



Ocean Park Mali Mali @Home! Terms and Conditions

(A) Criteria for Participation

1. Mali Mali @Home! is suitable for children aged 5 to 8.
2. The Park's staff shall at all times have the full and final right to determine whether any participant is suitable for the programme and may refuse entry if refusal is necessary to ensure safety or order.
3. The criteria listed above are subject to change at the discretion of the Park and without prior notice.

(B) General Conditions

1. One enrolment form is for one participant and one programme only.
2. All enrolment documents should be clearly filled in by the parent or the authorized guardian ^{Remark 1}.
3. All payments are non-refundable and non-transferable.
4. No rescheduled class, make-up class nor additional compensation time would be available. Latecomers will not be entertained.
5. Any chosen programme session, date, time, participant's name and email address cannot be changed upon confirmation.
6. Participants are solely responsible for all computer hardware, software, network connections, telecommunication links and any other equipment and all incurred service fees (such as internet service, wi-fi services or other third parties service provider) required for access to this online programme.
7. The collection of any information and personal data collected will only be subject to our Personal Information Collection Statement. The Park will not actively share information associated with the participants or participants' site with any third parties (such as Zoom).

Remark 1: "Guardian" has the same meaning as in the < Guardianship of Minors Ordinance >, and must be aged 18 or above.

(C) Enrolment Method and Procedures

1. Enrolment will be considered on a first-come-first-serve basis.
2. A confirmation letter will be sent via email once the payment has been received. Please also pay attention if the confirmation letter was wrongly identified as spam or junk mail.

(D) Payment Method

1. Payment should be made by credit card (Visa and MasterCard) only. The programme fee will be debited from the credit card account provided in the online enrolment. All payments are non-refundable.
2. A maximum of 3 transactions can be made per credit card per day.
3. To strengthen the security of online payment, verified by Visa and MasterCard®SecureCode™ is available. Please ensure that the credit card for payment has been duly activated for verification service through its card issuer before your enrolment.

(E) Availability of the Service

Participant should acknowledge that the traffic of data through the Internet may cause delays in accessing the online programme. Participants must agree not to hold us liable for such delays which are ordinary in the course of Internet use.



(F) Intellectual Property

1. Except as set out in the description of the online programme on the Website and/or in any relevant promotional materials, no additional learning materials will be provided by the Ocean Park. Upon programme starts, participants will be notified of the materials that the participants should prepare for the programme.
2. Upon programme starts, participants will be notified of the method and provided with a designated URL to access the online programme classroom. This information must be kept confidential.
3. Participants may not record, capture, stream, share or transfer any video footage, image, content nor written materials of the online programme or provide them to any other parties.
4. At all times, Ocean Park remains the owner of the intellectual property of the online programme and all related materials. Participants are not allowed (and should not make use of any third party to) attempt to copy, record, modify, re-produce, re-publish, sell, upload, broadcast, post, transmit, make available, disseminate, distribute, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the online programme (and any video or any related documentation supplied by the programme or available on the programme’s website) in any form or by any means without the prior written consent/permission of Ocean Park. Such behaviour is strictly prohibited and will constitute an infringement of either Ocean Park’s copyright and intellectual property rights. Ocean Park reserves the right to terminate a participant’s access to the online programme and related programme materials under any violation, in such circumstances, no refund will be given.

(G) Cancellation and change of programme

1. The decision to immediately terminate or cancel any programme shall be at the sole discretion of Ocean Park.
2. Programme materials and content may be subject to change without prior notice
3. Programmes will be cancelled under the following circumstances. Reschedule arrangement or make-up classes are not available for online programme. Ocean Park will not contact parents for adverse weather arrangement on the programme date before programme starts under normal circumstances, please refer to the below for further details:
 - i. A red or black rainstorm warning is issued by the Hong Kong Observatory;
 - ii. A Tropical Cyclone Warning Signal No. 3 or above is hoisted by the Hong Kong Observatory;

Time	i) Red/black rainstorm signal ii) Tropical Cyclone Warning Signal No. 3 or above	Programme Arrangement
2 hours before programme time	Issued	All programmes cancel
	Lowered	All programmes resume
After programme commences	Issued	All programme as scheduled
	When Tropical Cyclone Warning Signal Pre-No. 8/ No. 8 or above is issued	All programmes cancel immediately

- iii. An announcement of suspension of kindergartens by the Education Bureau;
- iv. An announcement of suspension of child care centres by the Hong Kong Social Welfare Department.



Time	Announcement of suspension of: iii) Kindergarten by the Education Bureau iv) Child care centres by Hong Kong Social Welfare Department	Programme Arrangement
2 hours before programme time	Issued	All programmes cancel
	Lowered	All programmes resume
After programme commences	Issued	All programmes cancel immediately

4. If pre-warning thereof, or Tropical Cyclone Warning Signal No.3, is issued before the programme time, all programmes will be cancelled.
5. Educators will contact parents about the above arrangement in such cases of adverse weather during the programme period.

(H) Arrangements of Rescheduled Class / Make-Up Class

1. No additional / further reschedule of class or attendance of make-up class would be considered if absence.
2. Under adverse weather, disease outbreak, or any other reasons which lead to class suspension initiated by the Park, Park-initiated make-up class may not be arranged and no refund would be arranged for the impacted programme.

(I) Ocean Park reserves the right to change the above contents at any time without further notice.

(J) In case of any dispute, the decision of Ocean Park Corporation shall be final and binding.



We may also generate and compile information about you. Personal data and other information provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

Ocean Park Corporation (the "Park" or "we") Personal Information Collection Statement

Our collection of your personal information in this case is for the reasons set out below and we aim to process and hold such information on the basis of the guidelines and principles set out in this Statement and in our Privacy Policy Statement which applies generally to information held by us. We seek to comply fully with the provisions of the Personal Data (Privacy) Ordinance (Chapter 486) of the laws of Hong Kong.

We have created this Statement in order to demonstrate our firm commitment to your privacy and to disclose our information gathering and dissemination practices.

Manner of Collection

We primarily collect personal information directly by requesting that you complete forms or questionnaires, and also in connection with provision of services, activities or facilities to you at your request.

We may also collect information regarding your internet protocol address, browser type, domain name and access time.

Personal Data which may be Collected

From time to time, it is necessary for you to supply us with different categories of personal information in connection with our provision of services, activities and facilities, depending on the nature of the services, activities and facilities offered. The personal information we collect may include (but not limited to) your name, age, title, position, address, contact number (including mobile phone and fax numbers) and email address. The personal information may also relate to other persons relevant to the information, services, activities or facilities you have requested, for example, personal information of your children or other family members. The provision of personal data or any information is voluntary, but any failure to supply the necessary personal data or information requested may result in us being unable to process your requests or provide the services, activities and facilities requested by you.

Certain education or other programmes or activities offered by us are group activities and will be conducted within the habitat in which the animals or organisms live at Ocean Park or on the Park's premises. Such activities are also conducted during operating hours of the Park and guests other than the participants will be able to observe the encounter. For this reason, there are chances a participant may be photographed by our staff or other participants of such activities or guests within the habitat or on the premises. It is therefore a condition that each participant of such activities unconditionally agrees to be photographed by our staff or other participants or guests during the course of the activities. Submission of the application to participate in the relevant activities constitutes the acceptance of this condition by the applicant.

Use of Your Information

We may use Your Information for one or more of the following purposes from time to time:

- (i) providing and processing applications or requests for services, activities and facilities, including but not limited to the purchase of Ocean Park tickets and applications for education programmes/activities of Ocean Park Academy Hong Kong and for SmartFun Annual Pass Memberships, operation of our website and matters relating to the administration, management, operation and maintenance of the same;
- (ii) communicating with you, including but not limited to responding to your requests for information, services, activities and facilities;
- (iii) designing and offering contests, games, lucky draws, promotions, surveys and/or events;
- (iv) enabling you to send e-mails, e-cards of preferred pages from our website to friends;
- (v) marketing products, services, activities, facilities and other subjects (please see further details in "Use of Your Information in Direct Marketing" section below and you may opt out from receiving marketing information);
- (vi) tailoring your experience at our website, showing content of interest, displaying the content according to your preferences by use of demographic information which is shared with advertisers on an aggregate basis (without revealing the identity of individual user of our website);
- (vii) diagnosing problems with our server and administering our website by use of your Internet Protocol address;
- (viii) conducting internal statistical research and analysis;
- (ix) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong;
- (x) investigating and handling complaints or cases involving the Park, including Ocean Park Academy Hong Kong or Ocean Park Conservation Foundation, Hong Kong, or any of our guests or website users; and
- (xi) preventing, detecting or investigating suspicious or illegal activities.

If personal data is to be displayed after collection, e.g. in announcing contest winners details, due care will be given to anonymize it and to advise you in advance.

Disclosure of Your Information

We value all personal information received and do our best to maintain its privacy. Except with your prior consent or as required by law, we will not transfer or disclose Your Information to any third party except that we may transfer or disclose Your Information in or outside Hong Kong as stated below (and we will not transfer Your Information to another party for it to use in direct marketing):-



products and services provided by our business associations and partners include:

- airline and transportation services
- travel services and products
- food and beverages
- household products
- personal care products
- telecommunications and related products and services
- books and other printed materials
- audio and visual products
- education, toys and children goods and services
- leisure products
- sporting products
- beauty products and services
- fashion and apparel
- flowers and hampers
- banking, financial and insurance products
- watches and jewellery
- computers, electronic products and games
- cars and related products and services
- internet and social media services
- real estate property
- shopping malls
- supermarkets and convenience stores
- museums, cultural centres, cinemas and other venues and related programmes, exhibitions, shows and entertainment
- hotel accommodation and hospitality
- vouchers, coupons and gift cards
- charity events

If you do NOT wish us to use Your Information in direct marketing, please tick (“✓”) the box in this form or inform our Guest Relations Manager via telephone to exercise your opt-out right. You may also write to us at the address below, call us at (852) 3923 2323 or contact us via the contact information provided in our direct marketing materials to opt out from direct marketing at any time.

- our subsidiaries, associated companies and/or business associations;
- any personnel, agent, adviser, auditor, contractor or service provider who provides services or advice to us in connection with our operations as required to enable us to provide, or assist us in providing, the services, activities or facilities you have requested;
- if you consent or do not object to our use of Your Information in direct marketing (please see further details in "Use of Your Information in Direct Marketing" section below), our marketing communications and operations partners with whom we share information for the purpose of providing you with special offers and information;
- any person under a duty of confidentiality to us; and
- any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

You should note that as we have no control over the acts of any third party that is not our agent (e.g. any governmental agency to whom we are required to disclose Your Information), the privacy protection stated in this Statement ceases to apply to any information which has been disclosed to such a third party in accordance with this Statement. We endeavour to deal only with responsible third parties but assume no responsibility for the privacy protection provided by such third parties.

Use of Your Information in Direct Marketing

We are allowed to use Your Information in direct marketing only if you consent or do not object.

In connection with direct marketing, we intend:

- to use your name, contact details, customer profiling information, services, products and activities portfolio information and transaction pattern and behaviour collected, compiled, generated or held by us from time to time; and
- to market and promote the products, services, activities, facilities, education programmes, contests, games, lucky draws, promotions and/or events relating to the Park (including Ocean Park Academy Hong Kong and Ocean Park Conservation Foundation, Hong Kong) or our business associations and partners, including:

- our SmartFun Annual Pass programme reward scheme and other offerings
- in-park food and beverage promotions
- in-park retail products promotions
- family, educational or recreational activities
- news and updates on the Park's facilities, attractions and animal information or Ocean Park Conservation Foundation, Hong Kong
- special events, charity events or special programmes
- ticket purchasing and related information
- animal and environmental conservation
- transportation services
- hotel accommodation and hospitality
- survey; and

Data Access and Correction

You are entitled to access any personal data we hold about you, and if applicable to correct or update it. You also have the right to request details of our privacy policy and the types of personal data we hold.

If you wish to exercise any such right, please send an e-mail to our Guest Relations Manager at gr@oceanpark.com.hk or write to:

Guest Relations Manager
Ocean Park Corporation
Ocean Park, Aberdeen, Hong Kong
Telephone: (852) 3923 2323
Facsimile: (852) 2873 5584