PONY WORLD CONDITIONS OF USE

小馬大本營使用條件

1. These Conditions of Use regulate the rights of The Hong Kong Jockey Club (the "Club") and the obligations with respect to the access to and use of the Pony World (the "Pony World") by any person.

   本使用條件規管就進入和使用小馬大本營（「小馬大本營」）而言，香港賽馬會（「馬會」）的權利和任何人士的義務。

2. These Conditions of Use may be added, amended or substituted by the Club from time to time. Notification of changes to these Conditions of Use shall be deemed to be sufficiently published if published at a conspicuous place at the Pony World, on the website of the Club or as prescribed by the Club from time to time, and upon such publication, shall be deemed to be effective and binding on all persons at the Pony World.

   馬會可不時增加、修改使用條件或取代使用條件。使用條件若有修改，一經在小馬大本營的當眼地方、馬會網頁或以馬會不時決定的方式登出，即視為已充分通知各界，並同時視為對所有身處小馬大本營者有效和有約束力。

3. The Club may from time to time, without prior notice, change the opening days and hours of Pony World or any part thereof, or close Pony World or any part thereof, at its sole discretion, whether due to the Club's operations, adverse weather, special events, emergency situations, security or safety reasons, or any other circumstances as the Club may consider appropriate or necessary.

   馬會可不時並無事先通知，全權決定更改小馬大本營或任何部份的開放日期和時間、關閉小馬大本營或任何部份，而不論該決定是否基於馬會的運作需要、惡劣天氣、特別活動、緊急情況、保安或安全理由、或任何馬會屆時認為更改或關閉屬合宜或必要的情況。

4. The booking of any facilities at Pony World and any part thereof and the use of any of the facilities therein shall be subject to these Booking Terms, the Conditions of Use and any other terms and conditions which the Club may impose from time to time.

   預約小馬大本營及其任何部份以及使用其內任何設施，均受使用條件、預約條款和以及受馬會不時規定的任何其他條款和條件規限。

   Use of Facilities 設施使用

5. Every person whilst in the Pony World shall observe and comply with these Conditions of Use and the Penfold Park Rules, and any other terms and conditions which the Club may impose from time to time, all directions and instructions of the Club or the Club's attending staff given for the purpose of the safe and secure operation of the Pony World or for any other purposes, all applicable laws and regulations (including but not limited to any public safety and health, and national security legislations), and all signs, notices, indicators and other directions erected or displayed by the Club. In case of any conflict between these Conditions of Use and the Penfold Park Rules, these Conditions of Use shall prevail to the extent of such inconsistency.

   任何人身處小馬大本營內時，均須遵守和遵從本使用條件和彭福公園規則，以及其他馬會不時附加的條款和條件、馬會或其現場負責職員爲使小馬大本營在安全及保安周全的情況下營運或爲了任何其他目的而發出的所有指示和指令、所有適用的法律及法規（包括但不限於有關公共安全及健康、國家安全的法例），及馬會豎立或展示的標誌、通告、告示和其他指示。如本使用條件與彭福公園規則有任何不一致的地方，概以本使用條件為準。

6. Children under 16 years old may not enter the Pony World or use the facilities therein unless accompanied by an adult. Children are required to be adequately supervised by an adult at all times to ensure safe and appropriate behaviours are maintained.

   若無成人陪同，未滿 16 歲之兒童不可進入小馬大本營或使用其內設施。任何時間內，兒童需由成年人監察，確保兒童安全和行為合宜。

7. Attending staff of the Club may refuse any person from using or from continuing to use the Pony World and facilities therein and/or require a person to leave the Pony World if any attending staff reasonably believes or suspects that such person has contravened or is attempting to contravene the Conditions of Use, any other terms and conditions which the Club may impose from time to time, any directions and instructions of the Club or the Club's attending staff, or any sign, notice, indicator and other direction erected or displayed by the Club.

   若馬會現場負責職員合理相信或懷疑任何人違反或嘗試違反使用條件、其他馬會不時附加的條款和細則、馬會或其現場負責職員的一切指示和指引或馬會豎立或展示的標誌、通告、告示和其他指示，可拒絕任何人使用或繼續使用小馬大本營及其內設施和/或要求任何人離開小馬大本營。

8. No items that may compromise the safety of or may startle any person, pony or horse, may obstruct or be offensive to other persons, may disrupt the operation of the Pony World and/or is otherwise considered by the Club to be inappropriate may be brought to the Pony World. All persons, bags, clothing and other items may be subject to screening and security checks by the Club from time to time for safety, security or other legitimate reasons as may be determined by the Club.

   不得攜帶任何可能危及任何人士或小馬之安全、可能使任何人士、小馬或馬匹受到驚嚇、可能阻礙小馬大本營之運作、可能冒犯其他人士，及／或經馬會認為屬不恰當之物品進入小馬大本營。如因安全、保安或馬會其他認爲合理的理由，所有人士、袋、衣物和其他物品可能須接受篩查及保安檢查。

9. Every person shall enter or leave the Pony World only through the designated means of entrance and exit.

   任何人皆只可使用指定的出入小馬大本營之方法進入或離開小馬大本營。

10. Facilities at the Pony World shall be designated for use as specific function by the Club. Except with the prior written approval of the Club, users may not use the facilities for any other function, purpose or activity.

    小馬大本營內設施的特定用途應由馬會指定。若無馬會事先書面批准，使用者不可將設施用於其他用途、目的或活動。

11. Save with the Club's prior approval in writing, no person shall make any public speech, lecture, enter into any public discussion or hold any public meeting at the Pony World, and no posters, slogans, banners, flags or portraits shall be posted or hung, and no commercial, political, religious or fund-raising activities shall be conducted at the Pony World. No person shall tout or solicit or distribute any pamphlet, notice or advertising matter at the Pony World or anywhere within the premises of the Club. Holding of activities that disturb public order is strictly prohibited at the Pony World.

    若無馬會事先書面同意，不可在小馬大本營內發表任何演詞、發表任何專題演講、進行任何公開討論或舉行任何公眾集會，小馬大本營內亦不可張貼或懸掛任何海報、標語、橫額、旗幟或畫像，亦不可舉行任何商業、政治、宗教或籌款活動。任何人皆不可在小馬大本營或馬會物業的任何部份內招徠或招攬他人或派發任何小冊子、單張或宣傳品。在小馬大本營內嚴禁舉行任何妨礙公眾秩序之活動。

12. Except with the prior written approval of the Club, no fees or other forms of payment shall be charged by any person other than the Club on the use of the facilities including for private coaching or other fee-charging activity.

    若無馬會事先書面批准，任何人（除馬會外）皆不可為使用設施收取任何費用或其他形式的收費，包括但不限於私人教授收費或舉行其他收費活動。

13. No person shall deface, remove or detach, or write, paint, draw or affix any word, representation or character upon, or soil, defile, break, cut, scratch, tear, spray or damage any structure, wall, or other facilities (including but not limited to any fixture, furniture, decoration, fittings, fence, netting, sign, notice, machine, operating system, equipment, plant, apparatus, device or system) in the Pony World.

    任何人不可污損、移走或拆去，或在其上書寫、髹上、繪畫或貼上任何文字、圖象或字樣，或弄污、弄髒、破損、切割、抓刮、撕扯、噴潑或損壞位於小馬大本營內的任何構築物、牆壁或其他設施（包括但不限於任何固定附着物、家具、裝飾、配件、圍欄、圍網、標誌、通告、機器、操作系統、設備、植物、器具、器材或系統）。

14. Except with the prior written approval of the Club, no person shall erect, install, place, rig or suspend any structure or equipment or other decorations in the Pony World unless with the prior written approval of the Club.

    若無馬會事先書面批准，任何人皆不可在小馬大本營內豎立、安裝、安置、操縱或懸吊任何構築物、設備或其他裝飾物。

Booking Terms 預約條款

15. Bookings at Pony World shall be subject to, and must be applied and arranged in accordance with the Booking Terms and the requisite form(s) specified by the Club, which may be subject to addition, amendment or substitution by the Club from time to time.

    預約使用小馬大本營受預約條款和香港賽馬會（「馬會」）指定之表格約束，並必須透過預約條款身和該等指定表格申請和安排。馬會可能不時增加、修改或取代有關條款及表格。

16. The Club reserves the right to accept or decline any registration or booking application without giving any reason or explanation and to make the final decision in case of any dispute. The Club may from time to time prescribe the identities of individuals or organisations eligible to book facilities at the Pony World, the booking procedures, the opening days and hours, and the rates of charges for use of the facilities at the Pony World. No person or organisation has any automatic right to a booking session at any time.

    馬會保留接納或拒絕登記申請或預約申請，而不提供任何理由或解釋；如有爭議，馬會將有最終決定權。馬會可不時決定合資格預約小馬大本營內設施之個人或機構的名單、預約程序、小馬大本營的開放日期和時間以及使用小馬大本營內設施的收費標準。任何人士或機構任何時候皆不會自動對於某一預約時段自動有任何權利。

17. Bookings for individual groups should be made on the Pony World booking system. Bookings for school groups should be made via email at ponyworld@hkjc.org.hk. Booking applications are considered on a first-come-first served basis. Same day or walk-in booking shall not be considered.

    個人團體預約應透過小馬大本營預約系統進行。學校團體預訂請透過電子郵件 ponyworld@hkjc.org.hk 進行。預約申請以遞交次序審核。當日預約或即場預約將不獲考慮。

18. All participants including parents/guardians are required to submit a 'Release and Indemnity' Form in advance.

    所有參加者及其父母/監護人必須預先提交「免責及彌償」表格。

19. All attendants of a booking shall be members and guests of the booking party. The Club reserves the right to request any user to provide proof of identity.

    所有預約參加者應為預約方的成員或其賓客。馬會保留權利，要求使用者提供身份證明。

Safety Guidelines and Stable Etiquette 安全準則及訪客注意事項

20. Visitors who have visited riding facilities outside Hong Kong are not permitted to enter Pony World on the same day.

    曾造訪香港境外的馬術中心的訪客，回港當天不可進入小馬大本營。

21. Visitors must not enter Pony World outside opening hours

    訪客請勿在開放時間以外進入小馬大本營。

22. Visitors are strictly prohibited from feeding ponies or horses at any event or at any time unless under the instruction of Pony World staff

    未經小馬大本營工作人員指示，訪客嚴禁訪客在任何活動期間或任何時間餵飼小馬或馬匹。

23. All visitors must adhere to the minimum dress code by wearing long trousers, a T-shirt, sportswear or overalls, along with appropriate footwear.
    訪客最低衣著要求為：須穿著長褲、T 袖或運動服，並配以皮鞋或運動鞋。不可穿著拖鞋或涼鞋。

24. Riders must be aged 3-14, and 1 meter tall or above and below 70 kg in weight. Pony World reserves the right to ask riders for age verification, and/or to go on the weighing scales for clarification.

    參加者年齡必須介乎 3 至 14 歲，身高必須為 100 厘米或以上 ，體重必須在 70 公斤以下。小馬大本營保留要求騎士出示年齡證明和/或上秤進行核實的權利。

25. Every person whilst in the Pony World shall behave in an orderly and decent manner. No person shall obstruct, disturb, annoy or cause danger to any other person in the proper use of the facilities. Ponies and horses have the right of way in all areas. Dogs or other pets are not allowed in the stables.

    任何人在小馬大本營內皆應遵守秩序。任何人皆不可阻礙、打擾或騷擾他人正當使用設施或構成他們的危險。小馬及馬匹於所有範圍均享有優先通行權。請勿攜帶狗隻或其他寵物進入馬房。

26. All persons at the Pony World shall control their noise at a reasonably low level so as not to cause annoyance or distress to any pony, horse and other person including the neighbouring areas of the Pony World.

    所有人在小馬大本營內應控制聲量至合理的低聲水平，以免為小馬、馬匹和其他人（包括小馬大本營鄰近範圍）構成滋擾。

27. Smoking, spitting and littering are prohibited. No person shall light or use a fire in any part of the Pony World.

    禁止吸煙、隨地吐痰和亂拋垃圾。任何人皆不可在小馬大本營內任何部份生火或用火。

28. Electronic communication devices (including mobile phones, pagers, wrist watches, tablets, computer and/or any other devices with mobile telephone, data transmission or receipt and/or other communication functions) may be used whilst at the Pony World provided that:-

(a) they must at all times be switched to the silent or vibrate mode and must not emit any sound or noise;
(b) they may not be used to receive, play or communicate audibly;
(c) they may not be used for the purpose of or in connection with any unauthorised commercial purpose; and
(d) live broadcast of activities in the premises is prohibited unless with prior written approval of the Club.

在小馬大本營範圍內，電子通訊設備（包括但不限於流動電話、呼機、手錶、平板電腦、電腦及／或任何具備流動電話、數據傳送或接收及／或其他通訊功能的裝置）可予使用，惟須符合以下條件：

(a) 該等設備必須於任何時間設定為靜音或震動模式，且不得發出任何聲響或噪音；
(b) 該等設備不得用作接收、播放或以可聽方式進行通訊；
(c) 該等設備不得用於或與任何未經授權的商業用途有關；及
(d) 除非事先取得馬會的書面批准，否則嚴禁於該等處所內進行任何活動的即時廣播。

29. Photos or videos may be taken at the Pony World for personal and private use only, provided that:-

(a) no photo or recording shall be taken of any activities in the Pony World if so instructed by stable;
(b) no flash or other similar means of light emission may be used. Camera shutter sound shall be disabled;
(c) no photography or filming by drones or similar remote devices or by any means which in the opinion of the Club may cause obstruction or disturbance to any activity conducted at the premises;

(d) unless with prior written approval of the Club, no commercial shooting or use of professional cameras or recording equipment is allowed;
(e) the images, film or recording taken shall not be used for any commercial purposes, or be passed onto any third party for such purposes;
(f) the use of cameras or electronic communication devices with camera or video functions is prohibited within the confines of toilets, changing rooms or such other areas as designated by the Club;
(g) such photography or filming shall not cause any nuisance to or infringe the privacy of other individuals. In particular, no photo or recording shall be taken of other individual without their knowledge and consent;
(h) all visitors are deemed to have agreed that all copyright and/or other intellectual property rights in any unauthorised images, film, or recordings are assigned to the Club and they shall at the request of the Club promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights in the Club absolutely; and
(i) the Club reserves the right to require any visitor to delete any audio or visual content or data if the Club reasonably believes that any such content or data is created in breach of these terms and conditions without incurring any liability to any person for any loss or damage however arising as a result of such removal.

於小馬大本營範圍內僅可為個人及私人用途拍攝照片或錄影，惟須符合以下條件：

(a) 如職員作出指示，任何人士不得於小馬大本營範圍內拍攝或錄製任何活動；
(b) 不得使用閃光燈或其他類似的發光裝置，並須關閉相機快門聲效；
(c) 不得使用無人機或其他類似的遙控裝置進行攝影或錄影，亦不得以任何經馬會認為可能對處所內進行的任何活動造成阻礙或滋擾的方式進行攝影或錄影；
(d) 除非事先取得馬會的書面批准，否則不得進行任何商業拍攝，亦不得使用專業攝影器材或錄音／錄影設備；
(e) 所拍攝或錄製的影像、影片或錄音不得用於任何商業用途，亦不得為該等目的轉交予任何第三方；
(f) 於洗手間、更衣室或馬會所指定的其他範圍內，嚴禁使用相機或具備攝影或錄影功能的電子通訊設備；

(g) 有關攝影或錄影行為不得對他人造成任何滋擾，亦不得侵犯他人的私隱；尤其不得在未取得他人知情及同意的情況下拍攝或錄製該等人士；

(h) 所有訪客一律視為已同意，任何未經授權而拍攝或錄製的影像、影片或錄音所產生的全部版權及／或其他知識產權，均轉讓並歸屬於馬會；並須按馬會要求即時簽立一切文件及採取一切必要行動，以使該等權利、權益及所有權完全歸屬於馬會；及

(i) 倘馬會合理地相信任何聲音或影像內容或數據乃違反本條款及細則而製作，馬會有權要求任何訪客刪除該等內容或數據，而毋須就因該等刪除行為而引致的任何損失或損害向任何人士承擔任何責任。

Cancellation Policy 取消條款

30. Sessions should be cancelled via email at ponyworld@hkjc.org.hk with at least 72 hours' notice before the scheduled time of the booking. Cancellation emails should include the relevant booking information (session date and time, name of participants, booking confirmation number).

如欲取消已預訂的活動，須於活動開始時間前至少 72 小時電郵至 ponyworld@hkjc.org.hk 辦理。取消電郵須列明相關預訂資料，包括活動日期及時間、參加者姓名及預訂確認編號。

31. Late cancellations will not be refunded, unless a valid reason can be provided. Provision of a medical certificate will automatically qualify as a valid reason. Other reasons will be assessed on a case-by-case basis. The Club has the discretion to waive cancellation charges where there has been insufficient notice but a valid reason has been provided.

逾期取消將不獲退款，除非能提供有效理由。提交醫生證明將自動視為有效理由；其他理由將按個別情況作出評估。即使通知時間不足，如能提供有效理由，馬會有權酌情豁免取消費用。

32. Sessions are non-transferable.

    所有活動均不得轉讓。

33. The booking organisation shall not, and shall not attempt to, transfer, assign, sublet or sub-license an application or a confirmed booking or its use of the facility in any manner whatsoever or enter into any agreement so to do. The Club may stop or immediately refuse the use of the facility by the booking organisation and its participants, and/or suspend the booking right of any booking organisation in breach of this prohibition for a period of 365 days, the date of commencement of the suspension to be determined by the Club at its sole discretion. The Club also reserves the right to refuse the booking organisation from using any booked facility or cancel any confirmed bookings during the period of suspension. In such cases, no refund of Booking Fees shall be made to the booking organisation.

    預約設施機構不應以任何方式或簽訂合約，把預約申請、已經確認之預約或任何設施的使用轉讓、轉移、分租或在授權或嘗試如此作。馬會有權停止或立即拒絕預約設施機構及其參加者使用設施和/或暫停預約設施機構的預約權利 365 天（開始日由全權馬會決定）。馬會亦保留權利，拒絕遭暫停預約權的組織在暫停期間使用任何已預約設施或取消其預約。此等情況下，預約費用將不會退還。

34. Any participant who is late by more than 15 minutes beyond the start time of the scheduled session without valid reason, shall forfeit the session. No refunds will be provided for forfeited sessions.

    任何參加者如在沒有有效理由的情況下，於預定活動開始時間後遲到超過 15 分鐘，其活動資格將被取消，且不獲退款。

35. The Club may from time to time, without prior notice, cancel a booking at its sole discretion, whether due to the Club's operations, adverse weather, special events, emergency situations, security or safety reasons, or any other circumstances as the Club may consider appropriate or necessary. In the event of cancellation by the Club in accordance with this Clause, the Club shall arrange refund of any paid Booking Fees.

馬會可不時並無事先通知，全權決定取消預約，而不論該決定是否基於馬會的運作需要、惡劣天氣、特別活動、緊急情況、保安或安全理由、或任何馬會屆時認為取消預約屬合宜或必要的情況。如預約因本條款所取消，馬會將安排退還已支付之預約費用。

36. Amendments to this Cancellation Policy may be made from time to time and notice of all amendments shall be displayed on the Pony World website. Any amendments as displayed on the website shall constitute due notice.

本取消政策可不時作出修訂，而所有有關修訂之通知將刊載於小馬大本營網站。任何於網站刊載之修訂，即屬已妥為通知。

37. Arrangement of Activities under Inclement Weather:

惡劣天氣下的活動安排:

Amber Rainstorm Warning Signal 黃色暴雨警告信號	Pony World activities will proceed, but will be subject to prevailing weather, venue and safety conditions. Pony rides may be changed to stable management activities. Any suspension, cancellation, or change of arrangement will be at the discretion of the Pony World coaches. 小馬大本營活動將照常舉行，惟須視乎當時天氣、場地及安全情況而定。小馬策騎體驗或會改為馬房管理活動。任何暫停、取消或安排之更改，概由小馬大本營教練酌情決定。
Standby Signal No. 1 一號戒備信號	
Thunderstorm Warning 雷暴警告	
Red Rainstorm Warning SIgnal 紅色暴雨警告信號	The entire session will be automatically cancelled, and Pony World will be temporarily closed. Pony World will re-open two hours after the relevant warning signals have been cancelled or lowered. Sessions commencing after Pony World has re-opened will proceed as planned. 整個時段將自動取消，而小馬大本營亦將暫時關閉。待有關警告信號取消或改發較低信號兩小時後，小馬大本營將重新開放。其後開始之時段將按原定計劃進行。
Strong Wind Signal No. 3 三號強風信號	
Black Rainstorm Warning Signal 黑色暴雨警告信號	Pony World will close and cancel all activities. 小馬大本營將會關閉，並取消所有活動。
Gale or Storm Signal No. 8 or above 八號烈風或暴風信號或以上	Pony World will re-open after two hours of cancellation if all warnings and signals are cancelled before 3:00 p.m., conditions permitting. 倘所有警告及訊號於下午三時前取消，小馬大本營將視乎情況於取消後兩小時重新開放。

極端情況 Extreme Condition	Extreme Conditions 極端情況	Pony World will close on that day if any warning and signal is cancelled after 3:00 p.m. 如任何警告或訊號於下午三時後取消，小馬大本營當日將不予開放。

Please refer to the radio, television or the "MyObservatory" app for the latest weather updates

請透過電台、電視或「我的天文台」應用程式取得最新天氣預報

Injuries, Deaths, Loss or Damages 受傷、死亡、損失或損害

38. All persons should understand and acknowledge the inherent risk involved in attending the stables and being in close proximity of ponies and horses. Ponies and horses can act in a sudden and unpredictable way, including biting and kicking, in particular when frightened or hurt kick. Whilst the Club takes reasonable care in maintaining a safe environment, the ground and environment in the stables compound may be wet, muddy, slippery or present with other hazards due to the activities being conducted therein. All persons should acknowledge attending the stables compound and being around ponies or horses carry an inherent risk of injury and agree to do so at their own risk. To the maximum extent permitted by laws, the Club shall be under no liability or responsibility for any loss, injury, death or damage, howsoever caused, to any person.

    所有人士均應理解並確認，進入馬房及於小馬及馬匹附近活動本身涉及固有風險。小馬及馬匹可能會作出突然及不可預測的行為，包括咬人及踢人，尤其在受驚或受傷時更甚。儘管馬會已採取合理措施以維持安全環境，惟因應於馬房範圍內進行之各項活動，該等範圍之地面及環境可能出現潮濕、泥濘、濕滑或其他潛在危險。所有人士均應確認，進入馬房範圍及於小馬或馬匹附近活動具有固有受傷風險，並同意自行承擔該等風險。在法律允許的最大範圍內，馬會對任何人士所遭受的任何損失、傷害、傷亡或損害，不論其成因如何，概不承擔任何責任或義務。

39. All persons at the Pony World shall as soon as practicable report to the Club's attending staff any incident of loss or damage to property, or death or injury to any person within the premises of the Club, and provide such assistance and information as the Club may reasonably request.

所有在小馬大本營者皆應在財產遺失或受損或任何在馬會物業內的死亡或受傷後盡快向馬會現場負責職員報告，並在馬會合理要求時向馬會提供協助和資料。

40. Any property brought onto the premises of the Club shall remain at all times the entire risk of the individual. The Club shall be under no liability or responsibility for any loss, injury or damage, howsoever caused, to such property, notwithstanding that such property shall have been entrusted to any Club staff or placed in any locker provided by the Club. Any property left at the Pony World including in any locker may be collected and stored by the Club. Any property not claimed within one month from the date of storage may be disposed of without notice at the Club's discretion.

攜帶任何財物進入馬會物業，風險概由攜帶者自行承擔。儘管攜帶者或把財物交予馬會職員保管或寄存在馬會提供的儲物櫃內，不論該財物因何故遺失、受損或損毀，馬會概不負責。任何遺留在小馬大本營（包括儲物櫃）內的財物將由馬會保留和儲存，一個月內仍未有申領，則馬會可全權決定處理方式而無需事先通知。

41. A person shall be responsible for any loss or damage caused by him to the property of the Club or to the property of any third party, as well as any death or injury caused by him to other individuals in the premises of the Club.

造成馬會或第三方的財物遺失或損毀，以及在馬會物業內的他人之傷亡者，責任應由其承擔。

42. A person shall indemnify the Club against all liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death arising out of or in connection with any of acts or omissions of such person.

若任何人因其行為或不作為或與之相關而造成的任何索賠、索求、法律行動、訴訟或法律程序、費用、開支、損失、損害、傷亡，其應彌償馬會。

43. Any dispute between individuals arising from any loss or damage to property or death or injury within the premises of the Club should be settled between the relevant individuals. The Club will not get involved in such dispute unless the Club is an interested party.

在馬會物業內出現的任何財物遺失、損毀或傷亡，應由有關人等自行解決。若爭議並非關乎馬會利益，則馬會不會牽涉其中。

Miscellaneous 其他

44. Any booking organisation which wishes to use video-recording, aerial camera, sound equipment, speakers or instruments at Pony World must first submit an application in writing to the Club at ponyworld@hkjc.org.hk for written approval not less than 14 working days before the activity or event.

預約設施機構欲在小馬大本營內使用錄影設備、航拍機、音響設備、揚聲器或樂器，必須在有關活動或賽事前 14 個工作天電郵至 ponyworld@hkjc.org.hk 向馬會申請書面批准。

45. Surveillance equipment, including but not limited to security cameras, are in use around and in the Pony World. All visitors shall be deemed to have consented to the collection of their image and other personal data through any surveillance equipment, and the use and disclosure of such personal data by the Club in accordance with the Club's Privacy Policy Statement available on the Club's official website at https://www.hkjc.com/home/english/corporate/corp_privacy.aspx (such hyperlink may be updated by the Club from time to time) and any relevant notices as may be displayed at the premises from time to time.

小馬大本營範圍內及其周邊均設有監察設備，包括但不限於保安攝影機。所有訪客一律視為已同意，馬會可透過任何監察設備收集其影像及其他個人資料，並可按照馬會不時修訂並刊載於馬會官方網站的私隱條款（網址：https://www.hkjc.com/home/chinese/corporate/corp_privacy.aspx）及於有關處所不時展示的相關告示，使用及披露該等個人資料。

46. These Conditions of Use are subject to interpretation and application by the Club whose decision shall be final, conclusive and binding for the purpose of these Booking Terms.

使用條款一概由馬會詮釋及應用，就使用條件而言，其決定為最終、具決定性和約束力。

47. These Conditions of Use are drawn up in both English and Chinese languages but only the English language text is authentic and binding. The Chinese version of these Booking Terms are for reference only and do not affect the interpretation of these Booking Terms. If there is a conflict or inconsistency between the English version and the Chinese version of these Booking Terms, the English version shall prevail.

使用條款以中英文草擬，但英文本才屬真確本及具有約束力。使用條款的中文本僅供參考之用，並不影響使用條件的釋義。如果使用條款的英文本與中文本之間有任何抵觸或不一致，一概以英文本為準。