

一般条款及细则

General Terms and Conditions

- 产品照片/图片只供参考，实物颜色或款式略有差异。
All product images are for illustrative purposes only and may differ from the actual product.
 - 所有产品及体验必须作私人及非牟利用途，并不能作商业用途。所有产品及体验均不能作贬损、不道德、攻击性、或其它任何有可能对方大同先生或“賦音乐”造成损失的用途。
All products are for private and non-profit making use only, and shall not be used for commercial purposes. The products shall not be used for any derogatory, immoral or offensive purpose or for any purpose that may result in loss or damage to the reputation of Fu Music or Khalil Fong.
 - 所有“賦 BACKER”了解所有产品及体验里的标志、图片、动画及其他有创意成分的原素的版权及智慧财产均属“賦音乐”所有。“賦音乐”之拥有权永久有效并于交付产品及体验后继续有效。所有产品及体验的复制权均属“賦音乐”所有，任何人不得在未经“賦音乐”的书面同意下作任何形式的复制。
Each FU BACKER acknowledges that the products contain logos, images, animation or other creative elements of which Fu Music holds the copyright and other relevant intellectual property rights. Fu Music's ownership of such rights shall be perpetual and shall continue even after the products are delivered. For the avoidance of doubt, all reproduction rights of all products or any part thereof are retained by Fu Music and the products may not be reproduced in any form without the prior written consent of Fu Music.
 - 所有“賦 BACKER”同意，“賦音乐”无需负责任何因不可抗力事故而导致“賦音乐”未能履行的责任，包括但不限于取消或未能举行任何有关产品及体验的活动（包括但不限于参观、演出、晚宴）。于此条款中，「不可抗力事故」指任何“賦音乐”无法控制的原因，包括但不限于天灾、战争、革命、暴乱、民眾騷擾、恐怖主义行为、火灾、爆炸、水灾、必要器材被盗、恶意破坏、罢工、封锁、天气、第三方的禁制令、国防要求、国家或地方政府的行为或法规。
Each FU BACKER agrees that Fu Music shall not be liable in any way for Fu Music's failure to perform any obligation hereunder including but not limited to any cancellation of or failure to organise any event as part of the products hereunder (including but not limited to any site visits, shows, dinners) to the extent that such failure is caused by Force Majeure. For the purposes of this paragraph, "Force Majeure" means any cause beyond Fu Music's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments.
- Each FU BACKER warrants that any material or information submitted by such FU 所有“賦 BACKER”保证其向“賦音乐”提供的任何物料及资讯并没有于任何时候侵犯任何专利、商标、版权或任何人及单位的其它权利，没有违反任何合约

法，及并非被“賦音乐”认为是违法、具威胁性、滥用性、骚扰性、诽谤性、毁谤性、诈骗性、欺詐性、侵权性、攻击性、粗俗性或对任何人的私稳权有侵犯性。

BACKER to Fu Music shall not at any time infringe any patent, trademark, copyright or other right of any person or entity, or violate any law of contract, or is in the sole discretion of Fu Music unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy.

- 只适用于透过 AsiaPay 的付款：任何超过人民币 60,000 元的交付，“賦 BACKER”须先付定金人民币 60,000 元，我们会另行通知其他部份的付款安排。“賦 BACKER”须于 15 天内支付余款，否则“賦音乐”有权没收定金并拒绝退款。在此情况下，该“賦 BACKER”不会获发放任何产品及体验。

Only applicable for payments via AsiaPay: for contributions of more than RMB 60,000, the FU BACKER will first pay deposit of RMB 60,000, and later be contacted for further details and instruction on final payment. If a FU BACKER fails to make the final payment(s) within 15 days, Fu Music shall retain any amount already paid and shall not refund any such amounts. In such a situation, the FU BACKER shall not be entitled to any product.

- “賦音乐”拥有一切于任何时间决定及更改付款细则（包括其时间及方式）的权力

Fu Music retains the sole discretion to determine and vary the payment terms from time to time, including the time and manner of payment.

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- 在有关法规容许的范围下，“賦音乐”对任何因为或与任何产品及体验有关的损失及伤害概不负责。

To the extent permitted by the relevant laws and regulations, Fu Music is not responsible for any losses or injuries arising out of or in connection with the use of any of the products.

- “賦音乐”保留于无需告知“賦 BACKER”的情况下更改任何此等条款的权力。

Fu Music reserves the right to change any of the provisions herein from time to time without notice to FU BACKERS.

- 如此等条款与任何时候生效的[BlackPod.com]使用条款有冲突，此等条款将具有凌驾性。

In the event where any provision herein at any time conflicts with any provision of the Terms of Use of [BlackPod.com] as in force from time to time, the provisions herein shall prevail.

有关退款：

Refunds:

- 除此等条款另有列明，任何付款不设退费。

Subject to any provision herein to the contrary, no refunds will be offered for any pledges and payment for any of our items in our product list.

- “賦 BACKER” 的项目单位“賦音乐”有权因任何原因决定退费及同时取消交易。退费收款人须负责支付所有适用的税项、银行收费及费用、及其他银行或付款代理的费用。如“賦音乐”向“賦 BACKER” 退款，该“賦 BACKER”将不会获得任何产品及体验。“賦 BACKER”确认及同意其所收取的退款可能因为汇率换算或第三方费用而与该“賦 BACKER”原来支付的款额不等同。

Fu-Backers Project Creator Fu Music reserves the right to make any refunds at its own discretion for any reason as deemed necessary by Fu Music provided always that the recipient of the refund shall be responsible for all applicable taxes, bank charges or fees, and any other charges by any bank or payment agency arising out of the same. In the event that Fu Music makes a refund to a FU BACKER, such FU BACKER shall not be entitled to any product. Each FU BACKER acknowledges and agrees that the amount of refund may not be equal to the amount paid by such FU BACKER originally due to exchange rate conversion and third party charges.

交付产品及体验：

Delivery:

- 产品及体验的交付时间会另行通知。预计第一批产品及体验的交付时间为 2016 年 10 月。

Products will be dispatched at a later date to be announced. Present estimated time of first dispatch is October 2016.

- 根据每样产品和体验的情况及付款日期，交付日期可能有差异。
Depending on the nature of each individual product and the date on which a pledge is made, delivery time schedule may vary.

- 交付的时间及安排会另行通知“賦 BACKER”。
Notification of delivery shall be communicated to FU BACKERs accordingly.

- “賦音乐”将不会为并非于其保管或控制下遗失或损毁的货物负责。任何于运送期间发生的遗失或损毁将由“賦音乐”就每宗个案的实际情况酌情处理。有关决定为最终决定。

Fu Music shall not be liable for loss or damage of a shipment while shipment is out of Fu Music's custody or control. Any damage or loss of any product during shipment shall be dealt with on a case-by-case basis and Fu Music's decision in this regard shall be final and conclusive.

賦音乐

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