

Terms and Conditions

I. The Programme

1. The Programme is organized and operated by Walk in Hong Kong Limited (Travel Agents License No. 353919) (“**WIHK**”)¹, details of the Programme and WIHK’s scope of Services are set out in the **Programme Guideline** (“**Guideline**”) as attached in Appendix.
2. Upon (i) payment of the Deposit in the manner as required in the Guideline and (ii) acceptance of these Terms and Conditions by submitting a duly signed copy of the *Acceptance and Acknowledgment* below by Participant, Participant agrees to be bound by these Terms and Conditions, regardless of whether his application is accepted by WIHK or not.
3. WIHK may, as the organizer and operator of the Programme, delegate to and/or appoint its business partners, contractors and/or third party service providers to provide any or all of the Services including but not limited to transportation, arrangement of accommodation and tour services of the Programme (“**Delegated Services**”). Participant agrees to accept the Delegated Services provided by such business partners, contractors and/or third party service providers.
4. WIHK has the right to make necessary and reasonable changes to the Programme and/or its scope of Services including but not limited to itinerary, accommodation and/or transportation arrangements in response to changing circumstances in the destination(s) as WIHK may consider necessary and reasonable. WIHK shall not be liable for any loss, damage, expenses or any other claim relating to the said changes and no refund shall be available except as provided under Section III Refund Policy below.

II. Application

5. Unless otherwise provided, application for the participation in the Programme shall be made in accordance with the Guideline. If Participant fails to comply with any of the requirements including but not limited to failing to pay the full amount of the Programme Fee or any part thereof, his application will be rejected and no refund will be allowed except as provided under Section III Refund Policy below.
6. Participant’s application to the Programme is made (i) on a “first-come-first served” basis and (ii) subject to the requirement of the minimum number of participants for participation (the number of minimum participant for each Programme is to be determined by WIHK solely). There is no guarantee that Participant’s application will be accepted by WIHK by making payment of the Deposit and/or submitting the *Acceptance and Acknowledgment*. Participant’s enrolment in the Programme will **ONLY** be confirmed upon the issuance of a **Confirmation Notice** in writing (“**CN**”) by WIHK to the Participant confirming Participant’s enrolment to the Programme. If the Participant’s application is not rejected, refund will be made in accordance with terms set out in Section III Refund Policy below.
7. WIHK shall have the right to cancel, postpone or alter the Programme and/or the Services if there is an insufficient number of participants or other unforeseen circumstances beyond WIHK’s reasonable control, including without limitation, acts of God, war, political unrest, civil commotion, riots and insurrections, terrorist attacks, natural disasters, enactment, alteration or abrogation of law or regulation and embargoes, travel warnings issued by competent authorities or governments of the destination(s), red or black outbound travel alerts issued by the Hong Kong SAR Government and travel warnings issued by competent government authorities of any other countries against the relevant destination(s). WIHK shall not be liable for any loss, damage, expenses or any other claim relating to the said cancellation, postponement or alteration and no refund shall be available except as provided under Section III Refund Policy below.

III. Refund Policy

8. Refund of Programme Fee (or any part thereof) paid by Participant to WIHK will **ONLY** be allowed in the following circumstances:
 - (a) If Participant’s application is rejected or the Programme and/or Services is/are cancelled by WIHK, Participant is entitled to full refund of all sum paid to WIHK; OR
 - (b) If Participant, for whatever reason, desires to withdraw/terminate his application/participation to the Programme by serving a notice in writing to WIHK in the following manner:

¹ Walk in Hong Kong Limited is a business partner of Eastern Vision Global (HK) Limited.

<i>Date of Withdrawal</i>	<i>Amount to be refunded</i>
Any time <u>before</u> a CN is issued	100 % of Programme Fee paid, after deduction of Deposit and bank charges incurred
After CN is issued but no less than 14 days* prior to the Commencement of the Programme	50% of Programme Fee paid, after deduction of Deposit and bank charges incurred
After CN is issued and less than 14 days prior to the Commencement of the Programme	No refund is allowed
On or after the commencement of the Programme	No refund is allowed

* “Date of Withdrawal” is the date when WIHK receives the written notice from Participant.

“days” in these Terms and Conditions means “calendar days”, which shall include all days in a month, including Saturdays, Sundays and holidays.

Unless otherwise permitted, no transfer of credits for future participation in any other programmes organized by WIHK (including Participant himself switching to another travel group) or assignment of rights under the Programme to any third party shall be allowed once the CN is issued by WIHK.

IV. Travel Documents and Visa(s)

9. Unless otherwise provided, Participant shall always be responsible for obtaining all necessary valid travel documents including passport and visas (if any) required for his visit to the destination(s) of the Programme, and shall make sure that (i) his passport shall be valid for at least six months prior to the Commencement of the Programme and (ii) the visa(s) required shall remain valid during the entire period of the Programme. Participant shall provide WIHK with his personal, travel documents and visa(s)’ information in a timely, honest and accurate manner as required by WIHK from time to time.
10. WIHK shall not be liable for Participant’s failure to participate in the Programme and/or any loss/damage/hardship suffered as a result of any default in his personal, travel documents and visa(s)’ information provided (not due to WIHK’s faults), deficiencies in his travel documents and/or the refusal of grant of visa(s) by the competent authorities of the destination(s) or any midway location(s). No refund will be allowed except as provided in Section III Refund Policy above OR, only in the case of a DPRK Programme, Section VII Laws, Regulations and Guidance applicable to DPRK Programme below.

V. Insurance and Health Condition

11. Unless agreed otherwise, participant is required to purchase adequate travel insurance before Commencement of the Programme against any and all possible risks that may occur during the Programme including adequate cover for damage/loss of personal belongings, baggage, medical expenses for personal or psychological injuries, death and the cost of repatriation should Participant becomes unable to continue the Programme. Proof of adequate insurance shall be provided to WIHK at least 7 days before the Commencement of the Programme.
12. Participant is required to inform WIHK upon submitting the *Acceptance and Acknowledgment* below of any medical or physical condition which may affect his participation to the Programme, and his application may not be accepted if WIHK considers such Participant not suitable for the Programme.

VI. Compliance with Laws, Regulations and Guidance

13. Participant shall comply with the laws, regulations, orders, rules and policies of the destination(s) at all times. WIHK shall not in any way be liable for Participant’s violation of any of such laws, regulations, orders, rules and policies of the destination(s), and shall reserve the right to make such claims against Participant for all losses and damage suffered as a result thereof.
14. Participant shall follow the guidance and instructions given by guides and staff members of WIHK and/or service providers of the Delegated Services. WIHK is entitled to refuse/terminate Participant’s application/participation to the Programme if Participant persistently ignores, fails and/or refuses to follow such guidance and instructions given. No refund will be allowed except as provided in Section III Refund Policy above. Also, WIHK and/or its business partners, contractors and/or third party service providers may claim against Participant for all losses and damage suffered as a result thereof.

VII. Laws, Regulations and Guidance applicable to Democratic People's Republic of Korea ("DPRK") Programme

15. Participant in the DPRK Programme **SHALL NOT** be a national/citizen of the Republic of Korea (aka South Korea)/Japan/the United States of America; AND he **SHALL NOT** be a journalist. A declaration shall be made of the above to WIHK before a reservation is made.
16. Participant undertakes that he **SHALL NOT** produce any "documentary type" audio record/film/movie/video clip or publish any printed or online materials or any other kind of similar nature (collectively, "Publications") containing and/or showing information/data/images/photographs/video/sound recordings obtained from/during the Programme in the DPRK, regardless of whether such Publication is made during or after the Programme.
17. If Participant fails to comply with any of the above requirements, his application/participation to the Programme shall be immediately refused/terminated without any refund. WIHK shall not be liable for any loss, damage, expenses, or any other claim or prosecution/punitive measures taken by any competent government authorities against the Participant in relation thereto.
18. According to laws and regulations relating to travel visa issued by the competent authorities of the DPRK, the traveler who applies for travel visa with the DPRK for tourist purposes will only receive result of the visa application **one** day before his entry into the DPRK. Participant acknowledges and agrees that his application may be refused by the DPRK for any reason which is beyond reasonable control of WIHK and WIHK shall have no obligation to provide a reason or explanation regarding any refusal by the DPRK or to compensate the Participant for any loss or damage. However, WIHK shall refund the full amount of Programme Fee paid by Participant to WIHK (after deduction of bank charges incurred) upon receiving notice of refusal from the DPRK, save that such refusal is caused by Participant's own failure/omission in providing accurate information for visa application and/or other conducts of Participant in breach of these Terms and Conditions or laws and regulations of the DPRK. Participant acknowledges and agrees that he fully understands the risks of refusal above and shall be solely responsible for any loss/damage/costs/hardship incurred therefore, including any bank charges or transportation/accommodation costs incurred before the Commencement of the Programme.
19. Participant to the DPRK Programme shall read all specific rules set out in detail in the Guideline hereto and shall strictly comply with all rules therein before/during/after his participation in the Programme.

VIII. Breach of these Terms and Conditions

20. If Participant fails to comply with and/or is in breach of any of the Terms and Conditions, WIHK may, at its sole discretion and without prejudice to any other remedies available to WIHK, (i) refuse Participant's application/participation to the Programme; (ii) forfeit any sum paid by Participant to WIHK; (iii) disapprove any request for refund; and (iv) make such claims against Participant for all loss and damage suffered by WIHK as a result thereof.

IX. Liability

21. Without prejudice to the foregoing, WIHK shall not be liable for any loss, damage, expenses or any other claim in respect of matters which are outside the scope of Services, including but not limited to Participant's own travel to and from the gather and dismissal points as designated in the Programme and/or Participant's withdrawal from the Programme in the middle of the tour (although which is not encouraged).
22. Participant expressly **releases** WIHK, its business partners, subsidiaries, contractors, third party service providers, affiliates and assigns and their respective directors, officers, shareholders, and employees ("**Relevant Parties**") from any and all liabilities or claims arising out of or in connection with any act or omission of WIHK and/or any of the Relevant Parties or for any mishap to Participant or his property as a result of any flight/train cancellation/delay, robbery, accidents, death, personal injuries, natural disasters, political unrest, wars, terrorist attacks or other such happenings, or any loss or damage suffered as a result of emotional distress, mental suffering, or psychological injury of any kind.

X. Indemnification

23. Participant will defend, indemnify, and hold harmless WIHK and each and all of the Relevant Parties from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees and expenses of any kind (including reasonable attorney and professional fees and costs) arising out of or occurring in connection with the acts, omissions, violation of laws and regulations by or negligence of Participant.

XI. Entire Agreement

24. These Terms and Conditions (all documents referred to herein (including documents listed in Appendixes A) shall form part of the Terms and Conditions) shall constitute the entire agreement of the parties in relation to the Programme, and shall supersede all prior communications, contracts, terms or agreements between the parties with respect hereto, whether oral or written.

XII. Severability

25. If any part of these Terms and Conditions is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

XIII. Amendment

26. These Terms and Conditions may be amended by WIHK from time to time and such amended Terms and Conditions shall be binding on Participant upon notice. The English version of these Terms and Conditions shall prevail over any Chinese version which is provided for reference only.

XIV. Jurisdiction

27. These Terms and Conditions shall be governed by and be construed in accordance with the laws of Hong Kong SAR. WIHK and Participant agree to submit all disputes arising out of or in connection with these Terms and Conditions to the exclusive jurisdiction of the Courts of Hong Kong SAR.

Acceptance and Acknowledgment

I, _____ (Full name of Participant), _____ (HKID/Passport No.) as Participant agree to submit application for the Programme, together with payment of the Deposit (HK\$_____) (please attach bank slip of the payment) to Walk in Hong Kong Limited. I hereby confirm that I have carefully read and agree to be bound by the above Terms and Conditions.

Health Conditions * Check as appropriate.

- I understand that participation to the Programme may involve unforeseeable risks to my personal health and safety, and upon consultation with my medical practitioner I confirm that I am physically and mentally fit to participate in the Programme. However, if any of the conditions changes, I undertake to inform WIHK immediately without delay.
- I have the following physical and/or mental conditions which may affect my participation in the Programme:

_____.

(To be filled in by Participant to DPRK Programme ONLY)

Personal Particulars * Check as appropriate.

- I understand that participation in the Programme may involve unforeseeable risks to my personal safety and safety to my personal belongings, and I confirm that I am NOT a national/citizen of South Korea/Japan/the United States of America and I am NOT a journalist. However, if any of the conditions changes, I undertake to inform WIHK immediately without delay.
- I have the following conditions which may affect my participation in the DPRK Programme:

_____.

Personal Data, Privacy and Direct Marketing Policy

- (A) I understand and agree that WIHK may collect my personal data such as name, identification/travel documents' numbers, contact information for the purposes of the application for the Programme and the provision of Services, and that the personal data may be transferred to the business partners and/or associated companies of WIHK for the said purpose.
- (B) I also understand that WIHK may circulate to me promotional information related to other programmes organized and operated by WIHK, its business partners and/or associated companies from time to time even after termination, cancellation or completion of the Programme.
- (C) I understand that I have the right to request access to and correction of any of my personal data held by WIHK by contacting its data protection officer at outbound@walkin.hk.

.....(Signature of Participant)

.....(Date)