

活動條款及細則 Terms & Conditions

1. 一般規則 GENERAL RULES

1.1 參賽者必須仔細閱讀參賽條款、細則及安排。遞交報名後,即表示參加者遵守及接受在此及其後所有主辦單位/活動策劃所引入之一切參賽條款、細則及安排。 Participants must study the event rules and regulations carefully. Upon submission of your application of entry, a participant is deemed to have accepted all Terms and Conditions of the Event, the Official Rules as stipulated and also to those that may be later introduced by the Organizers/Event Producer.

1.2 參加者理解及同意活動屬自願參與性質,並須自行承擔一切風險。參加者明白活動帶有危險性,有可能引致嚴重身體傷害、永久性殘疾及死亡等。每位參加者須就參與活動時的身體狀況及行為承擔責任。每位參加者須承擔任何及一切參與活動相關的風險,包括但不限於跌倒、與其他參加者發生碰撞或其他危險、路面上的危險、或由於自然和天氣狀況造成的地面危險或墜落物體引起的危險。 Participants understand and agree that participation in the Event is voluntary and at the own risk of participants. Participants acknowledge that the Event is dangerous and may carry with them the potential for serious bodily injury, permanent disability, death or the like. Each participant accepts responsibility for his/her condition and conduct in connection with the Event. Each participant assumes any and all risks associated with participating in the Event, including but not limited to fall, dangers or collisions with other participants, dangers arising from surface hazards or falling objects from the nature and weather condition.

1.3 每位參加者理解及明白攝取酒精及/或藥物對活動開始前,進行期間及之後所附帶的危險性。參加者明白酒精及/或藥物可能會影響他/她的判斷力和跑步能力。每位參加者須為其攝取酒精及/或藥物所導致任何的損傷、損失、或損害負責。 Each participant understands and acknowledges the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and he/she recognizes that consumption of alcohol and/or drugs might impair his/her judgment and running skills. Each participant assumes responsibility for any injury, loss or damage associated with his/her consumption of alcohol and/or drugs.

1.4 每位參加者同意免除,並永久解除對主辦機構、活動策劃、活動推廣商、活動代表及工作人員、廣告商、義工、執行人員、承辦商、供應商、任何贊助商、支持組織及/或所有其他參與是次活動的人員或機構;以及其各自的母公司、子公司、關聯公司、特許持有人、職員、董事、合夥人、董事會成員、股東、會員、保險公司、代理人、員工、義工以及其他參與者和代表(統稱「免責方」)一切及任何性質的索償或責任、索求、損害、損失和訴訟原因、參加者擁有或可能具有的任何種類或任何性質的一切及任何性質的索償或責任,包括在往返活動場所,在活動期間,或其他任何原因(包括疏忽行為、遺漏或大意)由因急救、醫療護理、醫學治療、醫療決定(在活動場地或其他地方)時所產生的人身傷害、事故、死亡、部分或永久性殘疾、疏忽、財產損失

和其他損失所導致的法庭費用、律師費和訴訟費(「索償」)。 Each participant agrees to absolve waive release and forever discharge the Organizers, Event Producer, Event promoters, Event officials, Event staff, advertisers, volunteers, administrators, contractors, vendors, any sponsor, supporting organizations and/or all other persons or entities involved with the Event, and each of their respective parent, subsidiary, affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, insurers, agents, employees, volunteers and other participants and representatives (the “Released Parties”) from any and all claims or liabilities of any kind, demands, damages, losses, and causes of action, of any kind or any nature which the participant has or may have in the future, including court costs, lawyers’ fees and litigation expenses (the “Claims”) arising from bodily injuries, accidents, death, partial or permanent disability, negligence, property damage and damages of any kind or other losses such as resulting from the provision of first aid, medical care, medical treatment, medical decisions (at the Event venue or elsewhere) during or caused by travelling to and from the Event venue, during the Event or whatsoever reason (negligent acts, omissions or carelessness included).

1.5 每位參加者均承諾並同意不會向其已同意免除、放棄及解除向上述免責方提出的任何索償。 Each participant covenants and agrees not to sue any of the Released Parties for any of the Claims that he/she has absolved, waived, released or discharged herein.

1.6 每位參加者同意他/她有責任確定其身體有否足夠體力及健康安全地參與是次活動。每名參加者見證及證明他/她有及將有足夠體力及健康地參與是次活動。每名參加者亦證明沒有任何由醫療保健提供者勸告他/她反對參與是次活動。每位參加者須確認如他/她參與是次活動, 他/她的身體或醫療狀況並不會危及其本人或其他參與者, 又或干擾他/她安全地參與是次活動之能力。 Each participant agrees that it is his/her responsibility to determine whether he/she is sufficiently physically fit and healthy to safely participate in the Event. Each participant attests and certifies that he/she is or will be sufficiently physically fit and healthy to participate in the Event. Each participant further certifies that he/she has not been advised against participant in the Event by any healthcare provider. Each participant confirms he/she has no physical or medical condition that would endanger himself/herself or others if he/she participates in the Event, or would interfere with his/her ability to safely participate in the Event.

1.7 任何被主辦機構/活動策劃因已知或懷疑其身體不適合或未能安全地參加活動的人士, 主辦機構/活動策劃保留禁止/取消該任何人士參與的權利; 該人士須接受主辦機構/活動策劃的決定。有關參加者明確放棄因上述拒絕或取消資格所導致任何已支付費用而引起的損失提出索償。 The Organizers/Event Producer reserves the right to disallow/disqualify any person who is known or suspected by the Organizers/Event Producer to be physically unfit or unsafe to participate in the Event and such person shall accept such decision of the Organizers/Event Producer accordingly. The participant concerned expressly waives any claim for damages arising from the aforesaid denial or disqualification regarding to any fee paid.

1.8 每位參加者特此同意接受當在參與活動期間, 因他/她出現受傷、意外、或患病時由醫療主管或其代理人、員工、義工、關聯機構及指定人士、醫生及/或醫院所建議的醫療護理和治療。

在必要時,參加者須授權活動策劃或其任何其代理人、員工、義工、關聯機構及指定人士、任何活動組織者或贊助者、或任何活動義工,為其同意所需要的醫療護理和治療。每位參加者明白此授權是在獲得任何特定診斷、治療、或醫院護理之前所提供。另外,此授權是向上述機構在行使其最佳判斷時提供照顧的權力及能力。每位參加者同意承擔其由於參加活動而導致任何形式包括並未在他/她保險條款中所包涵的費用。此等費用包括但不限於醫療護理及治療、救護車服務、住院、醫生及藥品開支和服務。每位參加者同意彌償及免除免責方承擔此類費用的所有責任。Each participant hereby consents to receive medical care and treatment that may be deemed advisable in the event of injury, accident or illness to him/her while participating in the Event by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, the participant authorizes the Event Producer or any of its agents, employees, volunteers, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. Each participant understands that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the above-mentioned may deem advisable in the exercise of their best judgment. Each participant agrees to be responsible and assume liability for any and all costs incurred as a result of his/her participation in the Event, not covered by his/her insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. Each participant agrees to indemnify and hold harmless the Released Parties from all liability for such costs.

1.9 參加者必須確保在報名表格上之資料正確無誤。All information provided by a participant in the registration form must be true and accurate.

1.10 參加者須於截止日期或之前遞交報名,名額有限,先到先得。All entries must be submitted no later than the registration deadline. Entry is available on a first-come, first-served basis.

1.11 主辦單位/活動策劃有權提早截止報名日期,而不作任何通知。The Organizers/Event Producer reserves the right to close the registration any time, whether before or after the registration deadline specified, without prior notification.

1.12 如參賽者在提交報名後需要更改個人資料,主辦單位/活動策劃將收取行政費港幣**100**元。The Organizers/Event Producer will **charge HK\$100 administration fee** for the change of participant's personal data after the submission of application.

1.13 參加者需按各活動的年齡要求參與(如適用),違例者將被即時取消參加資格及被要求離開賽道/有關活動場地。All participants should register according to the age requirement of each category respectively (if applicable). Offenders will be disqualified and requested to leave the race course/ event venue.

1.14 除主辦單位/活動策劃批准外,所有賽事一律禁止參賽者帶同寵物,或直接或間接使用任何形式車輪運行的物件(包括但不限於自行車、滾軸溜冰鞋、手推車、附有轆的鞋等)進入賽道範

圍。 No pets or any form of wheel-run objects of transport, including but not limited to bicycles, skates, push carts, shoes with built-in rollers are allowed, except those authorized by the Organizers/Event Producer.

1.15 若參加者在活動期間因任何行為、過失或蓄意破壞而導致主辦單位/活動策劃支付額外開支,必須對主辦單位/活動策劃作出合理之賠償。 Participants shall indemnify and/or reimburse the Organizers/Event Producer in respect of any additional expenses or costs incurred by the Organizers/Event Producer arising from or in connection with any fault or action or behaviour of such Participants during participation in the Event.

1.16 參加者同意工作人員、醫務人員、賽事總監或保安有權要求參加者退出比賽/活動,並取消其參加資格。 Participants must retire and leave the race course/event venue immediately if requested by any race official, medical staff, race director or security staff.

1.17 參加者領獎前,需要向大會出示身份證明文件,包括..香港身份證、護照、殘病人士登記證等,以核實身份。 Race Winners will be required to present their identification including HK identity card, passport or Registration Card for People with Disabilities for verification.

1.18 大會已購買公眾責任保險,但不包括個人意外保障。為保障個人安全,參加者應自行購買個人意外保險及按需要而購買其他合適的保險。 Public liability insurance is covered by the Organizers. This does not include personal accident insurance. It is recommended that all participants to purchase your own personal accident insurance and other relevant insurance according to your needs.

1.19 主辦單位/活動策劃保留更改大會條款及細則之權利。如有任何爭議,主辦單位/活動策劃保留最終決定權。 The Organizers/Event Producer reserves the right to amend the program of the rules and regulations. Should there be disputes, the Organizers/Event Producer reserves the right to the final decision.

2. 賽事規則 RACE RULES & REGULATIONS

2.1 如參賽者生於**1943年12月8日**或以前,須於報名前先行諮詢醫生的意見以策安全;大會或會要求參賽者出示醫生紙,以證明其身體狀況適宜參加有關活動。 Runners who were **born on or before 8th December 1943** are advised to consult the doctor. The Organizers may require a runner to submit a medical certificate to affirm sound health conditions for participation in the activity.

2.2 參賽須生於**1943年12月9日**到**2014年12月8日**,大會有權取消任何不合資格的人仕。 Runners should **born between 9th December 1943 and 8th December 2014**. The Organizers has the right to disqualify people who are not fulfil the requirement.

2.3 主辦單位/活動策劃擁有一切決定權,按照參賽者填報的個人最佳成績,安排參賽者分批進

行賽事。The Organizers/Event Producer reserves the right to divide the participants according to the best personal results they declared into various groups. The groups will start at different times to avoid unnecessary congestions.

2.4 參加者須把號碼布掛在上衣正面。Participants should place your race bib visibly on the front of your top clothing.

2.5 號碼布自定名稱由參加者自行寫於號碼布上。如自定名稱使人覺得冒犯或具誹謗性, 參加者須自行承擔相關風險。Personalized bib name is assigned by the participant. Participants will be responsible any potential liability associated.

2.6 參加者在比賽當日因任何理由需重發號碼布, 主辦單位/活動策劃將收取行政費港幣**200元**。Participants shall pay the Organizers/ Event Producer **HK\$200 administration fee** for re-issuing a new race bib under any circumstances.

2.7 參加者必須準時進入每組的等候區等候安排, 否則將會被取消資格。Participants should enter the waiting zone on time, or otherwise be disqualified from the race competitions.

2.8 參加者不得騷擾或防礙其他參加者進行活動/比賽, 違例者會被取消參加資格及被要求離開有關活動場地。Participants must not harass or impede other participants from conducting activities / competitions. Offenders will be disqualified and requested to leave the event venue.

2.9 比賽期間不得作弊, 一經發現, 違例者會被取消參加資格。Cheating in the game is also not allowed. Offenders will be disqualified once found.

2.10 若任何組別之報名人數少於3人或3隊, 該組別所設之獎項將被取消。If there are fewer than 3 participants or 3 teams in any category, the award will be cancelled.

2.11 所有獎項及名次均以大會時間計算。Official Times will be used for determining the prizes and positions.

2.12 如對於獎項及名次有任何爭議, 主辦單位/活動策劃保留最終決定權。Should there be disputes of the prizes and positions, Organizers / Event Producer reserve the right of the final decision.

2.13 大會將頒發電子完成證書予所有在大會時間的賽事及場次合乎資格之參賽者。如參賽者未能完成賽事, 或未有按指定的起跑時間或組別起步, 其參賽資格將會被取消及不會獲頒發任何獎項或證書。E-certificate of Achievement will be issued to all qualified runners with an Official Time in all races and categories. Participants who do not start the race according to the designated start time and assigned registered race category and participants who do not complete the race, shall not be entitled to any awards and certificates.

2.14 參加者如需要醫療輔助,可通知在場工作人員或致電印在號碼布上的大會緊急熱線。If first aid assistance is needed, please inform the race and event staff or call the emergency contact number printed on your race bib.

3. 個人資料的使用 USE OF PERSONAL DATA

3.1 主辦單位/活動策劃及其代理商有權使用任何有關活動之相片、錄像及賽事紀錄作任何合法用途,包括活動宣傳之用。The Organizers/Event Producer and its agents shall have the absolute discretion to use any photograph, video or any other record of the Event for any lawful purposes including advertising and promotion of the event.

3.2 全城街馬為活動策劃及主辦單位,與其委託的服務供應商(如有),將使用參加者所提供的資料作以下用途: RunOurCity as Event Producer and Organizers; and its authorized service providers (if any) will use the information that you supplied for the following:

- a) 大會公佈成績 Announcement of results;
- b) 處理報名的行政工作,包括但不限於確認、簽發收據、收款通知、捐助記錄及有關活動通訊等 Processing administrative work related to registration, including but not limited to endorsement, receipt issuance, payment notice issuance, donation record and relevant event notices, etc.;
- c) 識別用戶或參加者 Identifying the user or participant;
- d) 紀錄與參加者的任何聯絡 Recording any communication with participants;
- e) 防止和偵測利用本網站進行詐騙或濫用等行為,及讓第三者以本網站名義進行技術援助及後勤等工作 Preventing and detecting any activities that make use of this website for fraudulent or exploitative behaviour, or activities that allow third parties to provide technical support and backup work in the name of this website;
- f) 提供全城街馬的最新資訊和體育資訊 Providing the latest updates of RunOurCity's events and sports events;
- g) 以不記名形式統計訪客的使用習慣及研究訪客的人數、興趣及瀏覽行為,有助我們瞭解訪客的瀏覽和使用習慣,從而提高服務水平。In an anonymous basis, conducting statistical research on the website in relation to the visitor's habits and the number of visitors, their interests and browsing behaviour, which can help us understand visitors' viewing and usage habits so as to improve our service levels.
- h) 供作法例規定、授權或准許的其他合法用途。Any other legitimate purposes as may be required, authorized or permitted by law.

3.3 為了執行上述的目的,參加者在申請表內所提供的個人資料或許會轉交其他機構。The personal data provided by participants may be disclosed to other organizations for the purposes mentioned above.

3.4 我們不會出租、交換或售賣閣下自願在本網站提供的可識別個人資料,包括電郵地址及聯絡電話等。We will never lease, exchange or sell any personally identifiable information that

you have voluntarily supplied to us, including email address and telephone number.

4. 活動取消及退款 EVENT CANCELLATION & REFUND POLICY

4.1 因應以下原因,主辦單位/活動策劃有權取消或縮短賽事,並且不會因此退還報名的費用及捐款(如適用)。The Organizer/Event Producer reserves the right to cancel or cut short the Event for the following reasons. Registration fee and charitable donation (if applicable) will not be refunded.

- a) 惡劣天氣 adverse weather conditions
- b) 活動場地/路線發生山泥傾瀉、泥石流、山火 landslides, rock falls or hill fires along the course.
- c) 抗議示威或活動路線被封閉/阻塞 protests or blockage along the course.
- d) 不可抗力因素,即發生超出主辦單位/活動策劃所能控制的事件和令舉辦比賽成為不可能,不安全或不切實際的情況。不可抗力事件包括但不限於天災、戰爭、敵對行為、侵略、叛亂、革命、起義、暴動、騷亂、罷工、怠工、禁工或動亂、疾病的爆發以及恐怖主義行為和威脅 Force majeure i.e. due to occurrence of incidents that are beyond the control of the organizers and which renders it impossible, unsafe or impractical to hold the event. A force majeure event shall include, but is not limited to, act of God, war, hostilities, invasion, rebellion, revolution, insurrection, riot, commotion, strikes, go-slows, lock outs or disorder, outbreak of disease, acts or threats of terrorism.

4.2 如於活動當日(2019年12月8日)0時0 分或之後,香港天文台發出三號或以上熱帶氣旋信號、紅色或黑色暴雨警告,賽事將會取消。請留意活動網頁 <https://hongkonghealthrun.hk> 及 <https://www.facebook.com/Yakult-Health-Run/> 的 即時公佈。The race will be cancelled if no. 3 or above typhoon signal, red or black rainstorm warning signal is in force at 0:00 on the event day (8 December, 2019). Please stay tuned with the updates on the event website: <https://hongkonghealthrun.hk> and <https://www.facebook.com/Yakult-Health-Run/>

4.3 比賽期間如天氣轉壞或天文台發出上述警告信號,大會有權更改賽程或取消比賽。請留意現場工作人員的指示。所有報名費用及捐款恕不退還。When any of the above weather warning signals are hosted or the adverse weather condition happens during the race, the Organizer reserves the right to amend the race route or cancel the event. Please follow the official instructions on-site. All registration fees are non-refundable.

4.4 大會保留因惡劣天氣、山泥傾瀉、泥石流、山火或出現示威以致阻塞賽道的情況下,更改賽道或取消賽事之權利。大會將不會退還報名費用及捐款。The Organizer reserves the right to cancel or cut short the Event if blockage along the route happens because of protest, adverse conditions such as rainstorms, landslides, rock falls or hill fires. No refund of the event fee nor any charitable donation will be arranged.

4.5 所有報名者成功登記後均不可退款, 重複報名者將不獲發還重複報名的費用, 活動名額不可轉移到其他申請人或賽事。若參加者容許他人用其參賽號碼布/活動名額, 此參加者及代跑者將會被取消參加資格及不容許參加將來的活動。 No refund is allowed after registration is completed. Registration fee paid for duplicated entries will not be refunded and places cannot be transferred to another applicant or race. If a participant allows another party to attend on his or her behalf, both participant and the runner who run on behalf of the participant will be disqualified and might not allowed to participate in future events.

4.6 主辦單位/活動策劃保留權利取消任何觸犯、違反或不遵守任何大會守則人士的參賽成績。 被取消資格參賽者的報名費, 將不獲退還(適用於競賽活動)。The Organizers/Event Producer reserves the right to disqualify any person and / or nullify his or her result due to any violation the Official Rules of the Event. No refund will be accommodated in the case of disqualifications (applicable to races).

4.7 主辦單位/活動策劃擁有修改及解釋以上規則的權利。任何有關活動的臨時改動或取消, 將以活動網站公佈為準。The Organizers/Event Producer reserves the right of final decision of the event. Any changes or contingent measures for the event announced by the Organizers/Event Producer and posted on the event's website shall prevail.