campaign Website during the Promotion Period.
  - (b) Fill in the Tickets Giveaway Campaign booking page:
    - (i) Please check the relevant boxes to agree to enter this Tickets Giveaway Campaign and accept these Terms and Conditions.
    - (ii) Each Participant must provide ALL information required (including but not limited to their names on their travel documents and email addresses).
  - (c) Upon each successful booking, a passenger name record (PNR) number will be automatically generated and the successful Participant shall receive a confirmation email from HK Express.
- B. Participants shall enter their complete personal particulars accurately. By taking part in this Tickets Giveaway Campaign, each Participant hereby warrants that all information submitted is true, accurate and complete. HK Express reserves the right to revoke a Ticket given to a successful Participant if any submitted information is not true, accurate and complete.
- C. Each booking is entitled to one free round-trip Ticket only.
- D. Once a Ticket is booked successfully, the Participant will not be allowed to change or amend any registration information including their names and email addresses.
- E. Each Ticket is only valid for the Participant to whom it is registered under, and for one-time usage only. All Tickets are non-refundable, non-transferable and non-exchangeable.
- F. Participants are liable for the Related Fee.
- G. Participants who fail to show up for their flights will be treated as forfeiting their Tickets and rebooking will not be allowed.
- H. Tickets are only bookable for the dates available as shown on the booking page. Each Participant must decide the flight destinations and dates of their Tickets at the time of booking. Blackout period applies.
- I. Only F Class Tickets are bookable under this Tickets Giveaway Campaign and are subject to blackout or embargo periods and seat availability. Different flights may have different number of F Class Tickets available for booking. There may be circumstances when F Class Tickets may be fully booked for one flight while tickets for other fare classes are still available.
- J. Except in the case of no-show as specified above, Participants can change the travel dates of their flights booked, subject to seat availability and payment of a rebooking fee of HKD580 per segment, per person. An additional payment due to fare difference (including tax and surcharges) may apply. There will not be any refunds for lower fares. Changes must be made 48 hours before the scheduled flight. Rebooking shall be made via the Manage My Booking page on HK Express' website (<https://booking.hkexpress.com/en-us/manage/login>). Details of our fare rules can be found at: (<https://www.hkexpress.com/en-hk/plan/our-fares/fare-rules/>) which is subject to these Terms and

Conditions.

- K. HK Express will not accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to entries, or entries lost or delayed, whether or not arising during operation or transmission, as a result of server functions, viruses, bugs or other causes outside its control.

## **5. Liability**

- A. During or in connection with this Tickets Giveaway Campaign, if any registered data or winning notifications are lost, inaccurate, unidentifiable or damaged, HK Express shall not have any legal liability in respect of any Participant's disqualification or failure to win a Ticket.
- B. Neither HK Express nor any of its directors, employees, agents or suppliers shall accept any responsibility for any damage, loss, injury or disappointment suffered by any Participant or any other persons taking part in this Tickets Giveaway Campaign or as a result of accepting any Ticket. HK Express is not responsible for any event of force majeure; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers or computer equipment; any software failure of any email system or any entry failing to be received due to technical problems or traffic congestion on the Internet, telephone lines or on any website; or any combination thereof, including any injury or damage to the Participant's or any other person's computer related to or resulting from participating in this Tickets Giveaway Campaign or downloading any materials from the Campaign Website.
- C. By participating in this Tickets Giveaway Campaign, each Participant agrees that no claim shall be asserted against HK Express, its directors, officers, employees or agents relating to any and all losses or injuries (including special, indirect and consequential losses), damages, rights, claims and actions of any kind resulting from acceptance or use of any Ticket, including, without limitation, personal injuries, death and property damage.

## **6. Ownership of content related to the Participants**

- A. All media content created in relation to the Participants will be the property of HK Express. Content created related to the Participants will be used by HK Express on social media and otherwise at the discretion of HK Express for the purposes of promoting HK Express and/or this Tickets Giveaway Campaign. Each Participant hereby agrees to allow HK Express to use his/her photo and relevant footage for printed collateral, online, and across other marketing and communications mediums, at HK Express' sole discretion and at no cost, for the benefit of HK Express. By participating in this Tickets Giveaway Campaign, and upon any submission of any information or materials including (but not limited to) data, text, photographs, likeness, messages or user details, or any other material, each Participant grants to HK Express a non-exclusive, free of charge, perpetual, worldwide, irrevocable, and fully sub-licensable right to use, reproduce, copy, modify, adapt, communicate to the public, make available, publish, translate, create derivative works of, distribute, and display the same, and with waiver of all moral rights to the extent permitted by applicable laws.
- B. HK Express may require the Participants to take part in reasonable public relations activities and promotional events promoting HK Express' products.

## **7. Use of Personal Data**

For the purposes of this Tickets Giveaway Campaign, HK Express will collect various personal data from the Participants. Failure to provide personal data as requested will result in HK Express being unable to process or giveaway any applicable Tickets. We may also use personal data to analyse the

Participants' preferences and market trends and derive insights, which we may use to tailor the types of products and offers that we present, in accordance with the Personal Data (Privacy) Ordinance of Hong Kong and any applicable data privacy laws. Certain personal data collected during registration may be disclosed or transferred to the Hong Kong International Airport for auditing purpose. Participants' personal information will only be used for promotional purposes with their consent, subject to HK Express' Privacy Policy and these Terms and Conditions. Personal data will be kept for no longer than is necessary for the purposes for which it is being processed. Each Participant confirms that he/she has read and fully understands the Privacy Policy of HK Express and consents to HK Express' use (including any transfer) of their personal data for the purposes for which it is being processed. For HK Express' Privacy Policy, please refer to: <https://www.hkexpress.com/en-hk/legal-and-privacy/privacy-policy/>.

## **8. General**

- A. This Tickets Giveaway Campaign and these Terms and Conditions shall be governed by the laws of Hong Kong, and the Hong Kong courts shall have exclusive jurisdiction to deal with all matters relating to this Tickets Giveaway Campaign and these Terms and Conditions.
- B. No person other than the Participants and HK Express will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- C. The invalidity, illegality or unenforceability of any sole provision in these Terms and Conditions shall not affect the remaining provisions of these Terms and Conditions, which shall persist in full effect.
- D. HK Express has the sole and absolute discretion in, according to these Terms and Conditions, determining a person's eligibility to participate in this Tickets Giveaway Campaign and/or receive the Ticket.
- E. HK Express is entitled to disqualify any Participant who breaches these Terms and Conditions.
- F. In the event of any dispute arising from or in connection with this Tickets Giveaway Campaign, the decision of HK Express shall be final and conclusive.
- G. These Terms and Conditions are written in English and may be translated into other languages. In the event of any inconsistency between the English version and a translated version, the English version shall prevail.

Last updated on 3 January, 2024