

## TERMS AND CONDITIONS

### I. INTRODUCTION

1. Party Macau is a service provided and operated by Party Macau Ltd, a company incorporated under the Laws of Macau, SAR, China, Reg No: 67809 SO, having its registered office address at Rua de Braganca No. 120, Y. Edif. Taipa, Macau. In these Terms and Conditions (“these Terms”), “**Party Macau**”, “**Party Macau Ltd.**”, “**We**”, “**Us**” and “**Our**” shall be construed as reference to Party Macau Ltd. In these Terms “**You**”, “**Your**”, “**Client**”, “**Clients**” or “**Participants**” is reference to the person making and confirming the booking as well as all persons included in the booking and/or participating in the arrangements made pursuant to the booking.

2. These Terms shall apply to all the bookings under Party Macau whether or not they were made via the website [www.party-macau.com](http://www.party-macau.com).

3. These Terms shall apply to any arrangements, events and/or services (hereinafter for short “arrangements”) you have booked with or purchased from Party Macau, and govern the contractual relationship between you and Party Macau with respect to any arrangements offered by Party Macau.

4. By booking any arrangement with Party Macau you acknowledge that  
(i) You have read and understood these Terms, and  
(ii) Indicated your acceptance of and agree to be bound by these Terms.

5. If you have confirmed a booking for any arrangement with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all clients named in the booking (including minors and those under a disability) and travelling on or otherwise participating in any arrangement and by such participation, in any event, all participants indicate their unequivocal assent to these Terms. The client who confirmed the booking is deemed to be the “Primary customer” and the designated contact person for all other clients named in such booking.

6. These Terms constitute the entire agreement between the client and Party Macau with respect to the subject matter of the booking and arrangements and shall supersede all prior agreements, representations and understandings of the parties, written or oral.

### II. THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when Party Macau has received the applicable deposit payment (or other payment) from you and you have received written confirmation from Party Macau of such booking. The Client confirming the booking must be no less than 18 years of age and warrants that he has provided full, complete and accurate information as required or requested by Party Macau to confirm such booking. Any Client confirming a

booking for any arrangement with more than one Client named and booked on such booking represents and warrants to Party Macau that:

- i) They have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so.
- ii) The information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Party Macau for the purposes of completing the booking.
- iii) They will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with Party Macau.

### III. PAYMENT OF AMOUNTS DUE

A non-refundable 50% deposit is required to be paid to secure booking as described in the confirmation details. The remaining balance must be paid no later than 14 days from booking date for commencement of the arrangements. Reasonable changes to the arrangements and quantity of participants are permitted at any time up to 14 days prior to commencements of the arrangements. Payments can be made through bank or PayPal. If you fail to make any payment by requested date, we reserve the right to cancel any bookings made, whereby the deposit will not be refundable.

Party Macau does not require or obtain credit card details from the Client. However for certain arrangements, the service provider requires the client to provide credit card details and specific authority for charging an amount against such credit card against the expenses or damages during such stay, which the Client is obliged to provide in order to avail of the facilities. Party Macau will not be responsible for any charges levied or charged by such service providers to the client as a result of divulgence of credit card details and authority to charge or debit such amounts against the said credit cards and the client will not be entitled to make any claim against Party Macau in relation to such charges levied or made.

### IV. SPECIAL REQUESTS AND EXTENSIONS

If you have any special requests, you can advise us in writing at the time of booking. Although we will endeavor to pass any reasonable requests on to the relevant service providers, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. Confirmation that a special request has been noted or passed on to the service providers or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Any additional costs will be invoiced to you prior to the commencement of your arrangements. Should any additional charges, which are not included in the total price that is

stated on our confirmation invoice become payable (for example costs relating to a special request made by you), a revised invoice will be sent to you showing the extra charge. The additional or revised charge is payable prior to the commencement of the arrangement.

Extension of any arrangement for any duration will be at our sole discretion and subject to availability of the services, facilities and personnel. In such event, the additional cost per hour will be required to be paid by the client prior to any such extension.

## V. PRICING POLICY

Prices quoted on our website are indicative and are subject to currency fluctuations. Prices quoted to you at the time of your enquiry are correct to the best of our knowledge at that time. Prices are also subject to change at any time prior to commencement of your arrangements. We will advise you of any change in price or error of which we are reasonably made aware of prior to the commencement of your arrangements. We reserve the right to make changes to and correct errors in prices at any time before we receive your booking confirmation. Once you have booked your arrangements, then subject to other clauses in these booking conditions, the price will not change.

## VI. WEBSITE DESCRIPTIONS AND QUOTES

All website descriptions and quotes are made in good faith and every reasonable care is taken to ensure their accuracy. However, errors may occasionally occur. We reserve the right to make changes to and correct errors in our website descriptions and quotes at any time.

## VII. CHANGES AND CANCELLATIONS BY US

We reserve the right to make changes to and correct errors in our website and other literature both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we endeavor to avoid changes and cancellations, we reserve the right to do so. Most changes are minor. Party Macau will not cancel an arrangement once confirmed, in accordance with these Terms, except for unusual or unforeseen circumstances outside of the reasonable control of Party Macau. If any arrangement is cancelled or altered by Party Macau for any reason whatsoever, you shall have the choice of the following options, which you will be required to exercise within the time indicated by us. If you fail to exercise the option within the stipulated time you will be bound by the option exercised by us on your behalf.

The options are:

- (i) Accept the changed arrangements.
- (ii) Purchase alternative arrangements from us, of a similar standard to that originally booked, if available. You must pay the applicable price of any such arrangements. This will mean paying more if it is more expensive or receiving a refund if it is cheaper.

(iii) Cancel or accept the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

In no circumstances shall Party Macau be liable to pay any amount either by way of damages or otherwise over and above the refund of all monies paid in case of any cancellation or alteration. Please note the above options are not available where any change made is a minor one. Except as otherwise expressly set out in these booking conditions our liability for significant changes and cancellations is limited to the above mentioned options. Party Macau is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, insurance, vaccinations, non-refundable flights, hotel accommodation, or other fees, loss of earnings, or loss of enjoyment, etc. When a cancellation or material change is made on account of Force Majeure as hereinafter defined, the client will be entitled to refund only to the extent Party Macau is entitled to a refund from its own service providers.

Force Majeure shall mean Act of God, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Party Macau or an event which Party Macau or the supplier of services, even with all due care, could not foresee.

#### VIII. CURTAILMENT OF SERVICES DURING AN ARRANGEMENT

Where during an arrangement a significant element of the arrangement (s) as described cannot be provided by Party Macau, Party Macau will endeavor to make suitable alternative arrangements for the continuation of the arrangement (s). If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, Party Macau will provide the Client a refund only to the extent of an un-provided part of the arrangement, which shall be in Party Macau's sole discretion. If the curtailment is on account of Client's own acts or omissions, we will not be liable to provide any refund.

#### IX. WEATHER CONDITIONS

The provision of favorable weather to allow you to take part in your chosen arrangements does not form part of our contractual obligations to you. There is always the risk that you may be unable to take part in weather dependent activities or delay arrangements due to poor weather. If this occurs, you will not be entitled to change or cancel your arrangements without paying the fees set out in the booking confirmation. Under the circumstances of Typhoon 8 and above, all bookings will be cancelled, and further re-arrangement of activities or refund can be negotiated.

## X. UNUSED SERVICES

Party Macau shall not offer or pay any discounts or refunds for missed or unused arrangement or services which were missed or unused by the Client due to no fault of Party Macau, which shall include any termination of the Client's participation in the arrangement due to the Client's own fault, negligence or breach of these Terms.

## XI. PARTY MACAU 'S LIABILITY

Our agreement with you and the service we provide to you is to source and book the arrangements for you. We promise to use all reasonable skill and care in selecting the service providers (s) who will provide your arrangements. We have no responsibility for the provision of the actual arrangements themselves or for the acts or omissions of the service provider(s) concerned or any of its employees, agents, service providers or subcontractors. We will not be responsible for any claim made against us unless it is expressly proved that we have failed to exercise reasonable skill and care in selecting the service provider. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of any person(s) affected or any member(s) of your party; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable; or Force Majeure

We cannot accept responsibility for any services, which do not form part of your arrangements with us. Any additional services or facilities, which is to be provided to you by a third party will not form part of our commitment to you, regardless of any wording used by us on our website, in any of our quotes or elsewhere. All reasonable skill and care shall be used to uphold our commitment to you as set out above.

The promises we make to you about the arrangements we have agreed to source and book as part of our agreement will be used as the basis for deciding whether the arrangements in question had been properly provided. If the particular arrangements that gave rise to the claim or complaint complied with local laws and regulations applicable to those arrangements at the time, the arrangements will be treated as having been properly provided. The maximum amount we may have to pay you for any claims you may make against us as will be as follows:

In no case would we be liable for any remote or indirect loss or damage sustained by you by reason of such breach. In the event of an event being cancelled or postponed, we cannot be held responsible for any costs incurred by the Client for travel, accommodation or any other related service. Decisions to move or cancel events are not under the organizer's control; therefore we are not liable and will not offer compensation or refunds of any costs incurred.

## XII. TERMS AND CONDITIONS OF SERVICE PROVIDERS

Independent service providers provide many of the services, which make up your booking. Those service providers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the service provider's liability to you. Copies of the relevant parts of these terms and conditions are available on request.

## XIII. LOSS AND DAMAGES

Party Macau shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in any arrangement. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. Party Macau cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Party Macau such as hotels, villas, vehicles, or any other mode of transportation. The Client acknowledges that the cost of the event does not include any insurance coverage for such Client, and that the Client is required to obtain separate coverage at an additional cost to the arrangement price.

## XIV. INSURANCE

You are advised to take out adequate personal insurance for your protection. Such insurance should cover the cost of cancellation by you and/or any member of your party and the cost of assistance, including repatriation in the event of illness or accident. We emphasize that some of the arrangements you may book are by their nature inherently dangerous and by participating in these you acknowledge and assume the inherent risks involved. We cannot be responsible for injury or loss suffered by you other than as expressly set out in these booking conditions. For this reason, we request that you be fully and adequately insured. Additionally, should you participate in events which do not form part of the booking with us, it should be understood that this is also at your own risk and it is your responsibility to obtain the relevant insurance. Please confirm with your Insurers that your insurance policy covers the activities you will be participating in.

## XV. BEHAVIOUR

(a). We or the service provider may terminate or curtail your arrangements if your behaviour or that of any members in the booking is in breach of any law, regulation or policy or is likely in our opinion to cause distress, damage, danger or to annoy customers, other members of the party, employees, service personnel, property or anyone else.

(b). When you book through us, you accept responsibility for the proper conduct of yourself and other members of the party during your stay. We or the accommodation provider or other service providers reserves the right to terminate the arrangement in question of any member of the party due to misconduct. You are also liable to make reimbursements to the accommodation provider or other service providers for any damage caused during your visit. Some service providers will require you to make a deposit at the time of arrival in order to cover potential damage. This deposit will be refunded when you leave provided that there is no damage to the service provider's facilities, and to be handled directly by the service providers.

(c). You agree to ensure that all members of the party comply with all event timetables of the events. Failure to keep to the timetables may result in either discontinuation of the event; shorten in event activities or cancellation of the said event. We will not be liable for any refund, compensation or any costs that may be incurred by you as a result.

(d). You agree to ensure that all members of the party act at all times in a safe responsible manner and comply with all safety procedures, listen and be present at all safety and information briefings which are relevant to the arrangements booked.

(e). Many events and activities require a high level of concentration and the use of alcohol or drugs or being under the influence of alcohol or drugs whilst participating in such events is strictly forbidden. If you or any member of your party have, in the reasonable opinion of our service providers, been using alcohol or drugs or fail to act in a safe and responsible manner, they reserve the right to cancel your participation forthwith. In this event we will not be liable to pay you any refund, compensation or any costs incurred by you. As you are aware there are stringent penalties for use of drugs in Macau. We will not be responsible for any action adopted by the authorities against you for the of use drugs during the course of any arrangement.

## XVI. DAMAGES

The client will be liable for any damages whatsoever to any property or equipment of any service provider caused by the client or any persons in the client's party whether or not included in the booking during the use of the property during the course of any arrangement. Party Macau Ltd. is not liable for any damages made by client and friends at any service provider location, facilities or equipment.

## XVII. VISAS AND HEALTH REQUIREMENTS

It is the Primary Customer's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport into Macau due to failure on your part to carry correct documentation.

## XVIII. IMAGES AND MARKETING

The Client agrees that while participating in any Party Macau arrangement, images, photos or videos may be taken by other Clients and/or Party Macau representatives that may contain or feature the Client in part or in whole. Party Macau reserves the right to have its photographer/s present at all arrangements with the further right to capture either still or moving images on medium of Party Macau's choice. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to Party Macau, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client. Party Macau accepts no liability for any dissemination or distribution of photographs or images taken during the course of any arrangement either by its own or other photographers or persons present at such arrangement.

## XIX. REFUSAL OF SERVICE

Party Macau Ltd. retains the right to refuse service to any Client at any time, for any lawful reason whatsoever, in its sole discretion.

## XX. AMENDMENTS

Party Macau reserves the right to update and/or alter these Terms anytime, and shall post the amended Terms on the Party Macau website ([www.party-macau.com](http://www.party-macau.com)). Any such amendment shall take effect 3 days following their posting to the Website. The latest Terms, as amended, may be accessed any time on Party Macau website at [www.party-macau.com/terms](http://www.party-macau.com/terms) or will be sent to Client upon their written request to Party Macau.

## XXI. CONTRACT PARTIES, SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Party Macau and the Client and their respective heirs, legal personal representatives, successors and assigns, as well as anyone named in any booking made by the booking Client on whose behalf the Client is availing any arrangement through Party Macau.