

Terms of Use for HKJC Supplier Portal

Version date: 19 November 2015

By accessing and/or using HKJC Supplier Portal ("Platform"), you agree to comply with these Terms. The Hong Kong Jockey Club may amend these Terms from time to time, and such amendments will apply to you if you continue to access and/or use the Platform.

1. The Platform serves as a platform for the following purposes:
 - (i) for the application to register as a potential supplier to The Hong Kong Jockey Club, its subsidiaries and related entities (collectively and individually "the Club");
 - (ii) for a registered supplier to amend its registration details;
 - (iii) for the posting or communication of an intended procurement for the supply of goods and/or services by the Club, including but not limited to invitations to tender and requests for proposals;
 - (iv) for the submission of tenders, proposals, quotations, as well as related or similar documents and information by suppliers;
 - (v) for the processing of orders and payments for the supply of goods and/or services to the Club;
 - (vi) for the communication and service of notices in relation to the supply of goods and/or services to the Club; and
 - (vii) other related purposes as determined by the Club.
2. You will be provided with a set of log-in details (including passwords) for accessing the Platform. Such log-in details are confidential and personal to you and must not be disclosed or transferred. You must take sole responsibility over the security of such log-in details to prevent them from loss, misuse or unauthorised disclosure. You must report any such loss, misuse or unauthorised disclosure to the Club as soon as you become aware of it. The Club reserves the right to change or disable any log-in details at any time.
3. You must ensure that you have the appropriate hardware and software to enable you to access and use the Platform, and that such hardware and software as well as anything which you upload onto the Platform will not damage or prejudice the Platform.
4. Unless otherwise stated, all materials made available on the Platform by the Club are confidential and proprietary materials of the Club. You must not reproduce, communicate, alter or disclose such materials without the Club's prior written consent.
5. All postings and communications on and via the Platform shall be deemed to have been made, sent or received according to the date and time recorded by the Club's system. In case of dispute, the Club has the sole discretion in determination.
6. The Club may require any communications to the Club via the Platform to be encrypted and/or accompanied by an electronic signature or digital certificate.
7. The Club strives to maintain but gives no warranties as to the accuracy, availability and reliability of the Platform or the completeness and correctness of any information available on the Platform. Furthermore, the Club disclaims any responsibility for:
 - (i) failure, interruption, unavailability, delay or malfunction of the Platform;
 - (ii) incomplete or erroneous information;

(iii) incomplete transmission, damage to, distortion or loss of data; or

(iv) virus or malware attacks.

8. The Club may collect personal data of individuals via the Platform for the purposes of processing supplier registration, handling enquiries, and for communications relating to the supply or potential supply of goods and/or services to the Club. Where you provide personal data via the Platform voluntarily or on request, your personal data will be handled for the abovementioned purposes and in accordance with the Privacy Policy Statement of the Club which can be found at: http://www.hkjc.com/english/corporate/corp_privacy.asp.
9. If you fail to comply with any of these Terms, without prejudice to any other rights or remedies of the Club (which will include the Club's right to terminate your access and use of the Platform), you shall fully indemnify the Club against any loss, damage and cost which the Club suffers or incurs as a result.
10. The Club reserves the right to suspend or terminate the whole or part of the Platform, or in respect of all suppliers or any particular supplier, at its sole discretion without notice.
11. In case there is any conflict between these Terms and other express agreements governing the supply of goods and/or services to the Club, the latter will prevail.
12. These Terms will be governed by laws of Hong Kong and any disputes arising out of these Terms will be subject to the exclusive jurisdiction of the courts of Hong Kong.