



SmarTone-Vodafone HK Challenge 2011 – Entry Form

- A team consists of five people
- As part of the cost, all team members are equipped with specialist event gear including: running suits, water bottles, compasses, medical equipment and all event equipment.
- Teams must arrive and be registered between 3pm – 5pm on 13th October 2011 and may be required to undertake a stage beginning any time after dinner on that evening.
- Prize-giving will take place on 15th October 2010 between 6pm – 8pm
- Terms and Conditions of Entry apply and are on the bottom of this entry form. They are also available on our website at www.bamboo.com.sg
- By submitting a completed entry form, the undersigned company agrees that its entry into an Event shall be subject to the Terms and Conditions of Entry.

Cost per team (including all food, accommodation and equipment):

OPTION	Team entry fee
1 Team	HK\$83,000
2 Teams	HK\$161,000
3 Teams	HK\$234,000

- The organisers make a donation of HK\$10,000 per team to charity irrespective of your booking price

Number of Teams	
Acceptance of Terms and Conditions (please tick)	TOTAL COST

Team Captain / Manager	Signed on behalf of participating company by:
Name:	Name:
Job Title:	Job Title:
Company:	Company:
Address:	Signed:
	Date:
Postal Code:	e-mail:
E-mail:	Notes:
Direct Line:	

PLEASE SIGN AND FAX THIS FORM BACK TO +65 6324 7139

SmarTone-Vodafone HK Challenge – Terms and conditions of entry

DEFINITIONS

"AEG" means Asian Events Group HK Ltd trading as Bamboo, a Hong Kong registered company.

"Company" means a company, partnership or public sector organization that enters a Team of Participants in an Event.

"Conditions of Entry" means these terms and conditions of entry for an Event.

"Entry Form" means the official entry form for an Event.

"Event Rules" means the rules of participation in the event as published on the Event website

"Event" means an official competition staged by AEG or their authorized agents as described in the Entry Form.

"Fees" means the total entry price for all Teams including substitutes entered into an Event by Company as set out in the Entry Form.

"Participant(s)" means the full-time employee(s) of Company or the full-time employee(s) of an organisation which is the guest of Company (or other individual with whom Company or its guest organisation has contracted to provide services) who is participating in an Event, or such part-time employee(s) of Company or its guest organization given special dispensation by AEG as provided for in clause 1.6 below.

"Participant's Medical Waiver and Consent Form" means the same named form published on www.bam-boo.com.sg

"Team(s)" means the number of Participants set out on the Participant's Medical Waiver and Consent Form submitted by Company to AEG

1. PARTICIPATION AND COMPANY OBLIGATIONS

1.1 The Company agrees to abide by these Conditions of Entry and the Event Rules as notified by AEG prior to an Event and furthermore will endeavour to ensure that each Participant abides by these Conditions of Entry and the Event Rules. The Company shall not be entitled to a refund of the Fees or any part thereof if a Team or individual Participant is disqualified from an Event by AEG as a result of a violation of these Conditions of Entry or the Event Rules.

1.2 The Company acknowledges that participation in an Event will be physically strenuous for all Participants and shall ensure Participants are physically capable of competing in such an Event and will obtain from each Participant a signed Medical Waiver and Consent Form prior to an Event.

1.3 Only those Participants who have signed the Participant's Medical Waiver and Consent Form and returned the same to AEG will be allowed to take part in an Event.

1.4 While AEG will endeavour to take every care with the staging of an Event, the Company and the Participants acknowledge that Event activities can require strenuous physical exertion in potentially dangerous environments and may cause serious injury to Participants. AEG does not provide personal accident insurance in relation to the Participant or his/her property. It is advised that the Company and/or the individual Participant, as the case may be, should take out their own personal accident insurance at their own costs.

1.5 It is expressly understood and agreed that AEG shall rely upon Participants' signed Medical Waiver and Consent Form in permitting Participants' participation in an Event. AEG does not conduct medical screening of the Participants. Accordingly, to the extent permitted by law, AEG will not be liable for any harm or injury to Participants or any loss or damage whatsoever to Participants' property caused by their participation in an Event other than as caused by AEG's gross negligence or wilful misconduct in conducting an Event.

1.6 All Participants must be full-time employees of the Company or full-time employees of an organisation which is the guest of the Company. Special dispensation for part-time employees may be sought from AEG, who will reserve the right and the absolute discretion to decide whether to accept or refuse any such person's participation in an Event.

2. BOOKINGS AND PAYMENTS

2.1 Upon receipt of a completed Entry Form, AEG will issue an invoice to the Company for full payment of the Fees.

2.2 Subject to clause 2.3 the Company shall within 30 days from date of invoice pay the Fees and in any event AEG must receive full payment prior to an Event. All cheques should be made payable to "Asian Events Group HK Limited"

2.3 The Company and/or its Participants and Teams shall not be eligible to compete in an Event until full payment of the Fees has been received by AEG. No payment shall be deemed to have been received until AEG has received cleared funds.

3. WITHDRAWALS AND CANCELLATIONS

3.1 The Company may withdraw from an Event at any time, subject to the following provisions of this clause.

3.2 If the Company withdraws 180 days or more before an Event, then AEG shall refund 50% of the Fees paid. If the fees have not been paid, the Company will still be liable to pay 50% of the Fees.

3.3 If the Company withdraws 180 days before an Event, AEG shall not be liable to refund any of the Fees. However, the Company shall have an option to have 70% of the Fees paid credited to its team entry fees for an event taking place the following year. The Company shall notify AEG in writing of its exercise of the option within 90 days of the notification of cancellation. This option shall lapse if not exercised within the time specified herein.

3.4 Notice of withdrawal must be sent in writing to AEG at the address stated on the reverse of this form or by e-mail to robert@bam-boo.com.sg. Withdrawals will not be accepted by telephone. Withdrawal will only be effective upon written confirmation issued by AEG

3.5 AEG reserves all rights to change an Event format, date, time or to cancel an Event. If an Event is cancelled by AEG, a full refund of the Fees paid will be made

to Company. AEG assumes no other responsibility, obligation or liability as a result of the change or cancellation of an Event.

4. ORGANIZERS' LIABILITY

4.1 The aggregate liability of AEG in respect of any loss or damage whatsoever suffered by Company and/or any Participant arising out of or in connection with these Conditions of Entry or an Event, whether in contract, tort (including negligence) or for breach of any duty, obligation or otherwise, shall not exceed the amount of the Fees actually paid by Company to AEG pursuant to these Conditions of Entry.

4.2 AEG, their officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of any duty, obligation or otherwise for:

4.2.1 any loss or damage of personal equipment or property belonging to Company and/or a Participant;

4.2.2 any economic losses of whatsoever nature (including, without limitation, loss of revenues, profits contracts, business or anticipated savings);

4.2.3 any loss of goodwill or reputation; or

4.2.4 any special, indirect or consequential damages (in any case whether or not such damages were within the contemplation of the parties at the date Company submitted the Entry Form) suffered or incurred by Company and/or a Participant arising out of a Participant taking part in an Event or any other matter arising under these Conditions of Entry.

5. PUBLICITY AND RESULTS

5.1 The Company acknowledges that all Participants must sign and return the Participant's Medical Waiver and Consent Form consenting to being photographed, filmed, or recorded by AEG, or anyone authorized by them and the use and reproduction of their likeness in film, brochures or recordings. All copyright and other intellectual property rights in this regard shall become the property of AEG

5.2 If Company does not wish its Participants to be photographed or otherwise recorded for security or other purposes, Company shall notify AEG in writing prior to an Event and AEG will take such reasonable steps as it deems appropriate to stop photographs or recordings of such Participants from being taken and/or published. AEG shall not be liable for any loss or damage in an Event that the photographs or recordings are taken and/or inadvertently published by any person(s) or any unauthorized publication.

5.3 AEG shall make all Event results available to Company and Participants.

5.4 All decisions and rulings by the independent arbiter at AEG relating to an Event are considered final and binding on all interested parties.

6. DATA USE

AEG will only use information relating to a Participant where he has agreed to such use in the Participant's Medical Waiver and Consent Form.

7. GENERAL

7.1 These Conditions of Entry and the documents referred to therein, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to an Event. Company acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Conditions of Entry.

7.2 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

7.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

7.4 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between all the parties hereto and signed by their duly authorized representatives.

7.5 If any provision of these Conditions of Entry (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the remaining provisions shall remain in force.

8. GOVERNING LAW AND JURISDICTION

This agreement is construed in accordance with and governed by the laws of Hong Kong, Special Administrative Region of the People's Republic of China. The parties irrevocably submit to the non-exclusive jurisdiction of its courts.