

## **“Chill Fun Trainival” - MTR Mobile Badge Terms and Conditions** **「Chill Fun 鐵路樂園」 - MTR Mobile 徽章條款與細則**

- The MTR badge collection activity (the “Activity”) is organised by MTR Corporation Limited (“MTR” or “we”) and will take place from 25 September 2024 to 29 September 2024. Your registration for participation and/or continued participation in the Activity constitutes your agreement to comply with and be bound by the terms and conditions below.

徽章收集活動(「活動」)由香港鐵路有限公司(「港鐵」或「我們」)將於2024年9月25日至2024年9月29日舉辦。閣下的登記、參與及/或持續參與本活動即代表閣下同意並遵守以下條款與細則。

- The Activity is applicable to registered users of MTR Mobile.  
此活動適用於 MTR Mobile 登記用戶。
- To participate in the Activity, eligible MTR Mobile registered users are required to download the latest version of MTR Mobile, have a valid MTR Mobile registered account and log in to their MTR Mobile account.  
合資格 MTR Mobile 登記用戶必須安裝最新版本的 MTR Mobile，擁有有效的 MTR Mobile 登記帳戶，並登入到 MTR Mobile 帳戶以參與活動。
- Eligible registered users must visit the “Chill Fun Trainival” (“carnival”), enable the “Location service” of their mobile device at the carnival area and allow MTR Mobile to access their location to participate in the Activity. By scanning the QR code on the designated poster at the “Chill Fun Trainival” venue, an MTR Mobile registered user is allowed to collect the corresponding badge.  
合資格 MTR Mobile 登記用戶需親身前往「Chill Fun 鐵路樂園」(「嘉年華」)，在嘉年華場地啟動流動裝置的「定位服務」功能，並允許 MTR Mobile 取用你的位置參與收集徽章的任務。登記用戶便可掃描位於嘉年華場地內指定海報上專屬的紀念徽章二維碼，以收集相對應的徽章。
- Whether an MTR Mobile registered user can join and complete the Activity is subject to the device model used and network performance. MTR will not guarantee the smooth operation of the application, and will not bear any legal responsibility for any offers that are lost, delayed, not received or not redeemed due to any issues relating to system updates/maintenance, device model, network, technology, hacking, and/or any other uncontrollable events.  
登記用戶能否參與及完成此收集徽章活動，取決於所用的流動裝置型號及網絡性能。港鐵公司不擔保本程式可以順利運作。如因系統更新或維修、流動裝置型號、網絡、技術、駭客活動或任何不可抗力的理由，導致收集徽章的機會遺失、延遲/無法接收或無法換領，港鐵公司概不負任何法律責任。
- Badges and rewards will not be reissued under any circumstances. All records from the MTR system database are the only official and correct version.  
任何情況下，恕不補發徽章及獎賞。所有紀錄將以港鐵公司的數據和系統時間為準。

- In case of any violations of these terms and conditions, MTR reserves the right to disqualify any person from participation in the Activity, and to hold him/her accountable for any behaviour that disrupts this event.

如有違反活動之條款及細則，港鐵公司有權取消其參加活動資格，並對於任何破壞是次活動之行為保留追究權利。

- If, in MTR's opinion, a participant uses a fake account or hacks and/or modifies the software program in any way, or any person participates in or procures others to participate in the Activity by any unfair, dishonest, improper or illegal means, or any person promotes others to participate in this promotion for any benefit without the prior consent of MTR, or there is any fraud relating to or abuse of the Activity, MTR reserves the right to disqualify the relevant persons from participation and/or debit from the relevant participant's MTR Mobile account the amount of the badges under the Activity without prior notice. MTR reserves the right to take action against any persons that interfere with and/or disrupt the Activity.

如港鐵公司認為參加者以假賬戶或以任何方式入侵及/或修改電腦程式的方式或以任何不公平、不誠實、不正當或非法手段參加或促使他人參加是次活動或在未取得港鐵公司事先同意下以任何利益促使他人參加是次活動或欺詐或濫用活動，港鐵公司有權取消相關參加者的參加及/或從有關用戶之 MTR Mobile 賬戶內扣除已送出之紀念徽章，而毋須事先通知。港鐵公司對於任何干擾及/或破壞是次活動之行為保留追究權利。

- Neither MTR nor its affiliates make any representations or warranties of any kind, whether expressed or implied for or in relation to the Activity and any services or badges offered in the Activity. MTR and its affiliates disclaim all representations, warranties and/or guarantees of any nature (including but not limited to merchantability, fitness for purpose, quality, availability, correspondence to description or sample, non-infringement, title, completeness, usefulness, accuracy, reliability, care and skills for service and/or time for service performance) to the maximum extent permissible by applicable law.

港鐵或其關聯機構均不對本活動及所提供的任何服務或徽章作出任何形式的（無論是明示或暗示）陳述或保證。在最大限度的法律許可範圍內，港鐵及其關聯機構概不就任何性質的陳述、擔保及/或保證承擔責任（包括但不限於商用性、適用性、質素、可用性、與描述或樣品的對應關係、非侵權、所有權、完整性、有用性、準確性，提供服務的可靠性、關懷和技能及/或服務時間）。

- MTR accepts no liability for any direct or indirect loss or damage (including any consequential, special or exemplary damages) arising from participation in the event or relating thereto, to the maximum extent permissible by applicable law.

在最大限度的法律許可範圍內，港鐵概不就任何因為參與本活動或與其相關所引起之任何直接或間接的損失或損壞（包括任何連帶、特別或懲罰性損害）承擔責任。

- MTR reserves the right to amend these terms and conditions at its sole discretion at any time without prior notice.

港鐵公司保留可隨時自行更改本條款及細則之權利，而毋須事先通知。

- In case of any dispute, the decision of MTR on all matters pertaining to the Activity shall be final and binding.

如有任何爭議，港鐵公司擁有活動最終決定之權利。

- These terms and conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region of the People's Republic of China.

本協議受中華人民共和國香港特別行政區法律管轄，並按香港法律闡釋。

- Should there be any discrepancy between the English version and the Chinese version of the terms and conditions herein, the English version shall prevail.

如中、英文兩個版本的條款及細則有任何抵觸或歧異，應以英文版本為準。

- The Contracts (Rights of Third Parties) Ordinance shall not apply to the terms and conditions herein.

《合約（第三者權利）條例》不適用於本條款及細則。