English

Terms of Use

1. About This Website

This website (the “Website”) is operated by Next Innovate Limited（膳新有限公司）(“Next Innovate”, “we”, “us” or “our”).

By accessing or using the Website, you agree to these Terms of Use. If you do not agree, please discontinue use of the Website. Separate terms may apply to individual brands, reservations, purchases, events and other services.

2. Permitted Use and Intellectual Property

You may use the Website for lawful personal purposes and legitimate business enquiries. You must not misuse the Website, interfere with its operation or security, introduce harmful code, attempt unauthorized access, or submit unlawful, misleading or infringing material.

Unless otherwise stated, all text, photographs, videos, graphics, designs, logos and other materials on the Website are owned by, or licensed to, Next Innovate or the relevant rights holders.

You may view, download or print reasonable extracts for personal reference or internal business evaluation, provided that you do not modify the materials and retain all copyright and proprietary notices. Any other reproduction, publication, distribution, adaptation or commercial use requires prior written permission from the relevant rights holder, unless permitted by law or an applicable license.

Access to the Website does not grant any right to use a brand name, trade mark or logo.

3. Website Information and Brand Services

The Website provides general information about Next Innovate, its brands, projects and activities. We take reasonable care in preparing its content, but do not guarantee that all information is complete, accurate or up to date.

Menus, ingredients, prices, opening hours, locations, events and forthcoming projects may change. Photographs, renderings and descriptions may be illustrative. Please confirm information relevant to a reservation, purchase or visit directly with the relevant operator, including any allergy or dietary requirements.

Brands and services featured on the Website may be operated by separate legal entities. Their inclusion does not, by itself, make Next Innovate Limited the contracting party for every service.

A general enquiry does not constitute a confirmed reservation, purchase or other commitment. Bookings and transactions are subject to the relevant operator's terms, including confirmation, payment, cancellation, refund and no-show conditions.

4. Third-Party Websites and Content

The Website may contain external links, booking tools, social media features and embedded content. Unless expressly stated, their inclusion does not constitute our endorsement.

We do not control third-party websites or services and are not responsible for their content, availability, security or privacy practices. Your use of them is subject to their respective terms and privacy policies. Third-party content remains subject to the rights and license conditions of its owners.

5. Enquiries and Submissions

Please provide accurate and relevant information when contacting us. You should only submit another person's personal data if authorized to do so.

Unless we have agreed otherwise in advance, please do not submit confidential proposals, proprietary concepts or commercially sensitive materials through general enquiry channels. An unsolicited submission does not, by itself, create a confidentiality obligation.

Personal data submitted to us will be handled as described in Part B below and any applicable Personal Information Collection Statement.

6. Availability and Liability

We aim to maintain a reliable Website but do not guarantee uninterrupted, error-free or entirely secure access. We may update, suspend, restrict or withdraw all or part of the Website for maintenance, security, operational or other reasonable purposes.

To the extent permitted by law, we exclude warranties and conditions not expressly stated in these terms and will not be liable for indirect or consequential loss, or loss of profit, revenue, business opportunity or anticipated savings, arising from use of, or inability to use, the Website.

Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be

excluded or limited. Any exclusion or limitation applies only to the extent lawful and subject to applicable requirements of reasonableness. Your non-excludable statutory rights remain unaffected.

7. Governing Law

These Terms of Use are governed by the laws of the Hong Kong Special Administrative Region. Subject to any mandatory rights under applicable law, the courts of Hong Kong shall have non-exclusive jurisdiction over disputes relating to these terms.

If any provision is invalid or unenforceable, the remaining provisions will continue in effect. A failure or delay in exercising a right does not constitute a waiver.

Privacy Policy

8. Our Commitment

Next Innovate respects your privacy and handles personal data in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

This policy covers personal data handled by Next Innovate in connection with the Website, enquiries and related communications. Individual brands, external reservation platforms and other service providers may have separate privacy policies.

9. Information We Collect

Depending on your interaction with us, we may collect:

- Your name, email address, telephone number and other contact details.
- Company name, job title and business contact information relevant to a professional enquiry.
- Information provided through enquiry forms, correspondence, registrations or other requests.
- Subscription preferences, marketing consent and unsubscribe records.
- Technical and usage information collected through server logs, cookies or similar technologies, such as IP address, browser type, device information and pages visited.

Technical information may constitute personal data where it identifies you or can reasonably be linked to you.

Providing personal data is generally voluntary. Where information is required to handle a request, we will identify it at collection and explain the consequences of not providing it.

10. How We Use Personal Data

We may use personal data to:

- Respond to enquiries, requests and feedback.
- Process registrations and manage requested services.
- Communicate about business relationships and potential collaborations.
- Operate, secure, analyze and improve the Website.
- Send direct marketing where applicable consent requirements have been met.
- Meet legal and regulatory obligations, resolve disputes and establish, exercise or defend legal rights.

We use personal data for the purposes for which it was collected, or directly related purposes, unless we obtain your prescribed consent or another use is permitted or required by law. Where appropriate, a separate Personal Information Collection Statement will be provided at collection.

11. Disclosure and Overseas Processing

Where necessary for the purposes above, we may disclose relevant personal data to:

- Authorized personnel and relevant group companies or brand-operating entities.
- Service providers acting on our behalf, including hosting, IT, storage, analytics, communications and administrative providers.
- Professional advisers.
- Courts, regulators, law enforcement agencies or other parties where disclosure is permitted or required by law.
- Relevant parties to a lawful corporate restructuring, merger or business transfer, subject to appropriate confidentiality safeguards.

We limit disclosure to what is necessary and take practicable steps to require service providers to protect personal data and use it only for authorized purposes.

Where service arrangements involve processing or storing personal data outside Hong Kong, we will take practicable steps to protect it in accordance with the Ordinance, including appropriate contractual safeguards where relevant.

Providing personal data to another party for that party's own direct marketing is subject to separate notification and consent requirements.

12. Direct Marketing

With your consent, we may use your name, email address, telephone number and communication preferences to send news, invitations and promotional information about Next Innovate and its dining, coffee, hospitality and cultural offerings.

Before doing so, we will explain the intended use and provide a means to indicate your consent. Silence, inactivity, browsing the Website or accepting these Terms of Use does not, by itself, constitute marketing consent.

You may opt out at any time, free of charge, through the unsubscribe option in our communications or by contacting us. Opting out will not affect our handling of your enquiries or services you have requested.

13. Cookies and Similar Technologies

The Website may use cookies and similar technologies to support its operation, remember preferences and understand website usage. Third-party analytics tools and embedded content, where used, may also collect information about your interactions.

We will provide further information and consent controls where appropriate to the technologies used and applicable requirements. You may manage cookies through your browser settings and any website controls provided. Disabling certain cookies may affect functionality.

14. Security and Retention

We take reasonably practicable technical and organizational measures to protect personal data against unauthorized or accidental access, processing, erasure, loss or use. Access is restricted to authorized persons who need it for legitimate purposes.

No internet transmission or electronic storage system is entirely secure. Please avoid sending sensitive personal information through general enquiry forms or unsecured email unless we have requested it and provided an appropriate channel.

We retain personal data only as long as necessary for its collection purposes, taking account of applicable legal, regulatory and record-keeping requirements. When no longer required, we take practicable steps to erase it securely or render it anonymous.

15. Access, Correction and Other Requests

Subject to the Ordinance, you may request access to personal data we hold about you and correction of inaccurate data.

We may request information reasonably necessary to verify your identity and locate records. Requests will be handled within applicable statutory time limits. Where permitted by law, we may charge a non-excessive fee for complying with a data access request.

You may also request cessation of direct marketing or deletion of personal data no longer required. Deletion requests will be assessed against continuing legal obligations and legitimate retention needs.

Part C — Updates, Contact and Language

16. Updates

We may update these Terms of Use and Privacy Policy. The latest version and revision date will be published on the Website, with additional notice of material changes where appropriate.

Updated terms apply to Website use from the stated revision date and do not, by themselves, change existing confirmed bookings or transactions. Where a change in personal data use requires additional notice or consent, we will provide that notice or obtain the required consent before proceeding.

17. Contact Us

For website enquiries, content permissions or personal data requests, please contact:

Next Innovate Limited（膳新有限公司）
Email: info@nextinnovate.com
Address: Level 20, Somptueux Central, 52 Wellington Street, Central, Hong Kong

Please indicate whether your enquiry concerns website use or personal data.

18. Language

This document is available in English and Traditional Chinese. In the event of any inconsistency, the English version shall prevail.

繁體中文

網站使用條款

1. 關於本網站

本網站由膳新有限公司（Next Innovate Limited，下稱「膳新」、「本公司」或「我們」）營運。

閣下瀏覽或使用本網站，即表示同意本《網站使用條款》。如不同意，請停止使用本網站。個別品牌、訂座、購物、活動及其他服務，可能另有適用條款。

2. 網站使用及知識產權

閣下可為合法的個人用途及正當商務查詢使用本網站。閣下不得濫用本網站、干擾其運作或安全、引入有害程式碼、嘗試未經授權存取系統，或提交違法、誤導或侵權內容。

除另有註明外，本網站的文字、照片、影片、圖像、設計、標誌及其他材料，均由膳新或相關權利人擁有，或已獲授權使用。

閣下可瀏覽、下載或列印合理數量的節錄，作個人參考或內部業務評估之用，惟不得修改內容，並須保留所有版權及專有權利聲明。除法律或適用授權條款允許外，任何其他複製、發布、分發、改編或商業使用，均須事先取得相關權利人的書面許可。

瀏覽本網站並不賦予閣下使用任何品牌名稱、商標或標誌的權利。

3. 網站資料及品牌服務

本網站提供有關膳新、旗下品牌、項目及活動的一般資料。我們以合理謹慎的態度編製內容，但不保證所有資料均屬完整、準確或最新。

餐單、食材、價格、營業時間、地點、活動及籌備中項目的資料可能有所更改。照片、效果圖及描述可能僅供示意。如資料會影響閣下的訂座、購物或到訪，請直接向相關營運方確認，包括食物過敏及飲食要求。

本網站介紹的品牌及服務，可能由不同法律實體營運。品牌或服務在本網站出現，本身並不代表膳新有限公司是相關服務的合約訂約方。

一般查詢不構成已確認的訂座、購買或其他承諾。預訂及交易須遵守相關營運方的條款，包括確認、付款、取消、退款及未有到場的處理安排。

4. 第三方網站及內容

本網站可能載有外部連結、訂座工具、社交媒體功能及嵌入式內容。除另有明確說明外，提供該等內容並不代表我們予以認可。

我們不控制第三方網站或服務，亦不對其內容、可用性、安全或私隱處理方式負責。閣下使用該等網站或服務，須遵守其各自的條款及私隱政策。第三方內容仍受其權利人的權利及授權條款規限。

5. 查詢及提交資料

聯絡我們時，請提供準確且相關的資料。如提交他人的個人資料，閣下應先取得適當授權。

除非我們事先另有協議，否則請勿透過一般查詢途徑提交機密建議、專有概念或商業敏感資料。主動提交未經邀請的資料，本身並不使我們承擔保密責任。

所提交的個人資料將按照下文乙部及任何適用的《收集個人資料聲明》處理。

6. 網站運作及法律責任

我們致力維持本網站的穩定運作，但不保證網站可持續、不間斷、毫無錯誤或絕對安全地供閣下使用。因維護、保安、營運或其他合理需要，我們可能更新、暫停、限制或停止提供全部或部分網站內容。

在法律允許的範圍內，我們不提供本條款未有明確列出的保證或條件，亦不就因使用或無法使用本網站而引致的間接或相應損失，或利潤、收入、商機及預期節省款項的損失承擔責任。

本條款概不排除或限制因疏忽引致死亡或人身傷害的責任、欺詐或欺詐性失實陳述的責任，或任何依法不得排除或限制的責任。任何免責或責任限制，僅在合法及符合適用合理性要求的範圍內生效。閣下依法不得排除的法定權利不受影響。

7. 適用法律

本《網站使用條款》受香港特別行政區法律管限。在不影響適用法律下任何不可排除的權利的前提下，香港法院對有關爭議具有非專屬司法管轄權。

如任何條文無效或不可執行，其餘條文仍然有效。未有或延遲行使任何權利，並不構成放棄該權利。

私隱政策

1. 我們的承諾

膳新尊重閣下的私隱，並按照香港法例第486章《個人資料（私隱）條例》（下稱「《條例》」）處理個人資料。

本政策適用於膳新就本網站、查詢及相關通訊處理的個人資料。個別品牌、外部訂座平台及其他服務供應商，可能另有私隱政策。

2. 我們收集的資料

視乎閣下與我們互動的方式，我們可能收集：

- 姓名、電郵地址、電話號碼及其他聯絡資料。
- 與專業查詢相關的公司名稱、職銜及商務聯絡資料。
- 透過查詢表格、往來通訊、登記或其他要求提供的資料。

- 訂閱偏好、促銷同意及取消訂閱紀錄。
- 透過伺服器紀錄、Cookie 或類似技術收集的技術及使用資料，例如 IP 地址、瀏覽器類型、裝置資料及瀏覽頁面。

如技術資料可識別閣下身分，或可合理地與閣下連繫，便可能構成個人資料。

提供個人資料一般屬自願性質。如某些資料是處理要求所必需，我們會在收集時註明，並說明未能提供的影響。

3. 個人資料的使用目的

我們可能將個人資料用於：

- 回覆查詢、要求及意見。
- 處理登記及安排閣下要求的服務。
- 就業務關係及潛在合作事宜聯繫。
- 營運、保障、分析及改善本網站。
- 在符合適用同意規定的情況下發送直接促銷資訊。
- 履行法律及監管責任、處理爭議，以及確立、行使或維護法律權利。

我們只會將個人資料用於收集時所述的目的，或與其直接相關的目的，除非已取得閣下的訂明同意，或法律允許或要求作其他用途。我們會在適當情況下，於收集資料時另行提供《收集個人資料聲明》。

4. 資料披露及境外處理

為達成上述目的，我們可能在有需要時向以下人士或機構披露相關個人資料：

- 獲授權人員，以及相關集團公司或品牌營運公司。
- 代表我們提供服務的供應商，包括網站寄存、資訊科技、資料儲存、分析、通訊及行政服務供應商。
- 專業顧問。
- 在法律允許或要求的情況下，向法院、監管機構、執法機關或其他相關人士披露。
- 涉及合法企業重組、合併或業務轉讓的相關人士，惟須受適當的保密措施保障。

我們會將披露限制於必要範圍，並採取切實可行的措施，要求服務供應商保障個人資料，且只作獲授權的用途。

如服務安排涉及在香港以外處理或儲存個人資料，我們會採取切實可行的措施，按照《條例》保障資料，包括在相關情況下採用適當的合約保障措施。

如向其他人士提供個人資料，供其作自身的直接促銷用途，須另行符合相關通知及同意規定。

5. 直接促銷

在取得閣下同意後，我們可能使用閣下的姓名、電郵地址、電話號碼及通訊偏好，發送有關膳新及其餐飲、咖啡、款待服務與文化項目的消息、邀請及推廣資訊。

使用前，我們會說明擬作的用途，並提供表達同意的途徑。保持沉默、未有回應、瀏覽本網站或接受本《網站使用條款》，本身均不構成促銷同意。

閣下可隨時透過通訊中的取消訂閱選項，或聯絡我們，免費停止接收直接促銷資訊。此選擇不會影響我們處理閣下的查詢或已要求的服務。

6. Cookie 及類似技術

本網站可能使用 Cookie 及類似技術，以支援運作、記錄偏好及了解使用情況。如使用第三方分析工具或嵌入式內容，相關服務亦可能收集互動資料。

我們會按所用技術及適用規定，在適當情況下提供進一步說明及同意設定。閣下可透過瀏覽器設定及網站提供的管理選項處理 Cookie。停用部分 Cookie 可能影響網站功能。

7. 資料保安及保留

我們採取合理且切實可行的技術及管理措施，保障個人資料免遭未獲准許或意外的查閱、處理、刪除、遺失或使用。只有因正當用途而需要查閱資料的獲授權人士，方可取得相關資料。

互聯網傳輸及電子儲存系統並非絕對安全。除非我們已提出要求並提供適當途徑，否則請勿透過一般查詢表格或未經加密的電郵傳送敏感個人資料。

我們只會在達成收集目的所需的期間內保留個人資料，並考慮適用的法律、監管及紀錄保存要求。資料不再需要保留時，我們會採取切實可行的措施，將其安全刪除或作匿名化處理。

8. 查閱、更正及其他要求

在《條例》的規限下，閣下可要求查閱我們持有的相關個人資料，並要求更正不準確的資料。

我們可能要求提供合理所需的資料，以核實身分及查找紀錄，並會在適用的法定期限內處理要求。在法律允許的情況下，我們可能就依從查閱資料要求收取不超乎適度的費用。

閣下亦可要求停止直接促銷，或刪除已無須保留的個人資料。我們會按持續適用的法律責任及合理保留需要，評估刪除要求。

9. 內容更新

我們可能更新本《網站使用條款及私隱政策》。最新版本及修訂日期將於本網站公布，並在適當情況下就重大變更另行通知。

更新條款自列明的修訂日期起適用於網站使用，本身不會更改已確認訂座或交易的既有條款。如個人資料用途的變更需要另行通知或取得同意，我們會在實施前作出通知或取得所需同意。

10. 聯絡我們

如有網站查詢、內容使用申請或個人資料要求，請聯絡：

膳新有限公司 Next Innovate Limited
電郵：info@nextinnovate.com
地址：香港中環威靈頓街52號Somptueux Central 20樓

請註明查詢涉及網站使用或個人資料事宜。

11. 語言

本文件備有英文及繁體中文版本。如兩個版本有任何歧義，概以英文版本為準。