

活動條款及細則 Event Terms and Conditions

General terms 一般條款

1. Standard Chartered Hong Kong Marathon 2021 Virtual Run (“the Event”) is organised by the Hong Kong Association of Athletics Affiliates Limited (“the Organiser”). Participants must read the following terms carefully. Upon completing his/her registration and payment process, an applicant declares that he/she agrees to and accept these Terms & Conditions and all other rules and regulations which may be adopted by the Organiser from time to time.

渣打香港馬拉松2021虛擬跑（下稱「活動」）由香港田徑總會有限公司（下稱「大會」）主辦，參加者必須仔細閱讀以下事項，一旦完成報名及付款程序，等同聲明同意遵守及接受在此及其後所有大會引入之條款及細則及大會活動規則。

2. The Organiser reserves the right to disqualify any person and nullify his/her result due to any violation, breach or non-observance of any rules, laws or regulations in Hong Kong Special Administrative Region or the terms and conditions set for the Event. The Organiser shall not be obliged to refund any registration fee under such circumstance.

大會保留權利取消任何觸犯、違反或不遵守任何香港法例及條例或大會條款及細則人士的參加資格及成績。被取消資格的參賽者之報名費，將不獲退還。

3. The Event starts at 0:00 a.m. on 25 October 2021 and ends at 11:59 p.m. on 14 November 2021, Hong Kong local time (i.e. GMT+8), (“the Event period”). The Organiser reserves the rights to adjust the Event period when deemed appropriate without prior notice.

活動由香港時間（GMT +8）2021年10月25日凌晨0時正開始，至2021年11月14日晚上11時59分結束（下稱「活動期」），大會具備更改活動日期之最終決定權，而無須另行通知。

4. Terms and Conditions are in Chinese and English. In the case of discrepancies between the Chinese and English versions, the English version shall prevail. The Organiser reserves the right to interpret and amend the above rules.

本條款及細則包括英文及中文版本，若英文與中文之內容有任何歧義，則以英文版本為準。大會擁有修改及詮釋以上規則的權利。

Registration 報名

5. Event registration starts at 10:00 a.m. on 15 September 2021 and closes at 11:59 p.m. on 15 October 2021.

活動由2021年9月15日早上10時起開始接受報名，2021年10月15日晚上11時59分截止。

6. Event quota is limited and registration is accepted on a first-come, first-served basis.

活動名額有限，以先到先得形式接受報名。

7. Participants must be aged 16 or above as of 2021 (count by year of birth). The Organiser has the right to verify and request for verification of the age of participants before, during and after the Event.

參加者必須於2021年年滿16歲或以上（以出生年份計），大會有權在活動之前／後或活動進行中，核實參加者之年齡或要求參加者提供核實年齡之證明文件。

8. Once registration is confirmed, cancellation of registration and changes of personal data are not permitted, and the registration fee and quota are not refundable or transferrable.

報名一經確認，參加者將不能更改其個人資料或取消報名，參加費用恕不退還或轉讓。

9. An applicant must ensure that his/her designated email is correct, valid, can receive notification from the Organiser and will continue to be in use. The Organiser shall take no responsibility for an applicant's failure to receive email notifications by providing invalid email address.

參加者必須確保填報之電郵地址正確、有效、能接收大會通知和將會繼續使用。若參賽者因未能提供有效電郵地址而未能收到大會電郵通知，大會一概不負責。

10. If participants cannot receive the finisher pack due to incomplete or incorrect information provided by the participant, the Organiser shall take no responsibility of compensation or refund. The Organiser also reserves the right to contact an applicant by phone or through other means in order to obtain additional information required to substantiate his/her registration.

如因任何原因參加者所提供之資料錯誤，而導致無法收取完成活動包、未能核對身份或其完成活動，大會將不會作出任何補償或退款。大會亦保留權利以電話或以其他方式，向報名者查詢，以及要求提供補充資料。

11. Participants may purchase insurance on their own as necessary.

參加者可按需要自行購買保險。

12. Upon successful registration, participants will receive a system-generated registration and payment confirmation email. If participants do not receive any confirmation, please contact the Organiser immediately.

完成登記後，系統會自動發送報名及付款確認信到參加者的電子郵箱。如於報名後未有收到有關的確認電郵，請聯絡我們。

13. The Organiser will deliver T-shirts according to the size indicated by the participants during registration. The style and quality are subject to the final products provided by the supplier and are subject to change without prior notice.

大會將根據參加者報名時填寫的尺碼派發紀念T恤，款式及質素以供應商最終所提供的貨品為準，如有任何更改，恕不另行通知。

Running records 跑步記錄

14. Participants must login and activate the set account in the official app to participate in the Event. Upon account activation, participants agree the Event Terms and Conditions. The Organiser reserves the rights to disqualify participants who violate such Terms and Conditions.

參加者必須登入並啟動大會流動應用程式內的帳號參加活動挑戰，啟動後即代表已閱讀並同意活動條款及細則。如有違反該條款及細則，大會有權即時取消其參加資格。

15. All Event dates and time, and running data are based on the data captured and recorded by the server of the Organiser.

所有與活動有關之日期、時間及跑步數據等均以大會流動應用程式伺服器記錄為準。

Within the Event period, participants must:

- a. Log in to the official app, and follow the instruction to turn on the location/GPS;
- b. Press “Start my run” to record running progress;
- c. Complete at least one (or a maximum of five) valid attempt;
- d. Press “Submit” to choose one of the valid records for submission in the “Run History” page.

於活動期內，參加者需完成以下各步驟：

- a. 於流動應用程式登入帳戶，並按指示開啟「定位服務」功能；
- b. 於應用程式中按指示點選「開始挑戰」以記錄跑步數據；
- c. 達成至少一次，最多五次挑戰；
- d. 於「跑步紀錄」頁中揀選有效紀錄並按「提交」。

16. The best “elapsed time” will automatically be recorded on the e-certificate if a participant does not submit any record by the end of the Event period.

如參加者在活動期完結時未有提交任何紀錄，系統將按照「總活動時間」，自動選取最佳挑戰成績，記錄於電子證書上。

17. Participants who do not complete any attempt in the Event period will not be provided any finisher pack and the Organiser shall take no responsibility of compensation or refund.

如參加者於活動期內未有完成任何挑戰，將不會獲發完成活動包，大會將不會作出任何補償或退款。

18. The Organiser shall take no responsibilities if a participant fails to complete any attempt due to networking or location problems of his/her mobile phone. The Organiser shall take no responsibility for any failure or malfunctioning of the official app and the participant uses the official app at his/her own risks.

於活動期間參加者遇上手機網絡連線或手機定位系統等問題而導致未完成活動所需步驟，大會將不會負上任何責任。大會將不會為虛擬跑流動應用程式的任何失靈或故障承擔責任。

19. Participants shall use the official app to record the running progress. The Organiser reserves the rights to remove ingenuine records and disqualify the participants from attaining any rewards without prior notice.

參加者應使用大會應用程式記錄跑步過程，如發現有任何偽造紀錄，大會有權即時取消其活動資格而無須給予理由。

Physical and Health Conditions 體格及健康狀況

20. Participants should be aware of and understand the risks involved in taking part in his/her race, and acknowledge the degree of fitness required to take part therein.

參賽者必須理解比賽所涉及的風險及所需之體能負荷。

21. Any person who is pregnant or suffering from any chronic disease such as heart disease or high blood pressure or is suffering from or has any symptoms of COVID-19 or other contagious disease should not participate in the Event. The Organiser reserves the right to disallow / disqualify any person who is known to have any such condition. The Organiser at its sole discretion also has the right to suspend any participant who appears or is suspected to be physically unfit or suffering from or having any symptoms of COVID-19 or other contagious disease to participate in the Event.

任何懷孕或患有慢性疾病如心臟病及高血壓，或感染新型冠狀病毒病或出現任何新型冠狀病毒病或其他類似傳染病之症狀的人士，皆不宜參賽。大會保留權利對任何以上人士取消或不容許以上人士的參賽資格。而大會在得悉或懷疑的情況下，亦保留權利取消或不容許任何身體不適宜參賽的人士或感染新型冠狀病毒病或出現任何新型冠狀病毒病或其他類似傳染病之症狀的人士的參賽資格。

22. All participants are urged to seek medical advice of his/her physical condition before participating in the Event. By submitting his/her application to take part in the Event and subsequently taking part in the Event, a participant

大會強烈建議參賽者在比賽前徵詢醫生建議及檢查，以確保其身體狀況適合進行競賽。一旦參賽者遞交申請及參與競賽：

- i. warrants and confirms to the Organiser that he/she is physically fit to participate in and complete his/her race without any medical or other

assistance and that he/she is not suffering from and does not have any symptoms of COVID-19 and other contagious disease; and

參賽者向大會保證及確保其身體狀況在不需要醫療輔助或其他輔助下，及沒有感染新型冠狀病毒病或出現任何新型冠狀病毒病或其他類似傳染病之症狀下適合參與及完成競賽；及

II. agrees to indemnify and hold harmless the Organiser from all losses and damages from

如參賽者因其身體狀況不適宜參與及完成競賽而引致以下情況，參賽者同意向大會彌補一切損失。

a) any injury or death suffered by the participant himself/herself or any other persons; and

其他人受傷或身亡；及

b) any damage to property; and

任何財物損失；及

c) any other participants or officials and staff of the Organiser contracting COVID-19 or any other contagious disease as a result of him/her not being physically fit to participate in and complete the race or him/her suffering from COVID-19 or other contagious disease.

其他參加者，工作人員或大會職員感染新型冠狀病毒病或其他類似傳染病而導致該人士因其身體狀況不適宜而未能參與或完成競賽，或該人士感染新型冠狀病毒病或出現任何新型冠狀病毒病或其他類似傳染病之症狀，參賽者同意向大會彌補一切損失。

Event Cancellation 活動取消

23. Should the Event be cancelled due to circumstances beyond the control of the Organiser or in the case of a force majeure resulting in the Event being cancelled, no refund of the entry fee will be made. The Organiser shall have no other responsibilities and/or liabilities in relation to such cancellation.

如活動因任何非大會所能控制或不可抗力的情況下而被迫於取消，報名費不設退還，大會亦不會因該活動取消而負有任何其他責任。

Force Majeure

Includes and is not limited to the Organiser being unable to perform its

obligations or organise or hold the Event due to fire, flood, earthquake, or other severe natural disaster or act of God; or due to protest, riot, civil disobedience, uprising, march, revolt, assembly, demonstration, occupation, commotion, mass gathering, war, terrorist, insurrection, sabotage, epidemic, pandemic, COVID-19 or other similar contagious disease or government intervention or prohibition or the likelihood of such event or act.

不可抗力

包括但不限於大會由於火災、水災、地震，或其他嚴重天然災害或天災，或由於抗議、暴動、公民抗命、起義、遊行、造反、集會、示威、佔領、騷亂、大型集會、戰爭、恐怖襲擊、叛亂、蓄意破壞、傳染病、流行病、新型冠狀病毒病、或其他類似傳染病、或政府頒令或禁令或可能發生上述事件或行動而未能履行其責任或安排或舉辦比賽。

大會流動應用程式使用條款 Official App - Terms of Use

Terms of Use

All sections of these Terms of Use that, by their nature, should / will survive termination, including without limitation the sections entitled User Content, Indemnity, Disclaimer of Warranty and Limitation of Liability, No Medical Advice and General Information.

Introduction

The **Standard Chartered Hong Kong Marathon 2021 Virtual Run** mobile application (“App”) is an online mechanism for tracking, managing and sharing all of your walking/running/hiking activities. It is provided to you by the **Hong Kong Association of Athletics Affiliates Limited** (“us” or “we” or “our” or “HKAAA”), in connection with our partners, service providers, sponsors, or other affiliates. Thus, we may safely and responsibly manage this App for all of our users. Your use of this App is subject to certain terms and conditions. The terms and conditions set forth below (“Terms of Use”), as well as our privacy policy set forth in our “Privacy Policy”, apply to your use of the services and functionality provided on or through the mobile application (the “Services”).

Use of the Services

The Services allow for the delivery of software, text, graphics, images, video, audio, data and other materials (collectively referred to as the “Content”). The Content may be owned by us or may be provided through an arrangement we have with others, including other users of the Services, or our partners, sponsors, or affiliates. The Content is protected by copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use. No other use is permitted without prior written consent from us or the owner of the Content. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose, except to utilize features of the Services that, by their nature, involve publishing or sharing of Content with the public. If you violate any part of these Terms of Use, your permission to access and/or use the

Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content.

Various company, product, and service names displayed on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks”). Your use of the Services should not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Third-Party Trademark displayed on this Services. The Third-Party Trademarks may not be used to disparage any applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Third-Party Trademarks.

The Services include access to links to, and content and data from, third-party websites (“External Services”). These links, content, and data are provided solely as a convenience to you and not as an endorsement by us of the content on such External Services. The content of such External Services is developed and provided by others. In addition, the Services permit access to content posted, stored, or displayed at the direction of users of the Services, for which we cannot accept any responsibility or liability.

The Services are for personal use only and may not be used in connection with any commercial endeavors except those that are specifically approved by us. The following activities are expressly prohibited: (i) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications, (ii) any use of the Services, which in our sole judgment, degrades the reliability, speed, or operation of the Services or any underlying hardware or software thereof, (iii) use of web scraping, web harvesting, or web data extraction methods from “Infinity Walker” even if the “Infinity Walker” account owner gives permission; and (iv) any use of the Services which is unlawful or in violation of these Terms of Use.

By using the Services, you represent and warrant that you are 16 years of age or older in the year of 2021. Your account may be terminated without warning, if we believe that you are under 16 years of age in the year of 2021.

Your use of the Services is subject, in our sole discretion, to termination at any time.

User Content

The content displayed on this App is provided "as is" without any express or implied warranty of any kind, including warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose, and without any guarantees, conditions or warranties as to its accuracy. HKAAA does not guarantee that such content is error-free or without any defects. HKAAA is not responsible for the availability, content or services of other third party providers, online merchants or advertisers that may be linked to or posted within the App. We do not provide any warranty or guarantee in respect of availability and/or uninterrupted use of the App except that we will use our reasonable endeavours to rectify serious faults as soon as practicable.

The Services may now or in the future include functionality to permit the submission of Content at the direction of users of the Services and the hosting, sharing, and/or publishing of such User Content. You understand that whether or not such User Content is published, we do not guarantee any confidentiality with respect to any submissions.

You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content. In connection with any User Content you submit, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms of Use, and (ii) you have the consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content to us, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the User Content in connection with our provision of the Services and our (and our successors) business, including without limitation for promoting and redistributing part

or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your account settings, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Use. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with User Content, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. We do not endorse any User Content or any opinion, recommendations, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We do not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services, and we will remove all Content and User Content infringes on another's intellectual property rights. We may remove any Content and User Content without prior notice. We may also terminate your access to the Services, if you are deemed to be a repeat infringer. A repeat infringer is anymore who has been notified of infringing activity more than once and/or has had any User Content removed from the Services more than twice. We also reserve the sole discretion to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. We may remove such User Content and/or terminate your access for uploading such material in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

Certain information on the App is provided by external parties which do not necessarily

represent the views of HKAAA. We take no responsibility for the content of such information or any information on external websites linked to the App.

Indemnity

Browsing the App or using the services provided by HKAAA through the App is solely at your own risk. HKAAA, its agents, affiliates, licensors, licensees, sponsors, third-party providers and all other related parties to the Standard Chartered Hong Kong Marathon 2021 (collectively "HKAAA and Related Parties") will not be liable for any direct, indirect or consequential loss or damage of any kind (including loss of revenues, profits, business or data, in any way related to the App), or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the App, or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise (even if foreseeable), incurred by any person for any cause arising as a result of the use of or access to, or inability to use or access the App, any use of or access to, or any inability to use or access any websites linked to the App.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under any applicable law.

Disclaimer of Warranty and Limitation of Liability

HKAAA and Related Parties make no warranties or representations about the content (including the user content), including but not limited to its accuracy, reliability, completeness, or timeliness.

HKAAA and its Related Parties shall be subject to liability for truth, accuracy, or completeness of any information conveyed to users of the services or for errors, mistakes or omissions therein or for any delays or interruptions of the data or information stream from whatever cause. You agree that you use the services and the content at your own risk.

Although HKAAA intends to take reasonable steps to prevent the introduction of viruses, worms, "Trojan Horses" or other destructive materials to the App, HKAAA and Related Parties do not guarantee or warrant that the App or content displayed on the App (whether downloadable or not) from the App do not contain such destructive features. HKAAA and Related Parties are not liable for any direct, indirect or consequential loss or damage attributable to such destructive features. For the avoidance of doubt, any material downloaded or otherwise obtained through the use of the App is done at your own discretion and risk and you will be solely responsible for any damage to your mobile or loss of data that results from the download of any material from the App or any third party websites linked to the App.

The services and content are provided on an "as is" and "as available" basis without any warranties of any kind. We hereby disclaim all warranties, including, but not limited to, the warranty of title, merchantability, non-infringement of third parties' rights, and fitness for particular purpose.

No Medical Advice

This mobile application provides the Services for you to track, manage, and share your walking/running/hiking activities. The services do not contain or constitute, and should not be interpreted as, medical advice or opinion. We are not licensed medical professional, and we are not in the business of providing medical advice. You should always consult a qualified and licensed medical professional prior to beginning or modifying any diet or exercise program. Your use of the mobile application does not create a doctor-patient relationship between you and HKAAA.

General Information

These Terms of Use have been prepared in English and Chinese. In the event of a conflict between the English and Chinese versions, the English version will prevail.

These Terms of Use constitute the entire agreement between you and HKAAA and

govern your use of the App, superseding any prior agreements between you and HKAAA with respect to the App.

The failure of HKAAA to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

We reserve the right to make changes to the App at any time, and from time to time modify or discontinue temporarily or permanently the App (or any part thereof) with or without notice to you. If you have any concerns about material which appears on the App or if you wish to make a complaint concerning the use of any material or content contained in the App or report any breach or violation of any of the provisions of these Terms of Use, please contact us by email at hkmarathon@hkaa.com or by telephone on 2577 0800.

You may terminate this Agreement at any time by canceling your account. There are no refunds for any rewards redeemed and any points that have not been used. You are responsible for terminating your account and this Agreement and we are not responsible for your failure to properly terminate your service and this Agreement nor for any fees you incur as a result of your failure to properly terminate your service and this Agreement.

We may terminate this Agreement, disable your account, and/or put your account on inactive status, in each case at any time with reasonable cause or violation to these terms mentioned above, and with or without notice. We shall have no liability to you or any third party because of such termination or action.

使用條款

本使用條款的所有部分，就其性質而言，應該/將在終止後繼續有效，包括但不限於「用戶內容」、「賠償」、「免責聲明和責任限制」、「沒有提供醫療建議」以及「一般資訊」部分。

簡介

「渣打香港馬拉松 2021 虛擬跑」（「本流動應用程式」）為一透過網上機制以追蹤、管理及分享你的運動數據的流動應用程式。此流動應用程式由香港田徑總會有限公司（「我們」、「我們的」或「香港田徑總會有限公司」）擁有並管理，聯同我們的伙伴、服務提供者、贊助者或其附屬成員為使用者提供服務，因此我們會安全和負責任地為所有用戶管理此流動應用程式。閣下對此流動應用程式的使用受某些條款和條件約束。下面所列出的條款和條件（「使用條款」）以及「私隱政策」中規定的私隱政策適用於閣下對流動應用程式上或透過流動應用程式提供的服務和功能的使用（「服務」）。

服務的使用

服務允許傳送軟件、文字、圖形、圖像、視訊、音訊、數據和其他材料（統稱為「內容」）。內容可能由我們擁有或可能通過我們與其他人，包括服務的其他用戶、或我們的合作夥伴、贊助商或附屬機構的安排提供。內容經版權、商標和其他法律保護。閣下對內容沒有任何的權利，除非經本條款允許，否則閣下不得使用此流動應用程式的內容。未經我們或內容擁有者的事先書面許可，內容不得作任何其他用途。閣下必須在內容的任何副本上保留原始內容中包含的所有版權和其他擁有權的聲明。閣下不得出售、轉讓、分派、特許、再特許、或修改內容或複製、展示、公開演示、仿製衍生版本、分發、或以其他方法使用內容作公開或商業用途，除非使用服務的功能，就其性質以言，涉及向公眾發佈或分享內容。若閣下違反這些使用條款的任何部分，閣下存取和/或使用內容和服務的許可將自動終止，閣下必須立刻銷毀閣下對內容所製作的任何副本。

服務顯示的不同公司、產品和服務名稱可能是他人擁有的商標或服務標記（「第三方商標」）。閣下對服務的使用不被理解為以暗指、禁止反言或其他方式授予使用本服務上顯示的任何第三方商標的任何許可或權利。第三方商標不得用於毀謗任何適合的第三方，其任何產品或服務，或以我們的合理判斷可能損害第三方商

標中任何商譽的任何種類。

服務包括訪問第三方網站(「外部服務」)的鏈結、內容和數據。這些鏈結，內容和數據僅為方便閣下而提供，而不是我們對此類外部服務內容的許可。此類外部服務內容由其他人開發及提供。此外，服務允許在服務用戶的指示下存取，儲存或展示上載的內容，為此我們不承擔任何責任或義務。

本服務僅供個人使用，除非經我們特別批准，否則不得用於任何商業活動。下列的活動是明確禁止的: (i) 通過電子或其他方式收集其他用戶的用戶名稱和/或電子郵件地址，以便發送未經請求的電子郵件或其他通信，(ii) 任何我們認為會降低服務的可靠性，速度或操作或其軟件及硬件的性能的行為，(iii) 在本流動應用程式使用網絡抓取，網絡收集或網絡數據提取即使本流動應用程式的用戶擁有人賦予許可；及(iv) 任何使用非法或違反本使用條款的服務。

使用本服務即表示閣下聲明並保證閣下已於 2021 年年滿 16 歲或以上。若果我們相信閣下還未於 2021 年年滿 16 歲，閣下的帳號可能會在沒有任何警告的情況下被終止。

閣下對本服務的使用由我們自行決定隨時終止。

用戶內容

本流動應用程式的內容僅限於內容本身，不包括任何明示或暗示的保證，包括適銷性、不侵犯知識產權、適合任何特殊目的，同時也不包括對內容準確性的任何擔保、條件或保證。香港田徑總會有限公司不能保證這些內容沒有任何錯誤或缺陷。香港田徑總會有限公司對可能鏈接到本流動應用程式或者在本流動應用程式發布的任何第三方提供方、網上商戶或廣告商的可得性、內容或服務不承擔任何責任。我們對可得性和/或不受干擾地使用本流動應用程式不作任何保證或擔保，但是我們將盡合理的努力盡快糾正嚴重錯誤。

本流動應用程式現在或將來可以包括允許在服務用戶的指導下提交，共享和/或

發佈用戶內容的功能。閣下了解此類內容不論發佈與否，我們都不保證對任何所提交的內容有任何保密性。

閣下應對所提交的用戶內容以及我們發佈此類用戶內容的後果承擔全部責任。對於閣下提交的任何用戶內容，閣下確認，聲明和/或保證：(i) 閣下擁有或有必然的特許、權利、同意和使用許可及授權我們使用所有專利、商標、商業秘密、版權或其他對用戶內容的所有權，以確保用戶內容的使用符合此使用條款，和 (ii) 閣下獲得用戶中每個可識別個人的明確同意和/或許可，以使用每個此類可識別個人的姓名或肖像，閣下特此授予我們永久的，全球性的，非獨家的，免版稅的，可再授權的和可轉讓的許可，以使用、複製、分發、準備衍生作品、修改、展示和執行與我們相關的用戶內容的全部或任何部分，以讓我們（及我們的繼承人）提供服務，包括但不限於以任何媒體格式和任何媒體渠道推廣和重新分發部分或全部服務（及其衍生作品）。如果閣下允許通過閣下的帳號設定來進行用戶內容訪問，並使用、複製、分發、準備衍生作品、顯示和執行此類內容，閣下還特此授予本服務的每個用戶非獨占許可，以通過本服務功能和本使用條款允許訪問閣下的用戶內容。我們可能會根據法律要求保留任何用戶內容的副本，以便進行備份，安全或維護。

關於用戶內容，閣下進一步同意閣下不會：(i) 提交受版權保護、受商業秘密保護或受第三方所有權保護的材料，包括隱私權和公開權，除非閣下是此類權利的擁有者或者獲得其合法擁有者的許可，以發佈材料並授予我們在此授予的所有許可權利；(ii) 發佈可能損害我們或任何第三方的虛假或不實陳述；(iii) 提交非法、淫穢、誹謗、威脅、色情、騷擾、仇恨、帶有種族或族裔攻擊性的材料，或鼓勵被視為刑事犯罪，引起民事責任，違反任何法律或不適當行為的材料；(iv) 發布廣告或招攬生意；(v) 冒充他人。我們不認可任何用戶內容或其中表達的任何意見，提案或建議，我們明確拒絕承擔與任何用戶內容相關的任何和所有責任。我們不允許侵犯版權活動和侵犯與服務相關的知識產權，我們將刪除所有侵犯他人知識產權的內容和用戶內容。我們可能會在不事先通知的情況下刪除任何內容和用戶內容。如果閣下被確定是重複侵權者，我們也可能會終止閣下使用本服務。重複侵權者為已被多次通知涉及侵權活動和/或其任何用戶內容已從本服務中被刪除超過兩次。我們還保留決定內容或用戶內容是否合適並遵守此使用條款的權利，以防止侵犯版權和違反知識產權法的行為，例如但不限於色情，淫穢或誹謗材料。

我們可能會在不事先通知的情況下自行決定刪除此類用戶內容和/或終止閣下因

違反本使用條款所上傳此類材料的權限。

本流動應用程式的某些信息由外部各方提供，並不一定代表香港田徑總會有限公司的意見。我們對此類信息的內容或鏈接在此流動應用程式的外部網站上的任何信息不承擔任何責任。如果閣下想使用本流動應用程式上的任何材料，請發送請求至 hkmarathon@hkaaa.com。

賠償

閣下應自行承擔瀏覽本流動應用程式或使用香港田徑總會有限公司通過本流動應用程式提供的服務所帶來的風險。對任何人士因使用或瀏覽或者未能使用或瀏覽本流動應用程式而引起的原因造成的、或因使用或瀏覽或者未能使用或瀏覽與本流動應用程式連接的任何網站而引起的原因造成的、任何形式的直接或間接損失或損害（包括以任何形式與本網站相關的收入、利潤、業務或數據的損失），或者因本流動應用程式上的任何錯誤、遺漏、中斷或其他不準確事項而導致的任何請求、損失或傷害、或其他任何因侵權（包括過失）、違約或其他原因（即使是可預見的）而造成的任何形式的損失或損害，香港田徑總會有限公司及其關聯方、代理、許可方、贊助商、第三方供應商及其他與渣打香港馬拉松 2021 有關的組織（總稱「香港田徑總會有限公司及其相關組織」）對此不負任何責任。

上述規定不影響我們對因我們的疏忽而導致的死亡或人身傷害負責，不影響我們對欺詐性的不實陳述或對欺詐事項的不實陳述負責，也不影響我們對任何適用的法律中不能排除或限制的責任負責。

免責聲明和責任限制

我們，我們的附屬成員，合作夥伴和贊助商不對內容（包括用戶內容）做出任何保證或陳述，包括但不限於其準確性、可靠性、完整性或及時性。

我們或我們的附屬成員，合作夥伴或贊助商均不對因任何原因向服務用戶傳達的任何信息的真實性、準確性或完整性或其中的錯誤、遺漏或數據或信息流的任何延遲或中斷承擔責任。閣下同意自行承擔使用服務和內容的風險。

儘管香港田徑總會有限公司及其相關組織意圖通過採取合理措施避免病毒、蠕蟲、「木馬」或其他破壞性的資料引入本流動應用程式，但是香港田徑總會有限公司其相關組織不能擔保或保證本流動應用程式或本流動應用程式的內容（無論是否可下載）不包括這些破壞性特點。香港田徑總會有限公司及其相關組織對歸因於這些破壞性特點而造成的任何直接或間接損失或損害不承擔責任。為免異議，任何從本流動應用程式下載的資料或通過使用本流動應用程式取得的資料均是閣下自行完成的，並由閣下自行承擔風險，閣下將自行承擔因從本流動應用程式或與本流動應用程式鏈接的其他第三方網站下載資料而任何對閣下流動電話造成的損害或資料丟失後果。

服務和內容以「現狀」和「可用」為基礎提供，而不提供任何形式的保證。我們特此聲明不承擔任何保證，包括但不限於所有權保證、適銷性、不侵犯第三方權利以及適用於特定用途。

沒有提供醫療建議

此流動應用程式為您提供追蹤、管理和分享閣下運動的服務。這些服務不包含或構成，也不應被解釋為醫療建議或意見。我們不是執業醫療專業人員，我們不會提供任何醫療建議。在開始或修改任何飲食或鍛煉計劃之前，閣下應該諮詢合資格且有執照的醫療專業人員的意見。閣下不會因為使用此流動應用程序而與香港田徑總會有限公司之間建立醫護人員與病人的關係。

一般資訊

本使用條款具有英文與中文兩種文本。英文與中文文本之間有衝突時以英文文本為準。

本使用條款構成閣下與香港田徑總會有限公司之間的全部協議內容，並對閣下使用本流動應用程式進行規定，取代閣下與香港田徑總會有限公司之前就本流動應用程式的所有協議。

香港田徑總會有限公司不行使或執行任何權利或本使用條款的任何內容不構成對此權利或條款的放棄。若本使用條款的任何內容被有管轄權的法院認定為無效，則各方同意法院應致力於實現各方就該條款的真實意圖，本使用條款的其他條款依然全面有效。

我們保留在通知或不通知閣下的情況下，在任何時候對本流動應用程式作出變動的權利，以及不時修改、暫時或永久關閉本流動應用程式（或其中任何部分）的權利。若閣下對本流動應用程式顯示的任何資料有任何顧慮，或者閣下希望對使用本流動應用程式包含的任何資料或內容提出投訴或報告對本使用條款的任何違反或觸犯，請以電郵：hkmarathon@hkaaa.com 或電話：2577 0800 通知我們。

閣下可以通過取消帳號隨時終止本使用條款。已兌換的任何獎賞或未經使用的積分均不予退款。閣下有責任終止閣下的帳號和本使用條款，對於閣下未能正確終止服務和本使用條款，我們概不負責閣下因未能正確終止服務和本使用條款而產生的任何費用。

我們可能會在不事先通知的情況下在任何時候以合理的理由或發現任何違反本使用條款協議時終止本協議、凍結閣下的帳號和/或使閣下的帳號處於「非活躍」狀態。我們不會因為此類終止或行動對閣下或任何第三方承擔任何訴訟責任。

Privacy Policy

The “Standard Chartered Hong Kong 2021 Virtual Run” mobile application is an online mechanism for tracking, managing and sharing all of your walking/running/hiking activities. It is provided to you by the **Hong Kong Association of Athletics Affiliates Limited** (“us” or “we” or “our” or “HKAAA”), in connection with our partners, service providers, sponsors, or other affiliates. This statement ("Privacy Policy") describes the privacy practices we have adopted with respect to personal data in operating the mobile application. "**Personal data**" means data relating directly or indirectly to an individual from which it is practicable for the identity of the individual to be directly or indirectly ascertained. "**You**" and "**your**" when used in this Privacy Policy includes any person who accesses the mobile application and submits personal data.

This Privacy Policy has been prepared in English and Chinese. In the event of a conflict between the English and Chinese versions, the English version will prevail.

Your consent

By using the mobile application you consent to our collection and use of your personal data as described in this Privacy Policy. If we change our Privacy Policy and procedures, we will post those changes on the “Privacy Policy” under Settings to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it.

This Privacy Policy explains the types of personal data we collect and how we use and protect that information:

- Scope
- Who We Are
- Personal Data We Collect
- Social Media
- What We Do with Your Personal Data
- Important Notice on Personal Data Usage

- How We Share Your Data
- Cookies, Analytics and Personalization
- Security
- Data Retention
- Your Rights
- Links to Other Websites
- Changes to the Policy

Scope

This privacy policy applies to all personal data that is collected and used by us when you create an ID account on the mobile application by using your Facebook or email account, or mobile number. For the purposes of this Privacy Policy, “personal data” means any information through which we can identify you, as further described below in “Personal Data We Collect”.

Personal Data We Collect

Personal data you knowingly choose to disclose that is collected on an individual basis or when you register on the mobile application for purposes of signing up for an account or redeeming rewards. Such information may include:

- Your name, gender, birthday, mobile number, credit card information, e-mail address or Facebook account information. We may access your phonebook for friend suggestions/invitations.
- Your account data and electronic identification data such as your password, your language of preference, your current location and other information you may share with us.
- Information regarding your use of our application. This may include data regarding the routes you have walked/ran/hiked, the rewards you have redeemed and the blogs/news you liked and shared.

- Your walking/running/hiking data (including but not limited to distance, time, speed, steps) that is generated through the use of our mobile application or that you import from other applications.

- Your communication data. Your requests, any complaints you may have and any other data that we receive if we communicate with you via email, online or via social media.

We may also collect and use exact information regarding your location, such as GPS and your hiking/running/walking route (including precise location data that shows your geographical position).

We will only use health and location data you voluntarily provide us and such only with your prior consent or under your direction to do so and only for the purposes set out in this Privacy Policy. You may refuse or revoke your consent at any time, as set out below (see “Your Rights”)

Social Media

When you register an ID account on this mobile application through your Facebook account, we may access to the following information which you share to Facebook:

- Name
- Email address
- Gender
- Date of birth
- Profile picture

What We Do With Your Personal Data

The personal information you have provided to HKAAA will be treated as strictly confidential. Your personal data (referred to above in the section “Personal Data We Collect”) will be used for purposes of receipt issuance, communication on development and emergency relief matters, fundraising and other purposes in line with the mission

of HKAAA.

The name and phone numbers of your contacts, which are permitted to be used, are for friend suggestions or invitations only. Whereas your name and phone number would only be used for receipt issuance and for verification of the account.

Your personal data will be stored in a secured internal system.

Important Notice on Personal Data Usage

How We Share Your Data

We may share your personal data with our third-party providers. We engage third party vendors, agents, service providers, and affiliated entities to provide services to us on our behalf, such as support for the mobile application, data storage and other services. In providing their services, they can access, receive, maintain or otherwise process personal data on our behalf. Our contracts with these service providers do not permit use of your information for their own (marketing) purposes. We take reasonable steps to require third parties to adequately safeguard your personal data and only process it in accordance with our instructions.

Cookies, Analytics and Personalization

We and our third-party providers use cookies, log files and any other mechanisms to automatically collect and record information about your activities and use of the mobile application. We may combine this “activity information” with other personal data we collect about you.

Generally we use this “activity information” to understand how our Services are used, track bugs and errors, improve our Services, verify account credentials, allow logins, prevent fraud and protect our Services, as well as for targeted marketing and advertising, to personalize content and for analytics purposes.

Security

HKAAA is committed to safeguarding users' personal information in respect of its collection, use, retention security, transfer and access. Personal data is collected by lawful and fair means and only used for lawful purposes in line with the mission of HKAAA. We take reasonably practical steps to ensure that personal data collected and retained are accurate and protected against unauthorised or accidental access, processing, erasure or other use. We limit the use of and access to your personal data to our designated employees and third-party service providers who are instructed to handle your personal data in accordance with this Privacy Policy.

Data Retention

HKAAA retains your personal data for as long as required to satisfy the purpose for which they were collected and used (for example, for the time necessary for us to send you the newsletters you subscribed to, to provide you with customer service, answer queries or resolve technical problems, etc.), unless a longer period is necessary for our legal obligations or to defend a legal claim.

If you have created an account on this mobile application, we will delete that account and your personal data upon your request or 30 days after it has become inactive. Your account will be deemed "inactive" when you have not used your account for a period of two years. Before your account becomes "inactive", we will notify and remind you to use your account to prevent it from being "inactive".

Your Rights

Under the Hong Kong Personal Data (Privacy) Ordinance, you have the right of access and correction with respect to personal data. Request for personal data access and correction should be made to HKAAA in writing. In addition, if you do not wish to receive any communication relating to any services concerning HKAAA or this mobile application, you may contact us at any time. Please send us your request through email: hkmarathon@hkaaa.com

Changes to the Policy

Any changes HKAAA makes to this Privacy Policy will be posted on this page. You should check our Privacy Policy regularly to ensure that you are aware of our latest policies.

私隱政策

「渣打香港馬拉松 2021 虛擬跑」流動應用程式，透過網上機制以追蹤、管理及分享你的運動數據。流動應用程式由香港田徑總會有限公司(「我們」、「我們的」或「香港田徑總會有限公司」)擁有並管理，聯同我們的伙伴、服務提供者、贊助者或其附屬成員為使用者提供服務。本聲明(簡稱「私隱政策」) 對我們在運營本流動應用程式使用個人資料時採取的私隱慣例作出描述。「**個人資料**」指與個人直接或間接相關的、並以此能直接或間接地確定該人士身份的資料。本私隱政策中提及的「**閣下**」或「**閣下的**」同時包括存取本流動應用程式和提交個人資料的任何人士。

本私隱政策具有英文和中文兩種文本。英文與中文文本之間有衝突時，以英文文本為準。

閣下的同意

使用本流動應用程式表示閣下同意我們收集並使用本私隱政策中所描述的閣下的個人資料。

若我們修改私隱政策和程序，我們將在本流動應用程式位於設定內的「私隱政策」公佈這些修改，使閣下瞭解我們收集哪些資訊，我們如何使用資訊以及在何種情況下我們可能披露資訊。

此私隱政策解釋我們收集的資訊種類，怎樣使用所收集的資訊及如何保護這些資訊：

- 範圍
- 關於我們
- 我們收集的個人資料
- 社交媒體
- 使用閣下的個人資料
- 個人資料使用聲明
- 數據分享

- 數據分析與個人化
- 安全
- 數據保存
- 閣下的權利
- 與其他網站連結
- 對私隱政策的修改

範圍

私隱政策適用於當閣下經 Facebook 帳號、電郵地址或流動電話號碼於此流動應用程式登記新帳號時，我們所收集及使用的個人資料。根據此私隱政策，「個人資料」指任何能確定閣下身份的資料，有關個人資料的更多信息，請參閱「我們收集的個人資料」。

我們收集的個人資料

當閣下建立新帳號或兌換獎賞，在閣下知悉的情況下所選擇披露的個人資料包括：

- 閣下的姓名、性別、出生日期、流動電話號碼、信用卡資料、電郵地址或 Facebook 帳號。同時我們可能會存取閣下流動電話內的電話簿作新朋友提議/邀請功能之用。
- 閣下帳號的數據及電子識別數據如閣下的密碼、語言喜好設定、當前的位置及其他願意與我們分享的資訊。
- 閣下使用此流動應用程式的資訊，當中包括閣下的步行/跑步/遠足路徑、曾經兌換的獎賞及閣下曾讚好及分享的文章/新聞。
- 閣下透過使用此流動應用程式所產生或經其他流動應用程式所輸入的步行/跑步/遠足數據 (包括但不限於距離、時間、速度、步數)。
- 閣下的通信數據。閣下的請求、投訴及任何我們經電子郵件、網上或社交媒體與閣下聯絡所收集到的通信數據。

我們同時亦會收集和使用關於閣下位置的確實數據，如全球衛星定位和閣下的步

行/跑步/遠足路線(包括顯示閣下地理位置的精確數據)。

我們只會使用閣下自願提供及經閣下早前同意或指示我們使用的，有關閣下運動和位置的數據，有關的數據只會使用在此私穩政策所列明的用途上。閣下可在任何時間根據下列的程序拒絕或取消閣下的意向（請見「閣下的權利」）。

社交媒體

當閣下選擇以 Facebook 帳號於此流動應用程式註冊新帳號，我們會存取閣下所分享給 Facebook 的資料：

- 姓名
- 電郵地址
- 性別
- 出生日期
- 頭像相片

使用閣下的個人資料

閣下提供給香港田徑總會有限公司的個人資料將受到嚴格保密。閣下的個人資料(參照上列「我們收集的個人資料」部分)將被用於開立收據、就發展和緊急救援事項進行交流、籌款、以及與香港田徑總會有限公司使命一致的其他活動。

閣下的個人資料將會於安全的內部系統內儲存。

個人資料使用聲明

數據分享

我們會分享閣下的個人資料予受我們委託的服務提供者。我們委託第三方服務供應商、中介、服務提供者及附屬成員來提供服務，包括流動應用程式的支援、數

據儲存及其他服務。透過提供服務，他們可以代表我們來存取、接收、保持或處理個人資料。我們並不允許他們使用閣下的資料作其宣傳用途。我們會採用合理途徑以確保第三方充分地保護閣下的個人資料，並且只會根據我們的指引來使用這些資料。

數據分析與個人化

我們以及第三方服務提供者會使用一些程式或機制來自動收集及紀錄關於閣下的活動和使用本流動應用程式的資料。我們會把這些「活動資料」與閣下的其他個人資料結合。

我們一般會使用這些「活動資料」來了解用戶如何使用我們的服務、追蹤錯誤、改善我們的服務、驗證帳號、允許登入、防止欺騙行為及保護我們的服務，同時亦會用於具目標性的推廣及宣傳上，以讓宣傳內容變得個人化並可作分析之用。

安全

香港田徑總會有限公司承諾會於收集、使用、保存、傳輸及存取用戶的個人資料時，採取足夠的保護措施。個人資料會以合法及公平的方法收集，並只會合法地用於與香港田徑總會有限公司使命一致的活動有直接關聯的事情上。我們會採用所有合理及實際的方法以確保我們所收集並保留的個人資料不會被未經授權地或意外地被使用、處理及消除。我們會把閣下個人資料的使用和處理限制在我們指定的員工，授權的代理和資料處理者，他們會被指示根據本私隱政策來處理閣下的個人資料。

數據保存

香港田徑總會有限公司保存閣下的個人資料，以滿足其收集和使用的目的（例如：向閣下發送閣下所訂閱的通訊、為閣下提供客戶服務、解答查詢或解決技術性問題等），除非我們需履行法律義務或需為法律賠償辯護，我們才需要更長的時間保存閣下的個人資料。

若閣下曾經此流動應用程式建立帳號，我們會根據閣下的要求或在其變為「非活躍」狀態後 30 天刪除其帳號及個人資料。若閣下的帳號 2 年內沒有使用，我們會視帳號為「非活躍」。當閣下的帳號變為「非活躍」前，我們會通知閣下使用其帳號，以防止其變為「非活躍」狀態。

閣下的權利

根據香港特別行政區現行頒佈的《個人資料（私隱）條例》，閣下有權查閱及更正有關閣下的個人資料。查閱及更正個人資料的要求，請以書面形式提交香港田徑總會有限公司。此外，若閣下不願收到關於香港田徑總會有限公司的任何服務或本流動應用程式的資訊，閣下可在任何時候聯絡我們。請將閣下的請求電郵至 hkmarathon@hkaa.com。

與其他網站鏈結

此流動應用程式會提供轉接到其他網站的超鏈結。本私隱政策不適用於這些第三方網站，我們對第三方網站可能收集的關於閣下的個人資訊不負任何責任。這些第三方超鏈結僅為方便本流動應用程式的訪問者而提供。

渣打香港馬拉松2021虛擬跑 活動聲明

Standard Chartered Hong Kong Marathon 2021 Virtual Run Event Declarations

謹此聲明本人參加渣打香港馬拉松2021虛擬跑及一切有關活動包括渣打香港馬拉松2021（「該活動」），並考慮到參與此活動將有機會獲得相關物品，本人聲明及確認願意遵守由香港田徑總會有限公司及其代理人及贊助商（總稱「該大會」）所訂的條文及規則，並同意以下所列之各點：

As a condition of my being permitted to compete in the Standard Chartered Hong Kong Marathon 2021 Virtual Run and any ancillary event or function, including the Standard Chartered Hong Kong Marathon 2021 (collectively "Event") and in consideration of the opportunity to be given valuables, I confirm and declare to the Hong Kong Association of Athletics Affiliates Limited and its agents and sponsors (collectively "Organisers") as follows:

1. 本人是自願參加該活動和願意承擔自身的意外風險及責任，並無權及豁免向該大會，其它有關機構、贊助商及公司對本人在訓練中、往返活動場地途中、活動中發生或其引致之自身意外、新型冠狀病毒病感染、死亡或任何形式的損失索償或追討責任。

I understand that by participating in the Event there are risks of injury, death, catching Covid19 and/or loss. I am entering the Event entirely at my own risk and responsibility. I hereby discharge the Organisers and any other individual, organisation, sponsors or company connected directly or indirectly with the Event or providing services or advices to me from any responsibility or liability in the event of my injury, death or loss of property sustained or incurred or contracting COVID-19 during my training for the Event, during the Event, or as a consequence of or while traveling to or from the Event.

2. 本人聲明本人身體健康及有能力參加該活動，並經由執業醫生確認本人之體能適合參加該活動。本人確認於參加該活動前並沒有感染新型冠狀病毒病或出現任何新型冠狀病毒病或其他類似傳染病之症狀。在不違反法律的原則下，本人願意賠償該大會以及它的顧問、代理人、董事、員工、官員、職員及義務工作人員，因本人在訓練中、往返活動場地途中、該活動中所發生或所引致之自身意外、死亡或財物損失的所有索償及追討。

I am and will be physically fit and capable of participating in and completing the Event, and I have been advised by a qualified medical practitioner that I can so participate. I will not be suffering from or having any symptoms of COVID-19 or other similar contagious disease when I participate in the Event. I agree to indemnify the Organisers and their advisers, agents, directors, employees, officers, officials, servants and

volunteers and hold them indemnified and harmless for all losses, damages and liabilities resulting from my injury, death or loss of property sustained or incurred during my training for the Event, during the Event or as a consequence of or while traveling to or from the Event.

3. 本人確認及了解該活動的各種安排及預防措施在現有疫情情況下均已足夠及有效。本人於參加該活動時已完全了解及接受參與該活動將有感染新型冠狀病毒病及相關之感染風險，後果及影響。

I acknowledge and agree that the measures and precautions taken by the Organiser are adequate and sufficient in the circumstances and I participate in the Event fully knowing and accepting the risks relating to contracting COVID-19 and the consequences and effects of contracting COVID-19.

4. 本人願意授權予該大會使用本人的（因該活動本人向該大會提供或該大會從本人收集的）個人資料、肖像、姓名、聲音、體能資料（「該等資料」）以作該大會來年或將來之活動籌辦、推廣或宣傳之用。本人同意

I grant permission to the Organisers to utilise my personal information, appearance, name, voice, bio-data likeness submitted by me or collected by the Organisers in connection with the Event ("such information") for the organisation, promotion or publicity of the current and future Event. I agree that:

i. 該大會將擁有包含該等資料的刊物（如相片、錄像、印刷品等）（「該等刊物」）所涉及之一切權利（包括但不限於版權）；及

the Organisers shall own all rights (including without limitation, copyrights) in and arising from materials (e.g. photos, video, printed materials etc.) ("such materials") that contain such information; and

ii. 如需要，該大會可展示、複製、編訂、刊登或以其他方式使用該等資料或該等刊物

the Organisers may exhibit, copy, edit, publish or use in any other ways such information or such materials where necessary,

iii. 該大會無須再取得本人的批准而行，而本人亦放棄任何審核該等刊物的權利。

and no further approval needs to be obtained from me and I also waive any right of inspection associated with such materials.

5. 本人接受並會遵守該大會為該活動不時訂立的所有規則。本人明白如該等規則未能遵守，則可能根據該大會決定而被取消資格。本人將會負責賠償大會因本人不遵守大會因時制訂的規則及本人所有故意，魯莽或疏忽的行為而導致的損失及責任。

I accept and will adhere to all rules and regulations that the Organisers impose from time to time for the Event. I understand that failing to adhere to any such rules and regulations will be subject to disqualification as may be determined by the Organisers. I will indemnify the Organisers for all losses, damages and liabilities as a result of my failure to adhere to any rule or regulation in force from time to time or as a result of any act of mine which is either wilful, reckless or negligent and which causes loss, damages or injury to any person or property.

6. 本人聲明在報名表格上之資料完整及確實無誤。

I hereby declare that the data and information I provide on the entry form are correct, true and complete.

7. 本人確認所遞交的資料正確無誤，並理解大會有權查核遞交資料的真確性的權利。本人明白，若遞交不實或虛假的資料，大會有權按事件嚴重性採取相應紀律行動。

By submitting my entry for the Event, I acknowledge that the information I submitted is true and valid and the Organiser has the right to verify such information, which if found to be false, the Organiser has the right to enforce disciplinary action where appropriate.

11. 本人同意該大會有權收集、儲存及使用本人在報名表格上所填報之個人資料（以【個人資料（私穩）條例】之定義為準）以作該活動相關的用途（包括但不限於籌備、推廣或宣傳該活動）及用作直接促銷該活動及大會贊助商所提供及售賣的產品與服務。本人亦同意該大會可將這類資料發放予與該活動的籌辦、安排、舉行、推廣或宣傳有關的團體，包括但不限於國際田徑聯會、活動秘書處公司、活動攝影師、傳媒、報章及雜誌。本人同意該等收集、儲存及使用是合法及實屬公平。本人亦同意本人所有資料，包括本人的個人資料、照片、電子影像及聲音檔案等，都可能被用作宣傳該活動。

I agree that the Organisers are permitted to collect, store and use my personal data (as defined in the Personal Data (Privacy) Ordinance) as provided by me in the entry form for the purpose of or in connection with the Event (including but not limited to organisation, promotion, and publicity of the Event) and for the purpose of direct marketing in relation to the Event or in relation to any services or products provided

or sold by any sponsor of the Event and that such collection, storage and use are lawful and fair in the circumstances. I further agree that the Organisers may pass on such personal data to their agents, contracting parties, supporting organisations and other related parties for the purposes mentioned above, in particular but without limitation to World Athletics, the Event secretarial company, the Event photographer, the media and the press.

12. 該活動所引發的任何爭議（包括本聲明或任何參加規則的解釋和行使），該大會將擁有最終的決定權。

In the event of dispute in respect of or arising from the Event including the interpretation and application of these declarations or any rules and regulations, the decision of the Organisers shall be final, binding and conclusive.

13. 若中、英文版的文意有任何歧義，一概以英文版本為準。

In case of discrepancies between the Chinese and English version, the English version shall prevail.