

## MIACO Plus 的網上使用條款

在使用 MIACO Plus 網上購票服務之前，請小心閱讀以下有關條款。使用本公司所提供之網上購票服務，即表示您同意及遵守所有條款。如您不同意或不遵守有關條款，MIACO Plus 會禁止您使用本網站之權利。您亦必須立刻停止使用本網站的網上購票服務。

MIACO Plus 有權隨時更新這些使用及銷售條款，而不作另行通知。繼續使用本網站服務即表示您同意遵守隨時更改之有關使用及銷售條款或規則。

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### 銷售條款

此門票乃 MIACO Plus 發售，門票是按以下銷售條款發售：

1. 登記抽選將被視作為購買門票，當選者必須於指定時間內付款，否則會列入黑名單，MIACO Plus 有權取消 / 禁止黑名單者購買門票。
2. 除節目被取消，或主辦機構按有關法例執行及酌情處理外，門票售出後概不退換。任何服務費用恕不退還。
3. MIACO Plus 有權按照門票銷售情況及其所定規則，就門票補發或更換收取費用。
4. MIACO Plus 有權增刪及更換演出者、及 / 或更改節目、票價、座位編排及座位數目。
5. 持票人士必須遵照 MIACO Plus 及場地管理單位的入場規則及指引，有關規則可供查閱。遲到者將被安排於適當時間方可進場。
6. 相機及任何攝錄器材有可能被禁止攜帶入場。
7. 優惠票持有人必須出示有效身份證明，方可進場。
8. 門票如有任何損毀，被塗改或非購自 MIACO Plus 或其認可特約分銷商，持票人將被拒入場。
9. 保護版權及防止非法攝錄的政策已於 2001 年 4 月 1 日開始正式實施。任何人士在未經許可或授權的情形下，攜帶攝錄器材進入公眾娛樂場地均屬違法。公眾娛樂場地包括電影院、劇場以及音樂廳等，此等場地之管理人員有權禁止任何攜帶攝錄器材人士進入會場。違法者最高罰款為 HK\$50,000 以及入獄三個月。

10. 本網站部分內容會連接至第三者網站。MIACO Plus 對於這些第三者網站或其所刊載的內容並無控制權。MIACO Plus 不能保證這些第三者網站所刊載的內容是完整、準確及 / 或合法。MIACO Plus 亦不能保證這些第三者網站不帶有病毒或不會對閣下的電腦帶來負面影響。凡使用本網站購買物品、搜索資料或連接至其他第三者網站，您必須同意及明白如因使用本網站或這些第三者網站而導致閣下有任何損毀或損失，MIACO Plus 一概不負上任何法律責任。

## 私隱政策

MIACO Plus 尊重我們所有顧客及商業夥伴的私隱，並遵守《個人資料 (私隱) 條例》的要求，致力保障閣下提供給我們的個人資料。敬請細閱本《私隱政策》，了解我們怎樣收集、使用及保護您的個人資料。我們希望您可透徹地了解我們對個人資料及私隱處理的實務。

進入、使用及 / 或以任何方式取覽本網站，即表示您同意受本《私隱政策》的條款及細則約束。如您不同意當中任何條款或細則，請勿進入、使用及 / 或取覽本網站。本網站亦包含其他網站的超連結，MIACO Plus 對該等網站的私隱政策或內容概不負責。

### 概述 / 概覽

本《私隱政策》適用於 MIACO Plus 在 [miaco-plus.com](http://miaco-plus.com) 及所有相關域名和子域名的網站 ( 下稱「本網站」 ) 上直接或間接提供的各種服務。

本《私隱政策》說明我們收集了您哪些資料，以及我們在正常業務運作中會怎樣處理這些資料。

取覽或使用本網站直接或間接提供的服務，條件是接受 MIACO Plus 的「取覽條件」。該等「取覽條件」已把本《私隱政策》以提述方式納入，而《私隱政策》也成為「取覽條件」不可分割的部分。閣下取覽及 / 或使用由本網站直接或間接提供的服務，即表示您明確同意「取覽條件」，亦明確允許我們按本《私隱政策》

的規定來使用及披露您的個人資料。如果您不同意「取覽條件」及或不允許使用及披露您的個人資料，請停止取覽或使用由本網站直接或間接提供的服務。

### **資料的收集**

為向顧客提供優質售票服務，我們的顧客可從多種不同的銷售渠道來購買門票 / 產品。這些銷售渠道以不同的方式來收集 MIACO Plus 顧客的個人資料。一般而言，個人資料會在您訂票、登記帳戶或與我們進行其他交易時收集。

我們收集的資料包括姓名、聯絡資料（如電話）、電郵地址、郵遞地址、交易詳情（包括與您訂購相關的付款資料；您選擇的喜好，雖然這些喜好會隨您與 MIACO Plus 的交易而有異；以及由我們或我們的代理及關聯夥伴向您提供的產品、服務及優惠）。

### **個人資料的使用**

我們會於正常業務運作中使用閣下的個人資料，這些業務運作包括但不限於：解決糾紛；排解疑難；促進交易安全；收取應繳費用 / 欠款；衡量消費者對我們產品及服務的興趣；就預售、優惠、產品、服務及更新通知閣下；按您在本網站的經驗來定制和優化您的體驗；就錯誤、詐騙及其他犯罪活動進行偵測並自我保護；以及在收集資料時告知您的其他用途。

在一些情況下，我們或需要並使用閣下的一些財務資料（包括信用卡資料），只作核實閣下的姓名、地址及其他資料之用，並為閣下使用我們的服務發出帳單。我們會根據閣下在本網站的行為自動追蹤一些資料。我們或會使用這些資料來進行對使用者統計數據、興趣及行為的內部研究，以便可以對所有使用者尤其閣下有更深入的了解，並提供最佳的保障和服務。這些資料可包括閣下剛來自的網址（不管這個網址是否在本網站內）、下一個造訪的網址（不管這個網址是否在本網站內）、閣下的電腦瀏覽器資料，及閣下的網際網路協定位址等。

### **與第三者共用及向第三者披露**

我們的政策是，如果沒有取得您的同意，不會與第三者共用或向第三者披露您的個人資料，無論這些個人資料是作推廣或其他用途。但是，在提供服務的正常業

務過程和範疇中，或在適用法律、法規、政令或法令的要求下，我們會保留披露閣下個人資料的權利。

## 保安

我們會以我們認為適當的方式和程度，按業內的標準常規來保護閣下的私隱和個人資料。但是，我們在任何方面並不保證閣下的個人資料或私人通訊會始終保持私密，及 / 或不會被第三者濫用或誤用，而閣下亦不應有此期望。

您的資料會儲存於 MIACO Plus 位於香港的伺服器中。我們會採用我們認為必要的程序及技術保障來保護您的私隱，並保障您的個人資料免受遺失、盜竊及未經授權的取覽和披露。這些保障包括但不限於使用加密、防火牆及安全套接字層技術。我們也會採用適當的保安技術來保護數據，免其遭受遺失、盜竊或 MIACO Plus 內外使用者未經授權的取覽。

MIACO Plus 把收集到的個人資料保護在安全的數據庫內，並為重要的資料加密，而這些數據庫的伺服器是託管在一個受保護的數據中心內。MIACO Plus 的僱員會按他們入職條件，把 MIACO Plus 持有的個人資料視為機密，並會維護該等個人資料的機密性。

但是，請注意，「絕對安全」是不可能的。因此，MIACO Plus 不會聲明或保證任何由我們持有或維護的任何資料，不會遭受任何遺失、盜竊，或未經授權的取覽、使用或披露；對由此直接或間接導致或與之相關的任何責任或法律責任，我們概不承擔。

## 取覽條件

取覽及使用本網站直接或間接服務，條件是同意這些「取覽條件」（該等「取覽條件」已把 MIACO Plus 的《私隱政策》以提述方式納入）。閣下取覽及 / 或使用由本網站直接或間接提供的服務的行為，將被視作閣下明確同意「取覽條件」，並明確允許我們按《私隱政策》的規定來使用及披露您的個人資料。任何可能干

擾本網站正常運作或干擾在本網站進行任何交易的電腦機械人、網絡蜘蛛、自動裝置、人工流程、軟件或例程，MIACO Plus 皆不准使用。如果您不同意「取覽條件」及 / 或不允許使用及披露您的個人資料，請停止取覽或使用由本網站直接或間接提供的服務。

### **免責聲明**

在本網站內的資料及材料，包括但不限於文本、圖案及超連結，均是「按現狀」或「按供應情況」提供的。MIACO Plus 不就這些資料及材料的準確性、充足性、完整性或及時性作出保證，並明確表示不會承擔因這些資料及材料的錯誤或遺漏而直接或間接導致或相關的任何及所有責任或法律責任。MIACO Plus 不會就本網站內的資料及材料提供任何形式(不論是暗示、明示、法定或其他)的保證，包括但不限於就不侵犯第三者權益、所有權、可銷售性、品質滿意度、適合作某特定用途及免受電腦病毒侵害的保證，並特此聲明免除所有此等保證。

### **版權聲明**

本網站及其中的所有資料及材料的版權，均為 MIACO Plus、其特許發出人，及 / 或其專業顧問擁有。未獲得 MIACO Plus 的書面准許，本網站的任何部分或其中的任何資料或材料，不得以任何形式或方式複製、改編、傳達、傳送或分發，亦不可儲存在資訊檢索系統內，或以任何方式使用或處理。

### **法律責任的免除 / 免除法律責任**

在任何情況下，MIACO Plus 均不會就下列原因而導致或與下列原因相關的任何損害賠償、損失或開支（包括但不限於直接、間接、特殊、相應而生，或懲罰性的損害賠償），或任何經濟損失（包括但不限於利潤損失、生意損失、商機損失、商譽損失或償還費用）承擔任何法律責任：

- - 任何取覽、使用或不能取覽或使用本網站；
- - 對本網站的內容或材料或其任何部份的任何依賴；
- - 任何系統、伺服器或連接故障、錯誤、遺漏、中斷或取用失效，或任何傳輸延誤或任何電腦病毒；或
- - 任何使用或取覽由本網站以超連結至的任何網站，

不論 MIACO Plus 或其代理或僱員有否獲悉會有該等損害賠償、損失及 / 或開支的可能，也不論該等損害賠償、損失，及 / 或開支是否在 MIACO Plus 或其代理或僱員的預料中（不管預料是否實際、主觀、客觀或合理）。任何其他網站的任何超連結並不代表對這些網站的認可或核實，閣下須獨自承擔使用或取覽這些網站的風險。本條款會在法律容許的最大限度下生效。

#### **管轄法律及司法管轄權**

閣下特此同意，這些「取覽條件」及閣下取覽及 / 或使用本網站的直接或間接服務，會受到香港特別行政區的法律管轄，而閣下同時特此不可撤銷地接受香港法院的非專屬司法管轄權所管轄。

如果本條款及細則的中、英文本有任何衝突或者不符，應以英文本為準。如果中文本的任何部分有不清晰之處，應參照英文本。

# MIACO Plus Online Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE MIACO Plus SITE. BY USING THE MIACO Plus SITE YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS OF USE. IF YOU CHOOSE NOT TO BE BOUND BY THE FOLLOWING TERMS OF USE THEN MIACO Plus HONG KONG LIMITED DOES NOT GRANT YOU THE RIGHT TO USE THE MIACO Plus SITE AND YOU MUST NOT USE THIS SITE.

MIACO Plus may vary these terms of use at any time. By continuing to use the site after the terms have been varied you agree to be bound by the variation.

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## Terms & Conditions of Sale

This ticket is sold by MIACO Plus as an agent for the organization (“seller”) responsible for the event. All claims are the sole responsibility of the seller. The ticket is sold subject to the following conditions:

1. Participating in Ticket Presale will regard as purchasing tickets. All confirmed participation must finish the payment inside payment period. Otherwise, will backlist. MIACO Plus may ban or cancel his/her participation and payment.
2. No refund on any ticket except in the instance that the event is cancelled or in accordance with applicable laws in the region of purchase and at the discretion of the promoter. Service charges are not refundable.
3. The right is reserved to charge a fee for the replacement or exchange of tickets, subject to availability and seller’s policy.
4. The right is reserved to add, withdraw or substitute artists and / or vary advertised programs, price, seating arrangements and audience capacity.
5. The right of admission is reserved and is subject to the seller’s and the venue’s terms of admission, copies of which are available on request. Late arrivals may result in non-admittance until a suitable break in the performance.
6. Cameras, audios and video recorders may not be permitted.
7. Concession ticket holders must produce acceptable proof of identity / age.

8. Entry must be refused if tickets are damaged or defaced or are not purchased from MIACO Plus or other authorised agent.
9. To combat copyright piracy and prevent illegal video recording, starting from 1 April 2001, it is an offence for any person to bring video recording equipment into places of public entertainment without authorization from the management. These places include cinemas, theatres and concert halls. Offenders may be subject to a maximum fine of HK\$50,000 and 3 months imprisonment. The manager of the concerned places may refuse entry of any person who possesses such equipment.
10. The Site may have reference or link to Third-Party Sites. MIACO Plus has no control over these Third-Party Sites or the content within them. MIACO Plus cannot guarantee that the content contained in these Third-Party Sites is complete, accurate, and / or legal. MIACO Plus does not warrant that these Third Party Sites will not contain viruses or otherwise impact your computer. By using the Site to purchase products, search, or link to Third-Party Sites, you agree and understand that you may not make any claim against MIACO Plus for any damages or losses, whatsoever, resulting from your use of the Site or Third Party Sites.

## **Privacy Policy**

MIACO Plus respects the privacy of all our customers and business contacts, and is committed to safeguarding the personal information you provide to us in complying with the requirements of the Personal Data (Privacy) Ordinance. Please read this Privacy Policy to learn more about the ways in which we collect, use and protect your personal information. We want you to fully understand our privacy practices.

By visiting, using and / or accessing this website in any way, you agree to be bound by the terms and conditions of the Privacy Policy. If you do not agree with any of the terms and conditions, please do not visit, use and / or access the site. The Site also contains links to other web sites. MIACO Plus is not responsible for the privacy practices or the content of such other websites.



## **Overview**

This Privacy Policy applies to the services available on or through MIACO Plus's website at [www.miaco-plus.com](http://www.miaco-plus.com) and all related domains and sub-domains ("Site").

This Privacy Policy describes the information that we collect from you and how we may deal with that information, in the course of our normal business operations.

Access to and use of the services available on or through the Site is conditional upon acceptance of MIACO Plus's Conditions of Access, into which this Privacy Policy is incorporated by reference and which this Privacy Policy is an integral part of. By accessing and / or using the services available on or through the Site, you are expressly agreeing to the Conditions of Access and expressly consenting to our use and disclosure of your personal information in accordance with this Privacy Policy. If you do not agree to the Conditions of Access and / or do not consent to such use and disclosure, please cease to access or use the services available on or through the Site.

## **Information Collection**

MIACO Plus is one of Hong Kong's largest ticketing businesses. In order to provide customers with a quality ticketing service, we offer customers the ability to purchase tickets / products through different sales channels. These sales channels use different ways to collect personal information about MIACO Plus customers. Generally, the personal information is collected directly from you at the time you make a booking, when you subscribe to MIACO Plus or when you have other dealings with us.

We collect information include name, contact details (like phone number), email address, postal address, transaction details including payment relating to your purchase and any preferences you select but will vary depending on your dealings with MIACO Plus and the products, services and benefits we (or our agents and affiliated partners) provide to you.

## **The Use of Personal Information**

We use your personal information for the purposes of our normal business operations including but are not limited to : resolving disputes; troubleshooting problems; helping promote secure trading; collecting fees owed to us; measuring consumer interest in our products and services; informing you about presales, offers, products, services, and updates; customising and optimising your experience on the Site; detecting and protecting us against error, fraud and other criminal activity; and such other purposes as may be notified to you at the time of collection of the information.

Under some circumstances, we may require and use your certain financial information (including credit card information) only to verify the accuracy of your name, address, and other information, and to bill you for your use of our services. We automatically track certain information based upon your behaviour on the Site. We may use this information to do internal research on our user's demographics, interests, and behaviour to better understand, protect and serve our users in general and you in particular. This information may include the URL that you just came from (whether this URL is on the Site or not), which URL you next access (whether this URL is on the Site or not), your computer browser information, and your IP address.

## **Sharing with and Disclosure to Third Parties**

As a matter of policy, your personal information will not be shared or disclosed to third parties (whether for their marketing purposes or otherwise) without your consent. However, we reserve the right to disclose your personal information as required in the normal course and scope of our business in the provision of our services, and where required by applicable law, statute, governmental order or court order.

## **Security**

We use industry standard practices to protect your privacy and personal

information, in such manner and to such extent as we deem appropriate. However, we do not guarantee in any way, and you should not expect, that your personal information or private communications will always remain private and / or safe from any abuse or misuse by third parties.

Your information is stored on MIACO Plus's servers located in Hong Kong. We use such procedural and technical safeguards as we deem necessary to protect your privacy and to protect your personal information against loss, theft and unauthorised access and disclosure. Such safeguards include but are not limited to the use of encryption, firewalls and Secure Socket Layer technology. We will also employ the appropriate security techniques to protect data against loss, theft, and unauthorized access by users inside and outside MIACO Plus.

MIACO Plus protects the personal information it collects in a secure database with important information being encrypted, and the database servers are hosted in a protected data centre. MIACO Plus employees are required, as a condition of their employment, to treat personal information held by MIACO Plus as confidential, and to maintain the confidentiality of that personal information.

However, please note that "perfect security" does not exist. Accordingly, MIACO Plus does not represent or warrant that there will not be, and hereby disclaims any responsibility or liability directly or indirectly arising out of or in connection with, any loss, theft, or unauthorised access, use or disclosure of any information held or maintained by us.

# CONDITIONS OF ACCESS

Access to and use of the services available on or through this site is conditional upon acceptance of these Conditions of Access (which incorporate by reference MIACO Plus's Privacy Policy). By accessing and / or using the services available on or through this site, you are expressly agreeing to these Conditions of Access and expressly consenting to our use and disclosure of your personal information in accordance with the Privacy Policy. MIACO Plus forbids the use of any robot, spider, automatic device, manual process, software or routine which may interfere with the proper operation of this website or any transactions being conducted on this website. If you do not agree to these Conditions of Access and / or do not consent to such use and disclosure, please cease to access or use the services available on or through this site.

## **Disclaimer**

The information and materials contained in this website, including but not limited to the text, graphics and hyperlinks, are provided on an "as is", "as available" basis. MIACO Plus does not warrant the accuracy, adequacy, completeness or timeliness of, and expressly disclaims any and all responsibility or liability directly or indirectly arising out of or in connection with any errors or omissions in, all such information and materials. MIACO Plus does not give any warranty of any kind (whether implied, express, statutory or otherwise), including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials on this website, and hereby disclaims all such warranties.

## **Copyright Notice**

The copyrights in this website and all information and materials contained in it are

owned by MIACO Plus, its licensors and / or its professional advisors. No part of this website or of any information or materials contained in it may be reproduced, adapted, communicated, transmitted or distributed in any manner or by any means, stored in an information retrieval system or otherwise used or dealt with in any way, without the written permission of MIACO Plus.

### **Exclusion of Liability**

MIACO Plus shall in no event be liable for any damages, loss or expense (including but not limited to direct, indirect, special, consequential or punitive damages), or any economic loss (including but not limited to loss of profits, loss of business, loss of opportunities, loss of goodwill or cost of cover) arising in any way from or in connection with:

- - Any access, use or inability to access or use this website;
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