

「東華三院萬聖節反轉樂園慈善跑」

條款及細則

於 2018 年 11 月 3 日於香港迪士尼樂園度假區舉行的「東華三院萬聖節反轉樂園慈善跑」及其附帶活動（「活動」）由東華三院主辦（「大會」），並由香港國際主題樂園有限公司及香港業餘田徑總會有限公司全力協助。

在此等條款及細則中，

- 「慈善跑慈善跑」指以在活動期間舉行的跑步項目；
- 「報名者」指為其個人或其 18 歲以下子女/被監護人完成和提交活動網上申請的人士；
- 「參加者」指已被大會接受其報名參與活動的人士；
- 「兒童參加者」指 12 歲以下的參加者；
- 「陪同參加者」指 18 歲或以上、根據此等條款及細則要求陪同兒童參加者參與慈善跑的參加者；

1. 責任免除 - 在適用法律准許的最大範圍內，每一位填寫及遞交活動網上申請（包括為自己或代 18 歲以下遞交活動網上申請）之人士免除對大會以及任何直接或間接與活動相關，或提供有關活動的服務或建議的個人、組織或公司（包括但不限於香港國際主題樂園有限公司、香港迪士尼管理有限公司及香港業餘田徑總會有限公司）提出任何及全部與此活動有關以及各種形式及性質的損失、費用、損害賠償、索賠、要求、賠償、訴訟因由和/或各種性質的責任，包括但不限於律師費（合稱「責任」），包括但不限於因該人士為活動之練習、在參與活動過程中、往返活動場地途中所發生、收集、保留、移轉及使用本人的個人資料或使用信用卡或其他電子付款方法之責任。
2. 彌償 - 鑒於大會批准參加者參與活動，及領取有價值物件，參加者將全面彌償大會及其代表（包括但不限於香港國際主題樂園有限公司、香港迪士尼管理有限公司及香港業餘田徑總會有限公司）並免除大會及其代表承擔任何及全部由參加者參與活動引起或與該參與有關的責任，包括但不限於與(a)任何傷害有關的任何和所有責任，參與者自己或任何其他人受傷、疾病或死亡；和 (b) 任何財物損失或損害。
3. 年齡限制 - 在活動當日，參加者必須於年滿 3 歲或以上； 12 歲或以下的參加者必須由一名陪同參加者陪同。陪同參加者必須在整個活動中陪伴兒童參加者，負起兒童參加者的全部責任，並確保兒童參加者履行其適用之條款及細則。大會有權在比賽之前或之後或比賽進行中，核實或要求參加者出示其身份證明（包括但不限於香港身份証、護照或其他附有照片的證件）以核實

參加者之身份及/或年齡。

4. 報名確認 – 所有慈善跑名額均不能轉讓。名額有限，先到先得，額滿即止。報名一經遞交，大會一律不接納在提交活動網上申請後之任何更改要求。若就參加者提供的資料有虛假或不完整、未完成付款，或不合乎任何參加資格等，大會保留權利取消其參加者資格及其慈善跑名額，而不作退款或賠償。大會亦保留權利以電話或其他方式與參加者或報名者聯絡及查詢報名之補充資料。
5. 報名費及捐款 – 報名一經接納，有關報名費用及捐款將不能退回。
6. 重覆報名 – 每名報名者只能就慈善跑報名一次。每名報名者須確保自己名下只有一次登記。大會將取消任何重覆之報名而不作另行通知或退款。重覆之報名不能用作領取跑手包。
7. 服飾 – 參加者在參與活動時必須時刻穿著合宜的服裝，包括鞋子及襯衣。所有參加者在參與活動時必須佩戴向他/她的跑手包中提供的大會號碼布。
8. 條款及細則 – 參加者在提交活動網上申請後，報名者同意接受活動所制定的條款及細則、香港迪士尼樂園規則、國際田徑聯會的活動規則、大會活動規則（合稱「規則」）。大會保留權利不時修改或補充規則，或終止或暫停慈善跑而不作事前通知。
9. 參加者體格 – 參加者必須留意及明白活動（包括其中之慈善跑）所涉及的風險及所需之體能負荷。每位參加者（及未滿 18 歲參加者的父母或法定監護人，如適用）須自行負責確保參加者健康狀況良好及適合參與活動及慈善跑，身體並無任何損傷、疾病或缺陷可能影響他/她參與及無法完成活動及慈善跑。任何懷孕或患有慢性疾病如心臟病及高血壓的人士，不應參與活動或慈善跑。大會保留權利不容許或取消任何為大會知悉或依其絕對酌情權判斷下看似或懷疑不適合參與活動的參加者的資格。大會建議參加者在活動前徵詢醫生意見，以確保其身體狀況適合參與活動及慈善跑。遞交活動網上申請及參與活動，代表：
 - (a) 參加者向大會保證及確認其身體狀況良好及適合參與及完成活動及慈善跑；及
 - (b) 不限制上文第 2 段情況下，參加者同意向大會及其代表（包括但不限於香港國際主題樂園有限公司、香港迪士尼管理有限公司及香港業餘田徑總會有限公司）彌償及免除大會及其代表承擔任何或全部因其身體狀況不適合參與及完成活動及慈善跑而發生或與之有關的責任。
10. 取消資格 – 對於任何觸犯、違反或不遵守任何規則或此等條款及細則之參加者，大會保留權利取消其參與慈善跑資格。因這些情況被取消資格的參加者，大會無須退還其登記費用及捐款。大會保留權利拒絕遲到的參加者參與活動。
11. 寵物及其他動物 – 被認可為服務用途之動物除外（例如：合資格導盲犬），

其他動物均不能進入任何賽道。

12. 更改賽道 – 大會保留因應道路實際情況或緊急情況下，於慈善跑前或進行中更改任何慈善跑路線之權利而無須向參加者或任何其他人士作另行通知。如緊急車輛必須於活動或慈善跑進行期間使用部份慈善跑路線以盡快處理緊急情況，大會可能會暫停活動或慈善跑。在緊急情況下，必須跟從活動工作人員及/或執法人員的指示。
13. 工作人員指示 – 參加者必須時刻跟從大會及工作人員的指示。
14. 慈善跑完成獎牌 – 任何人士沒有預先報名參與活動以及作出相應捐款而擅自走入慈善跑路線，不會獲頒發完成獎牌。大會將頒發完成者獎牌予所有在大會時間的慈善跑及場次合乎資格之參加者。如參加者：**1)**未有按指定的起跑時間起步；及/或 **2)**未有完成慈善跑，參加者將不會獲頒發任何獎牌。
15. 天氣 – 若活動當天中午 **12** 時正，香港天文臺已經發出 **3** 號或以上熱帶氣旋信號、紅色或黑色暴雨警告信號，活動將會被取消。參加者敬請在活動前一晚密切留意天氣報告，顯示未來約 **16** 小時內可能發出之熱帶氣旋信號、或紅色或黑色暴雨警告信號。在活動當天中午 **12** 時後，亦請留意活動之官方網站關於活動之最新情況。即使香港天文臺沒有發出以上警告信號，大會保留權利自行決定因惡劣天氣取消活動。如是次活動因天氣或任何其他原因被迫取消，活動將不會補辦。所交捐款及報名費用將撥供東華三院作慈善用途。參加者可在 **2019** 年 **3** 月 **31** 日或之前憑未曾使用之門票於迪士尼樂園之賓客服務中心換取其他日子之門票。
16. 進一步保證 – 參加者必須按大會不時要求簽署有關免責表格或任何其他表格、文件、協議或承諾。如參加者未滿 **18** 歲，有關免責表格、文件、協議或承諾必須由他們的父母（或法定監護人，如適用）簽署。參加者（及/或他們的父母或法定監護人，如適用）未有簽署有關免責表格、文件、協議或承諾，將會被取消其參加者資格，而大會將對此參加者或任何其他人士不再負有任何責任。
17. 第三者權利 – 此等條款及細則構成大會和每位參加者或報名者之間各別的協議。除其它直接或簡接與活動有關、或提供有關活動的服務或意見之個人、機構或公司（包括但不限於香港國際主題樂園有限公司、香港迪士尼管理有限公司及香港業餘田徑總會有限公司）外，任何不屬於此協議的立約方的人士於合約（第三者權利）條例（香港法例第 **623** 章）下不享有任何權利強制執行此協議任何條款。
18. 法律規管 – 此活動只根據中華人民共和國香港特別行政區（「香港」）的法律組織，本條款及細則受中華人民共和國香港特別行政區之法律規管和詮釋。
19. 解釋及決定權 – 大會擁有對此等條款及細則最終之解釋權。如有任何爭議，大會保留就爭議及與此活動有關任何問題之最終決定權。
20. 語言 – 本條款及細則以英文及中文編寫，若英文本與中文本之間如有任何歧義，則以英文本為準。

TWGHs Halloween Charity Run

Terms and Conditions:

“TWGHs Halloween Charity Run” and its associated activities in Hong Kong Disneyland Resort on 3 November 2018 (“Event”) is organised by Tung Wah Group of Hospitals (“TWGHs” or “Organizers”) and fully supported by Hongkong International Theme Parks Limited and The Hong Kong Amateur Athletic Association Limited.

In these Terms and Conditions,

- “Run” means the run to be held during the Event;
- “Applicant” means a person completing and submitting the Event online application for themselves and/or on behalf of his/her child or ward aged below 18;
- “Participant” means a person whose application to participate in the Event has been accepted by the Organizers;
- “Child Participant” means Participant who is aged below 12;
- “Accompanying Participant” means a Participant aged 18 or above who accompanies the Child Participant in his/her participation in the Event as required by these Terms and Conditions

1. Release - To the fullest extent permitted by applicable law, each person completing and submitting the Event online application (for themselves and/or on behalf of the Participants who are aged below 18) releases and discharges the Organizers and any other individual, organization or company connected directly or indirectly with the Event or providing services or advices in relation to the Event (including without limitation Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and The Hong Kong Amateur Athletic Association Limited) from any and all losses, expenses, damages, claims, demands, compensation, causes of action and/or liabilities of every kind and nature, including, without limitation, attorneys’ fees (collectively, “Liabilities”) arising out of or in connection with the Event, including without limitation, Liabilities incurred during such training for the Event, during the Event, as a consequence of or while travelling to or from the Event, the collection, retention, transfer and use of my personal data, or the use of credit cards or other electronic gateways for payment.
2. Indemnity - In consideration of the Organizers permitting the Participants to

participate in the Event, and in consideration of the opportunity to win prizes and collect valuables in connection with the Event, the Participants will indemnify and hold harmless the Organizers and any other individual, organization or company connected directly or indirectly with the Event or providing services or advices in relation to the Event (including without limitation Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and The Hong Kong Amateur Athletic Association Limited) from and against any and all Liabilities arising out of or in connection with the Participants' participation in the Event, including without limitation, any and all Liabilities in relation to (a) any injury, illness or death suffered by the Participant himself / herself or any other person; and (b) any property loss or damage.

3. Age Limits – On the date of the Event, Participants must be 3 years old or above. A Child Participant must be accompanied by an Accompanying Participant. The Accompanying Participant must accompany the Child Participant throughout the Event, take full responsibility for the Child Participant and ensure that the Child Participant complies with these Terms and Conditions as applicable. The Organizers have the right to verify and request for personal identification as the Organizers may require (including but not limited to HKID Card, passport or other photo identification) for verification of the age of Participants before, during and after the Event.
4. Acceptance of Entries – All Run entries are not transferable. Limited number of entries is available on a first-come, first-served basis. The Organizers do not accept any request for change after the Event online application is submitted. The Organizers reserve the right to disqualify any Participant or cancel his/her Run entry without refund or compensation if information provided in his/her Event online application is false or incomplete information, or he/she fails to make the required payment or fails to meet all entry requirements. The Organizers also reserve the right to contact and interview applicants or participants by phone or other means for any additional information required for their application.
5. Entry Fee – Entry fee is non-refundable once an entry was accepted.
6. Duplicated Entries – Each person is only allowed to apply once for the Run. Each Applicant shall ensure that only one application is made under his/her name. Any duplicated application will be cancelled by the Organizers without prior

notice or refund of entry fee and donation. Duplicated entry(ies) cannot be used for redeeming the Runner's Pack.

7. Attire – Proper attire, including shoes and shirts, must be worn at all times during the Event. Each Participant must wear the official running bib provided in his/her Runner's Pack when participating in the Event.
8. Rules and Regulations – Upon submitting his/her online application, the Applicant agrees to accept all terms and conditions set out for this Event, Hong Kong Disneyland Park Rules and Regulations, International Association of Athletics Federations Competition Rules and the Official Competition Rules (collectively, "Rules and Regulations"). The Organisers reserve the right to amend or supplement the Rules and Regulations or to terminate or suspend the availability of the Event at any time without prior notice.
9. Physical Conditions – Participants should be aware of and understand the risks involved in and the degree of fitness required for the Event (including the Run). It is the sole responsibility of each Participant (and the parent or legal guardian of Participant aged below 18, as applicable) to ensure that he / she is in good health, physically fit and suffer from no physical impairment, illness or defect which might affect his/her participation that might not be able to complete the Event and the Run. Any person who is pregnant or suffering from any chronic disease such as heart disease or high blood pressure should not participate in the Event or the Run. The Organizers reserve the right to disallow or disqualify any person who is known or in the sole discretion of the Organizers, who appears or is suspected to be physically unfit to participate in the Event and the Run. Participants are asked to seek medical advice of their physical condition and appropriateness before participating in the Event. By submitting the online application and subsequently taking part in the Event, the Participant:
 - (a) warrants and confirms to the Organizers that he / she is in good health and physically fit to participate in and complete the Event and the Run; and
 - (b) without limiting paragraph 2 above, agrees to indemnify and hold the Organizers and any other individual, organization or company connected directly or indirectly with the Event or providing services or advices in relation to the Event (including without limitation Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and The

Hong Kong Amateur Athletic Association Limited) harmless for any and all Liabilities arising from or in connection with him / her not being physically fit to participate in and complete the Event and the Run.

10. Disqualification – The Organizers reserves the right to disqualify any person due to any violation, breach, non-compliance or non-observance of any of the Rules and Regulations or these Terms and Conditions. The Organizer shall not be obliged to refund any entry fee and donation or otherwise compensate the Participant under these circumstances. The Organizers reserve the right to decline participation in the Event in case of late arrivals.
11. Pets or other animals – Except approved service animals (e.g. qualified guide dogs), others animals are not permitted to enter any of the running routes.
12. Route Alteration – The Organizers reserve the right to change or alter any part(s) of the running route before or during the Event or the Run without prior notice to Participants or any other person in the event of unexpected road conditions or emergency. The Event or the Run may be temporarily suspended for the emergency vehicles access. Participants must follow the instructions of Event officials and/or any law enforcement officers on site, in case of emergency.
13. Instructions Given by Event Officials – Instructions given by the Organizers and Event officials shall be followed at all times.
14. Finisher Medals – Official Time will be used and no finisher medal or award will be given to any person who takes part in a Run for which he / she is not registered or made related donations. A finisher medal will be awarded to all qualified Participants provided with an Official Time in the Run. Participants shall not be entitled to any award if he/she: 1) did not start the Run according to the designed start time and/or; and/or 2) did not complete the Run.
15. Weather – The Event will be cancelled if tropical cyclone warning signal no.3 or above, and/or red or black rainstorm signal is hoisted by the Hong Kong Observatory at 12:00 noon on the date of the Event. Please pay special attention to the weather report the night before the Event as it will indicate whether tropical cyclone warning signals, or red or black rainstorm signals are likely to be hoisted in around the next 16-hour period. Please also follow the updates on the Event official website regarding the status of the Event from

12:00 noon onwards . The Organizers reserve the right to cancel the Event without compensation or refund of entry fees and donation in case of inclement weather as determined by the Organisers in its sole judgment, even though such signals are not hoisted. Upon such cancellation, each unused Event admission ticket may be exchanged for a single day admission ticket at the Guest Relation Center of the Park on or before 31 March 2019.

16. Further Assurance – Participants are required to sign such release forms or any other form, document, agreement or undertaking as the Organizers may require from time to time. For Participants aged below 18, such form, document or agreement must be signed by their parent (or legal guardian, as appropriate). Failure by any Participant (and/or their parent or legal guardian, if applicable) to sign such form, document, agreement or undertaking will result in disqualification of such Participant and the Organizers will have no further obligation to such Participant or any other person.
17. Rights of Third Party – These Terms and Conditions constitute an agreement between the Organizers and each Participant or Applicant. Except for the individual, organization or company connected directly or indirectly with the Event or providing services or advices in relation to the Event (including without limitation Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and The Hong Kong Amateur Athletic Association Limited), a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this agreement.
18. Governing Law – This Event is organized in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“HKSAR”) only. These Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR.
19. Final Interpretation and Decision - These Terms and Conditions are subject to the interpretation of the Organizers which shall be final and conclusive. In the event of disputes, the Organizers reserve the right to make final judgment on the dispute and otherwise in respect of the Event.
20. Languages – These Terms and Conditions are written in English and Chinese language. In case of discrepancies between the English and the Chinese

versions, the English version shall prevail.