

Hong Kong Disneyland 10K Weekend 2019 - Presented by AIA Vitality

Terms and Conditions:

“Hong Kong Disneyland 10K Weekend 2019 - Presented by AIA Vitality” and its associated activities in Hong Kong Disneyland Resort on 2 to 3 November 2019 (“**Event**”) is jointly organised by Hongkong International Theme Parks Limited (“**HKITP**”) and The Hong Kong Amateur Athletic Association Limited (“**Organizers**”).

In these Terms and Conditions,

- “**Race**” means any of the following races to be held during the Event: Pixar Pals Night Run Party ,Kids Races, 3K, 5K and 10K Fun Group and 10K Race Group (10K Race Group will be categorised into the following sub-groups: Junior Male (aged 16-19); Junior Female (aged 16-19); Senior Male (aged 20-34); Senior Female (aged 20-34); Master 1 Male (aged 35-44); Master 1 Female (aged 35-44); Master 2 Male (aged 45 or above) and Master 2 Female (aged 45 or above));
- “**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 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 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 of the 10K must be 16 years old or above; Participants of the 5K must be 14 years old or above; Participants of the Pixar Pals Night Run Party and 3K must be 3 years old or above; and Participants of the

Kids Races must be 5 years old or below. 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 Race entries are not transferable. Limited number of entries for each Race 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 Race entry without refund or compensation if information provided in his/her Event online application is false, incomplete or incorrect, 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 same Race. 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. Duplicated entry(ies) cannot be used for redeeming the Runner's Pack and duplicated entry fee paid is non-refundable.
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 Organizers 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 Race). 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 limit his/her ability to participate in and complete the Event and the Race. 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 Race. 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 Race. 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) has carefully reviewed and completed the Health Questionnaire and Recommendations provided by the Organizers;
 - (b) 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 Race; and
 - (c) without limiting paragraph 2 above, agrees to indemnify the Organizer and hold the Organizers 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 Race.
10. **Disqualification** – The Organizers reserves the right to disqualify any person and / or nullify his / her Race result 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 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 Race without prior notice to Participants or any other person in the event of unexpected road conditions or emergency. The Event or the Race 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. **Results** – Official Time and Net Time will be provided to Participants who have completed the designated Race(s) within the specified time limits wearing his / her running bib throughout the Race(s) (except Kids Races). Split Times maybe provided and if so, they are for reference only.
15. **Awards and Certificates** – Only Participants of the 10K will be entitled to compete for awards. Official Time will be used to determine the awards and positions. No certificate, medal or award will be given to any person who takes part in a Race or Race Category for which he / she is not registered. An electronic certificate and finisher medal will be awarded to all qualified Participants provided with an Official Time in any Race or Race Category, except Kids Races. Participants shall not be entitled to any certificate, medal or award if he / she: 1) did not start the Race according to the designed start time and/or; 2) did not participate in the assigned Race Category; and/or 3) did not complete the Race (including Participants who boarded the Official Bus during the Race).

Races	Pixar Pals Night Run Party	Kids Races	3K	5K	10K	
					Race Group	Fun Group
Medal	✓	✓	✓	✓	✓	Medal
Electronic Certificate	✓	✓	✓	✓	✓	Electronic Certificate
Award	--	--	--	--	✓ (Top 3 participants will be presented. Official Time will be used to determine the awards and positions.)	--

(✓ - Available for Participant)

16. Pixar Pals Night Run Party – Each Participant of the Pixar Pals Night Run Party will be entitled to join the night run between 8:30 p.m. to 10:00 p.m. and the night party between 7:00 p.m. to 11:00 p.m. on November 2, 2019 and to receive one electronic Hong Kong Disneyland Park Night Run Ticket (“EPT”) for his or her own use. EPT will be sent to the email account registered by the Participant on the Event registration website on or after October 15, 2019, and Event wristband may be redeemed at the same time when Participant collects his or her runner’s pack. There will be 3 types of EPT as follows:

- (a) Night EPT – the Night EPT will be valid: after 4 p.m. on November 2, 2019 only.
- (b) 1-Day EPT – the 1-Day EPT will be valid for the whole day of November 2, 2019.
- (c) 2-Day EPT – the 2-Day EPT will be valid for two visits to the Park during the period of November 1 to November 8, 2019, provided that one of the two visits must take place on November 2, 2019. Failure to visit the Park on November 2, 2019 will result in the 2-Day EPT being void. For verification purposes, before entering the Park, a photo will be taken of the Participant at the turnstile, the photo being used to verify the Participant’s identity as a ticket-holder upon each re-entry. Participants who do not wish to have their photo taken will be offered a different method of verification, e.g. presenting such other personal identification for themselves as HKITP may from time to time require, and in addition, such Participant’s name will be printed on the 2-Day EPT and such name cannot be changed.

The above 3 kinds of EPTs are subject to the following terms and conditions: EPTs not used within the validity period (and with respect to 2-Day EPT, if such 2-Day EPT is not used on

November 2, 2019) will be void without exchange, refund or compensation; are subject to General Terms and Conditions available on www.hongkongdisneyland.com/tickets and other restrictions and changes determined by HKITP in its sole discretion without advance or further notice; cannot be upgraded to 2-Day Ticket, Magic Access or any other ticket products; and may not be used in conjunction with any other discount or promotional offer.

17. Weather –

	Kids Races	3K Race	5K Race	10K Fun	10K Race	Pixar Pals Night Run Party
Cut off time for Event cancellation	3:00am on the date of the Event					5:30pm on the date of the Event
Event arrangements	<p>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 the cut off time.</p> <p>In all other inclement weather scenarios not specified above, the Organizers may in their sole discretion delay, suspend or cancel the Event, any Race and any ancillary entertainment activities and facilities. Such scenarios include without limitation thunderstorm warning and/or 10LM lightning warning hoisted after the cut off time; and damage or obstruction to facilities, venue or route caused by inclement weather prior to the Event. Announcements concerning delay, suspension and cancellation will be published on the Event official website.</p> <p>Please pay special attention to the weather report during the 16-hour period before the Race start time as it may indicate whether tropical cyclone warning signals, or red or black rainstorm signals are likely to be hoisted. Please also follow the updates on the Event official website closely regarding the status of the Event.</p> <p>No refund of entry fee or other compensation will be provided if the Event, any Race and any ancillary entertainment activities and facilities are delayed, suspended or cancelled due to inclement weather.</p>					

18. Merchandise pre-order – No coupon, promotional offer or discount is applicable to purchase of merchandise on the Event registration website. Merchandise purchased on the Event registration website cannot be refunded, exchanged and may not be used in conjunction with any other discount or offer. HKITP may from time to time limit the number, type, value and other features of the merchandise available for purchase in its sole discretion.

19. Transportation service – The shuttle service available for purchase on the Event registration website is provided by Kwoon Chung Motors Company, Limited (“**Operator**”), and not by or on behalf of the Organizers or any of their respective affiliates. The Operator is not an agent of the Organizers. The Organizers give no

representation or warranty as to the goods or services provided by the Operator. To the fullest extent permitted by applicable law, the Organizers do not accept any liability for any injury, damage, loss or expense of any nature howsoever suffered or incurred as a result of the misconduct, wrongful act or omission, or negligence of the Operator, or otherwise arising out of the goods or services provided by the Operator. Shuttle service is not available to visitors to Hong Kong.

20. **Further Assurance** – Participants are required to sign or online accept 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 or online accepted by their parent (or legal guardian, as appropriate). Failure by any Participant (and/or their parent or legal guardian, if applicable) to sign or online accept 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.
21. **Rights of Third Party** – These Terms and Conditions constitute an agreement between the Organizers and each Participant or Applicant. 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.
22. **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.
23. **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.
24. **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.

“Hong Kong Disneyland 10K Weekend 2019 – PRESENTED BY AIA VITALITY”

Participant Disclaimer and Indemnity

(This disclaimer and indemnity is written in both Chinese and English. In the case of discrepancies between the Chinese and English versions, the English version shall prevail.)

In consideration of Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and/or The Hong Kong Amateur Athletic Association Limited (collectively “Organizers”) permitting me to participate in the “Hong Kong Disneyland 10K Weekend 2019–presented by AIA Vitality” and its associated activities in Hong Kong Disneyland Resort on 2 to 3 November 2019 (the “Event”), and in consideration of the opportunity to win prizes and collect valuables in connection with the Event, I declare as follows:

1. I am aware that participation in the Event can be physically demanding and can result in accidents, injuries or death or loss. I am entering the Event entirely at my own risk and responsibility. To the fullest extent permitted by applicable law, I hereby release and discharge 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 from any and all losses, expenses, damages, claims, demands, compensation, causes of action and/or other 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 my 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. I represent to the Organizers that I am in good health, physically fit and suffer from no physical impairment, illness or defect which might limit my ability to participate in and complete the Event. I have been advised by the Organizers to consult with my own physician and to obtain his or her opinion as to my ability, fitness and suitability to participate in the Event prior to my participation therein. I declare that I have the skill level required to participate in the Event. I acknowledge that, except as provided in paragraph 5, neither the Organizers have rendered any medical service to me or given any opinion or diagnosis of my physical condition, nor are they authorized to do so. I acknowledge that if I now have, or have any reason to suspect now or at any subsequent time, any physical condition which might limit my ability to participate in the Event, I will or I will at that time again consult my physician and obtain his or her expert opinion as to the appropriateness of my continued participation in the Event. I further represent that if at any time I feel or believe that I am unable to continue participation in the Event, I will immediately discontinue such participation. I warrant and confirm to the Organizers that I have carefully reviewed and completed the Health Questionnaire and Recommendations provided by the Organizers.
3. 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, I will indemnify and hold harmless the Organizers from and against any and all Liabilities arising out of or in connection with my participation in the Event, including without limitation, any and all Liabilities in relation to (a) any injury, illness or death suffered by myself or any other person; and (b) any property loss or damage.

4. I have read and understand all terms and conditions set out for this Event, the Health Questionnaire and Recommendations provided by the Organizers, Hong Kong Disneyland Park Rules and Regulations, International Association of Athletics Federations (“IAAF”) Competition Rules and the Official Competition Rules, including, without limitation, the arrangements made by the Organizers (“Rules and Regulations”). I accept and will adhere to all Rules and Regulations that the Organizers may 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 Organizers without compensation or refund of entry fee(s).
5. I agree to take doping tests and receive any necessary medical treatment provided by the Organizers if the circumstances requires.
6. I understand and agree to provide my photo identification document to verify my personal details to the Organizers upon request.
7. I acknowledge that any consultation with a physician as described herein shall be at my own cost and expense.
8. I will immediately advise the Event manager of any unsafe condition that I observe, and will refuse to participate in the Event until all unsafe conditions observed by me have been remedied.
9. I grant the Organizers and their respective parent, subsidiary, affiliates and assigns (including The Walt Disney Company and its parent, subsidiary and other affiliated companies and assigns) (collectively referred to as “Released Parties”) the right to photograph, record and/or videotape me and other persons entering the Event and on whose behalf this online application is submitted) and further to display, edit, use and/or otherwise exploit my name, face, likeness, Event results and standings (as more fully described below), voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming (including broadcasts on ESPN platforms), in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Event results and standings (including but not limited to name, bib number, if applicable, age, times, if applicable, gender, country of residence, or other Event results), without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.
10. I hereby declare that the data and information I provide on the online application are correct, true and complete.
11. This Participant Disclaimer and Indemnity is subject to the interpretation of the Organizers which shall be final and conclusive. In the event of dispute in respect of or arising from the Event including the interpretation and application of these terms or any Rules and Regulations, the decision of the Organizers shall be final, binding and conclusive.
12. By submitting the online application, I acknowledge that I have read and understand and I agree that the Organizers may collect, retain, transfer and use the personal data

collected under this online application and in connection with the Event and its associated activities for the purpose of or in connection with the Event (including but not limited to organization, promotion, and publicity of the Event, and payment and purchase of entrance fee and merchandises) in accordance with the Personal Information Collection Statement attached to the online application. By checking the "Receiving Hong Kong Disneyland Marketing Information" box and submitting this online application, I acknowledge that I have read and understand and I agree to the use of personal data for direct marketing purposes in the manner set out in the Personal Information Collection Statement attached to this online application.

13. This Participant Disclaimer and Indemnity constitutes an agreement between the Organizers and each of the Registrants or Participants (as the terms are defined in the Event Terms and Conditions). 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.