



JAZZ LOUNGE

## **Terms and Conditions**

*Each member and/or user of the BB JAZZ LOUNGE acknowledges that he/she is at least 18 years of age, has read, understood and agreed:*

- a) *all the terms and conditions contained herein; and*
- b) *our Confidentiality and Data Protection Policy (available on [www.bbjazzlounge.com](http://www.bbjazzlounge.com)) which is incorporated by reference herein.*

*Each member and/or user of the BB JAZZ LOUNGE acknowledges the documents listed above may at any time be amended, modified or supplemented and agrees that continued participation in the membership constitutes an acceptance of such amendment, modification, or supplementation.*

### **1. Definitions**

**1.1** The following words shall have the meanings assigned to them as detailed below:

**“BB JAZZ LOUNGE”, “Company”, “us” or “we”** means the legal entity TOP MASTER CONCEPT LIMITED (**“Company”**), being the owner and operator of BB JAZZ LOUNGE at Shop A-C, 2<sup>nd</sup> Floor, Ho Lee Commercial Building, 38-44 D’Aguilar Street, Central Hong Kong;

**“Member(s)”** and **“you”** means any person who has a valid membership or supplemental membership, or, in the event that membership requirements are dispensed with, means any customer; user or any person purchasing tickets, or otherwise making reservations in respect of the BB JAZZ LOUNGE; and

**“Reasonable Control”** means without limitation, (i) acts of God, including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; (ii) force majeure including war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commons; and (iii) power failure and failure of sound or lighting equipment.

### **2. Terms and Conditions**

**2.1** These terms and conditions governs the membership and use of the BB JAZZ LOUNGE and the sale of tickets, reservations and bookings. Benefits of membership and all ticketing and reservation services are subject to these terms and conditions and any updates or addendums hereto made by the Company by whatever means.

### **3. Eligibility for Membership and Use**

**3.1** The BB JAZZ LOUNGE membership is open to all individuals, chosen at the absolute discretion of the Company who are aged 18 or above.

**3.2** Members may bring guests into the BB JAZZ LOUNGE at the absolute discretion of the management, who’s decision shall be final and binding. We reserve the right to refuse and all entry and no reason need be given.

### **4. Types of Memberships**

**4.1** The following types of memberships to the BB JAZZ LOUNGE are offered by us:

- i. **Invitation Card:** The issue of an **Invitation Card** bestows upon the intended recipient a **Temporary Membership** to the BB JAZZ LOUNGE for **one night only** on a standard day when no special artists are performing. This card must be surrendered upon entry.

- ii. **1 year Membership:** This is a temporary membership for a period of 1 year only providing access to the BB JAZZ LOUNGE for that 1 year period only. The member must relinquish his or her card to us on the anniversary of one year.
- iii. **Full Membership:** This membership is a permanent membership providing access to the BB JAZZ LOUNGE at any time during opening hours until such membership is terminated by you or us for any reason.

## **5. Enrollment**

5.1 Any individual may apply to become a member of the BB JAZZ LOUNGE, however, such application is subject to approval by the Company, whose decision shall be final and absolutely unfettered. No reasons will be given for refusing application. Any application submitted without the provision of all required information and personal data, or any application submitted with false or inaccurate information or personal data, shall not be approved and/or if membership has been granted, such membership shall be deemed terminated.

## **6. Membership and Benefits**

6.1 The BB JAZZ LOUNGE membership is acquired and held on an individual basis only. All benefits of the BB JAZZ LOUNGE are subject to availability and may be changed at any time without notice. All membership rights and privileges may be withdrawn or withheld at any stage without notice.

## **7. Membership Cards**

7.1 Members of the BB JAZZ LOUNGE shall be provided with a membership card.

7.2 The issue of a **Membership Card** bestows upon the intended recipient membership to the BB JAZZ LOUNGE providing access to the BB JAZZ LOUNGE on all occasions, unless there is a special event and access is restricted or denied.

7.3 Membership cards must be presented to gain access to the BB JAZZ LOUNGE.

7.4 All membership cards are, at all times, the property of the BB JAZZ LOUNGE and are intended for use by the person to whom it is registered only.

## **8. Lost, Stolen or Damaged Membership Cards**

8.1 Lost, stolen or damaged membership cards are to be notified immediately to the BB JAZZ LOUNGE office from which the card was issued. We shall provide a replacement card at a charge of HK\$100.

## **9. Transfer**

9.1 Membership is non-transferable and non-redeemable; nor can the payment of the membership fee be refunded if membership is terminated for any reason.

## **10. Cancellation of Membership**

10.1 Membership of the BB JAZZ LOUNGE may be cancelled and terminated by the Company for any or no reason without notice in its absolute discretion. We shall not be liable to members for any loss or damaged caused by the termination of such membership.

## **11. Admission, Safety and Enjoyment**

11.1 We reserve the right to refuse admission and may request any member or guest to leave (taking any such appropriate action which may be reasonably necessary to enforce this right) before or during any performance if it is necessary, in its absolute unfettered discretion, to do so. In case of dispute, our decision is final. We may also conduct security searches to ensure the safety of patrons, staff and/or property.

11.2 We cannot permit any unconsumed alcohol to be brought into the premises by a member or guest.

11.3 Mobile phones, pagers and watches must be placed onto silent mode before entering the BB JAZZ LOUNGE and remain so whilst present in the BB JAZZ LOUNGE.

11.4 Children under the age of 18 are not allowed into the BB JAZZ LOUNGE.

11.5 Use of cameras, video or recording equipment is **strictly forbidden**, except where prior permission has been given.

11.6 Smoking is not permitted in the BB JAZZ LOUNGE.

## **12. Bookings and Tickets**

**12.1** Members may book tickets for shows online on the BB JAZZ LOUNGE website (if such functionality is available); by telephone; or at the door of the BB JAZZ LOUNGE. Using any one of these methods constitutes an offer by the member to purchase tickets and/or book seats and all such transactions shall be subject to these terms and conditions.

**12.2** We accept cash or credit cards for the purchase of tickets for shows. We will confirm your booking once all monies have been received. Under no circumstances will any booking be confirmed without full payment.

**12.3** The prices and availability of the tickets are specified on the BB JAZZ LOUNGE website. These details are based on information available to us at the time.

**12.4** Members are responsible for entering all details correctly for purchase of tickets online. Members represent and warrant that all details supplied by them are true and accurate. It is your responsibility to inform us promptly if any details change.

**12.5** Booking and reservation services with the BB JAZZ LOUNGE are only available to persons who are at least 18 years of age. By using these services you represent, warrant and confirm to us that you have read, understood and agree to be bound by the terms hereof and you are at least 18 years old. **If you do not agree to (or cannot comply with) any of these terms and conditions, do not tick the acceptance box and do not attempt to make any bookings or reservations.**

**12.6** We reserve the right in our sole discretion to refuse ticket purchases or to place restrictions on the number of tickets ordered for whatever reason.

**12.7** It is your responsibility to check that the tickets issued to you reflect what you wish to order. You must notify us immediately of any perceived inaccuracy. Failure to do so will result in you being deemed to confirm that the tickets reflect your desired order.

### **13. Cancellations**

**13.1** Tickets, once purchased, are non-refundable, save where a performance is cancelled or abandoned where less than half the performance has taken place due to factors beyond our Reasonable Control. In the event monies are refunded, such refunds are limited to the face value of the tickets purchased only. We will not be liable for any other amounts whatsoever, including any fees, charges, loss and/or damages.

**13.2** We reserve the right to make alterations to the advertised programme, timings, menu and prices of events without notice (except in respect of the tickets already sold).

**13.3** We reserve the right to provide alternative seats to those requested and/or reserved.

### **14. Liabilities of the BB Jazz Lounge**

**14.1** Subject to provisions herein, we will only be liable to you for direct losses arising as a result of:

**14.1.1** a breach of these terms and conditions by us; and

**14.1.2** any fraudulent statement or negligent act by us arising under or in connection with these terms and conditions.

**14.2** Our total liability hereunder shall be limited to the total face value of the tickets purchased by you.

**14.3** Nothing herein excludes or limits any liability for death or personal injury caused or contributed to by the negligent or deliberate acts of us.

**14.4** We will not be liable for any losses or damage incurred or suffered by you in connection with your use of the BB JAZZ LOUNGE website, for any delay in using or your inability to use the website, to obtain information or tickets therefrom or for any material posted to the website by us or by users of the website.

### **15. Personal Data**

**15.1** Our Confidentiality and Data Protection Policy can be found on our website at [www.bbjazzlounge.com](http://www.bbjazzlounge.com) and the terms therein are incorporated into these Terms and Conditions.

### **16. Modification**

**16.1** The mode of operation, composition, contents and general administration of the BB JAZZ LOUNGE may be changed at any time, for any reason and without the members being notified.

## **17. Termination of the BB JAZZ LOUNGE**

**17.1** The BB JAZZ LOUNGE and its membership may be terminated at any time without any notice to members.

## **18. Change of Ownership**

**18.1** We may at any time transfer the ownership and/or operation of the BB JAZZ LOUNGE to any persons without notifying all members individually. In the course of such transfer and for the purpose of ensuring a smooth transition, your personal data retained with us will be subject to the administration of the new owner and/or operator.

## **19. No Liability Arising from Third Parties Products or Services**

**19.1** Products and/or services supplied by third parties on the BB JAZZ LOUNGE premises are used or consumed at the members' own risk and we shall not be liable for any personal injury or property damage suffered thereby.

## **20. No Warranties or Representations**

**20.1** We make no warranties or representations, either expressed or implied with respect to type, quality or fitness of goods or services provided by or through or on the premises of the BB JAZZ LOUNGE.

## **21. Not Responsible for Acts, Errors, or Omissions**

**21.1** We are not responsible for:

- (a) any loss or misdirection of, or delay in receiving, any membership application or correspondence;
- (b) any acts or omissions of third parties; or
- (c) any errors published in relation to the description of membership benefits.

## **22. Interpretation**

**22.1** The interpretations of these terms and conditions and all other terms and conditions applicable to the BB JAZZ LOUNGE shall be at the Company's sole discretion and decisions which will be final, binding and conclusive.

## **23. Waiver**

**23.1** A waiver of a breach of any term hereof will not constitute a waiver of breach of other terms or a waiver of any prior or subsequent breach of the same term. Under no circumstances will there be any waiver by us unless such waiver is expressed in writing by us and signed by an authorized signatory.

## **24. Limitation of Liability**

**24.1** We shall not in any way be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential loss or damage or expense of any kind, whether based on contract, tort or otherwise which arise out of or are in any way connected with the BB JAZZ LOUNGE, and whether such loss, damage or expense is caused by negligence or otherwise, and whether we have any control over the circumstances giving rise to the claim or not. Notwithstanding the foregoing, nothing herein shall exclude liability for death or personal injury caused by our negligence. All terms expressed or implied by statute or otherwise are hereby excluded to the fullest extent permitted by law.

## **25. Indemnity**

**25.1** The member agrees to defend and indemnify us or any entity associated with us, our directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of the BB JAZZ LOUNGE by the member or any guests thereof or any person present in the BB JAZZ LOUNGE at the behest of the member, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified party. The member also agrees to indemnify and hold us harmless from and against any and all claims, losses, demands, causes of action and judgments (including legal fees and costs) arising from or concerning any breach by the member of any contract associated herewith and/or the Privacy Policy and/or these terms and conditions and you, the member, agree to reimburse us on demand for any losses, costs or expenses we incur as a result thereof.

**26. Third Party Rights**

**26.1** No other party has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce these terms and conditions and all other terms and conditions applicable to the BB JAZZ LOUNGE and/or to enjoy any benefit under these terms and conditions and all other terms and conditions applicable to the BB JAZZ LOUNGE.

**27. Disputes**

**27.1** Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

**28. Governing Law**

**28.1** These terms and conditions and all other terms and conditions applicable to the BB JAZZ LOUNGE shall be governed by the laws of the Hong Kong Special Administrative Region (“HKSAR”).

Last updated: 25.01.2018