Hong Kong Disneyland 10K Weekend 2024 - Presented by AIA Vitality

Terms and Conditions:

"Hong Kong Disneyland 10K Weekend 2024 - Presented by AIA Vitality" and its associated activities in Hong Kong Disneyland Resort on 2 to 3 November 2024 ("Event") is jointly organised by Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and Hong Kong, China Association of Athletics Affiliates (collectively the "Organizers").

In these Terms and Conditions,

- "Race" means any of the following races to be held during the Event: Kids Races, 3K, 5K and 10K Fun Group and 10K Race Group (5K and 10K Race Group will be categorised into the following sub-groups: Junior Male (aged 14/16-19); Junior Female (aged 14/16-19); 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 additional person(s), and/or 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, including any additional person(s) being registered by the Applicant;
- "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 Participant 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 and preparation 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 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 (whether by the Participant or by an Applicant on his/her behalf) is false, incomplete or incorrect, or he/she fails to make the required payment or fails to meet all entry requirements. For the avoidance of doubt, each Participant aged 18 or above is required to complete his / her individual Health Declaration, Disclaimer and Indemnity, and Waiver forms. If a Participant aged 18 or above fails or refuses to complete his / her Health Declaration, Disclaimer and Indemnity, or Waiver forms by the stipulated deadline, he / she will be disqualified from participating in the Event and Race(s) without any compensation or refund of entry fee. 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 and Cancellation Policy Entry fee is non-refundable once an entry was accepted. If the Event, any Race and/or any ancillary entertainment activities and/or facilities are delayed, suspended or cancelled due to inclement weather or any circumstances beyond the control of the Organizers, no refund of entry fee or other compensation will be provided.
- 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. Each Participant shall ensure that only one application is made for his / her entry. 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.
- 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, as well as all applicable laws, regulations, guidelines, directions and orders of any governmental or regulatory authority throughout the Event (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, and that he / she is not suffering from and does not have any symptoms of any contagious disease. 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. confirms that he / she has carefully reviewed and completed the Health Questionnaire and Recommendations provided by the Organizers: and
 - 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 that he / she is not suffering from and does not have any symptoms of any contagious disease; and
 - c. without limiting paragraph 2 above, agrees to indemnify the Organizers 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 or the Race.
- 10. Disqualification The Organizers reserve 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 Organizers 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 for approved service animals (e.g. qualified guide dogs), other 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 any of the running routes 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 and/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 may be provided and if so, they are for reference only. For result information, please check with Hong Kong, China Association of Athletics Affiliates for details.
- 15. Awards and Certificates Only Participants of the 5K and 10K Race Group 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. An electronic participation certificate and finisher medal will be awarded to all Child Participants in 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	Kids Races	3K	5K	10K	
				Race Group	Fun Group
Medal	√	✓	√	✓	✓
Electronic Certificate	✓	√	✓	✓	~
Award			(Top 3 participants will be presented. Official Time will be used to determine the awards and positions.)	(Top 3 participants will be presented. Official Time will be used to determine the awards and positions.)	

(✓ - Available for Participant)

16. Weather -

	Kids Races	3K Race	5K Race	10K Fun	10K Race		
Cut off time for Event cancellation	3:00am on the date of the Event						
Event arrangements	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.						
	In all other inclement weather scenarios not specified above, the Organizers main 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.						
	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.						
	No refund of entry fee or other compensation will be provided if the Event, any Race and/or any ancillary entertainment activities and facilities are delayed, suspended or cancelled due to inclement weather.						

- 17. 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. Organizers may from time to time limit the number, type, value and other features of the merchandise available for purchase in its sole discretion.
- 18. 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.
- 19. 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 without compensation or refund of entry fee, and the Organizers will have no further obligation to such Participant or any other person.
- 20. 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.

- **21. 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.
- **22.** 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.
- 23. 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 2024 - 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 Hong Kong, China Association of Athletics Affiliates Limited (collectively "Organizers") permitting me to participate in the "Hong Kong Disneyland 10K Weekend 2024 – presented by AIA Vitality" and its associated activities in Hong Kong Disneyland Resort on 2 to 3 November 2024 (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 and preparation 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.
- 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 me 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), as well as all applicable laws, regulations, guidelines, directions and orders of any governmental or regulatory authority throughout the Event (collectively, "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 require.
- 6. I understand and agree to provide my photo identification document to verify my personal details to the Organizers upon request.
- 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 may enforce this clause against me directly. 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
- 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). Except as expressly provided for in this agreement, 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.
- 14. If any provision of this Participant Disclaimer and Indemnity shall be held to be void or unenforceable, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

「香港迪士尼樂園 10K Weekend 2024 - AIA Vitality 健康程式全力支持」

條款及細則

於 2024 年 11 月 2 日至 3 日於香港迪士尼樂園度假區舉行的「**香港迪士尼樂園 10K** Weekend 2024 - AIA Vitality 健康程式全力支持」及其附帶活動(「活動」)由香港國際主題樂園有限公司,香港迪士尼管理有限公司及中國香港田徑總會聯合主辦(合稱「大會」)。在此等條款及細則中,

- ·「賽事」指以下任何一項於活動期間舉行的比賽:兒童跑、3公里跑、5公里跑及10公里跑 歡樂組及10公里跑比賽組(5公里跑10公里跑比賽組分為男子青年組(14/16-19 歲)、女子青年組(14/16-19 歲)、男子壯年組(20-34 歲)、女子壯年組(20-34 歲)、男子先進1組(35-44 歲)、女子先進1組(35-44 歲)、男子先進2組(45 歲或以上)及女子先進2組(45 歲或以上))。
- ·「報名者」指為其個人及/或他人及/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,包括「報名者」於提交活動網上申請內 的任何人士;
- ·「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賽事的參加 者;
- 1. 責任免除 在適用法律准許的最大範圍內,每一位參加者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及 準備、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-<u>鑒於大會批准參加者參與活動,及獲得獎項之機會和領取有價值物件,參加者將全面</u> 彌償大會及其代表 並免除大會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,10公里跑參加者必須年滿16歲或以上;5公里跑參加者必須年滿14歲或以上;3公里跑參加者必須於年滿3歲或以上;及兒童跑參加者必須於年滿5歲或以下。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証明(包括但不限於香港身份証、護照或其他附有照片的証件)以核實參加者之身份及/或年齡。

- 4. 報名確認 所有賽事名額均不能轉讓。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或不正確(不論是參加者本人提供或是報名者代其提供)、未完成付款,或不符合任何參賽資格等,大會保留權利取消其參加者資格及其賽事名額,而不作退款或賠償。為免生疑問,所有 18 歲或以上的參加者必須提交他/她本人的健康承諾申報、參加者免責聲明及賠償保證、與及協議或承諾文件。如 18 歲或以上的參加者未能或拒絕於規定限期前提交他/她的健康承諾申報、參加者免責聲明及賠償保證、與及協議或承諾文件,該參加者將會被取消其參加者資格及其賽事名額,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. **報名費及取消政策**-報名一經接納,有關報名費用將不能退回。因惡劣天氣情況或任何超出 大會所能控制之情況而順延、暫停或取消活動、任何賽事及/或任何其附帶娛樂活動及設 施,大會恕不退還報名費用或作出賠償。
- 6. **重覆報名**-每名報名者只能就同一賽事報名一次。每名報名者須確保自己名下只有一次登記。<mark>每名參加者須確保自己只報名一次</mark>。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而重覆報名之費用不能退回。
- 7. **服飾**-参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/她的選手包中提供的大會號碼布。
- 8. 規則-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、國際田徑聯會的比賽規則、大會比賽規則,以及在活動中所有適用法律及政府或任何 監管機構所制定之規例、指引、指示及命令(合稱「規則」)。大會保留權利不時修改或補 充規則,或終止或暫停賽事而不作事前通知。
- 9. **参加者體格**-参加者必須留意及明白活動(包括其中之賽事)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賽事,身體並無任何損傷、疾病或缺陷可能限制他/她參與及完成活動及賽事的能力;及他/她沒有出現任何其他傳染病之症狀。任何懷孕或患有慢性疾病如心臟病及高血壓的人士,不應參與活動或賽事。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。大會建議參加者在比賽前徵詢醫生意見,以確保其身體狀況適合參與活動及賽事。遞交活動網上申請及參與活動,代表:
 - (a) 参加者已仔細閱讀及完成大會提供的健康問卷和安全建議專訊;及
 - (b) 参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賽事, 及他 / 她沒有出現任何其他傳染病之症狀; 及
 - (c) 不限制上文第 2 段情況下,參加者同意向大會彌償及免除大會承擔任何或全部 因其身體狀況不適合參與及完成活動或賽事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賽事資格及拒絕承認其賽事成績。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。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,於賽事前或進行中更改任何賽道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賽事進行期間使用部份賽道以盡快處理緊急情況,大會可能會暫停活動或賽事。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活動工作人員的指示。
- 14. **比賽成績** 大會將提供大會時間及個人時間予每名於指定時限內完成指定賽事及佩戴正確號碼布之參加者(兒童跑參加者除外)。大會可能會提供分段時間,但只作參考之用。有關比賽成績詳情,請向中國香港田徑總會查詢。
- 15. **獎項及證書** 只有 5 公里跑及 10 公里跑之比賽組參加者有資格競逐有關獎項。所有獎項及名 次均以大會時間為準。任何人士參與沒有登記的賽事或場次,均不會獲頒發任何證書、獎牌 或獎項。大會將頒發列有完成時間的電子證書及完成者獎牌予所有賽事及場次合乎資格之參 加者,兒童跑除外;兒童跑的兒童參加者將獲頒發電子完賽證書及完成者獎牌。如參加者: 1)未有按指定的起跑時間起步; 及/或2)未有按指定組別起步; 及/或3)未有完成賽 事(包括於賽事期間登上大會巴士),參加者將不會獲頒發任何獎項、獎牌或證書。

賽事	兒童跑	3 公里跑	5 公里跑	10 公里跑		
	, , , , , ,	, . <u></u>	- ,, _	比賽組	歡樂組	
獎牌	√	√	✓	✓	√	
證書	✓	√	✓	✓	✓	
獎項			√ (設有冠軍、亞軍及 季軍 , 獎項均以大會 時間為準。)	✓(設有冠軍、亞軍及季軍,獎項均以大會時間為準。)		

(✓-適用於參加者之項目)

16. 天氣 -

	兒童跑	3公里跑	5 公里跑	10 公里跑	10 公里跑			
				歡樂組	比賽組			
活動取消最後時限	活動當天早上3時正							
活動安排	兩警告信號,活 而因應任何在」 停或取消活動、於 ,在活動取消 里閃電警告, 關順延、暫停可 參加者敬請在賽 紅色或黑色暴所 活動之最新情況 因惡劣天氣情況	動將會被取消。 上述沒有指明的惡 任何賽事及任何 新最後時限後懸排 从及活動前惡分為 就取消活動之公佈 賽事開始前 16 小 兩警告之信號或予 品。	图 3 號或以 图 3 號或以 图 3 號或以 图 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	大會有絕對酌情构	權決定順延、暫 青況包括但不限 間發出的 10 公 員壞或阻礙。有 顯示熱帶氣旋、 之官方網站關於			

- 17. **預售商品** 任何優惠券、推廣優惠、折扣均不適用於活動申請網站購買商品。於活動申請網站購買之商品不得退換或與其他推廣或折扣優惠一併使用。大會有絕對酌情權不時限制可供出售商品之數量、種類、價值或其他方面。
- 18. **交通服務**-於活動申請網站預訂之特別巴士服務是由冠忠遊覽車有限公司("營運商") 提供,並非由樂園公司或其關聯公司提供。營運商並不是大會的代理人。大會並不會對營運 商所提供之產品或服務作出任何申述或保證。在法律許可的最大範圍內,大會亦不會對營運 商之不當行為、錯誤作為或遺漏、或其疏忽,或對使用其產品或服務時所引致之任何傷害、 損壞、損失或費用負責。特別巴士服務恕不提供給到港旅客。
- 19. **進一步保證**-参加者必須按大會不時要求簽署或網上確認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)簽署或網上確認。參加者(及/或他們的父母或法定監護人,如適用)未有簽署或網上確認有關免責表格、文件、協議或承諾,將會被取消其參加者資格而不作退款或賠償,而大會將對此參加者或任何其他人不再負有任何責任。
- 20. **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。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。

- 21. **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。
- 22. **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。
- 23. 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。

「香港迪士尼樂園 10K Weekend 2024 - 由 AIA Vitality 健康程式全力支持」

參加者免責聲明及賠償保證

(本聲明以中文及英文編寫,如有任何分歧,概以英文版本為準。)

鑒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/或中國香港田徑總會(下稱「大會」) 批准本人參與於 2024 年 11 月 2 日至 3 日於香港迪士尼樂園度假區舉行的「香港迪士尼樂園 10K Weekend 2024 - 由 AIA Vitality 健康程式全力支持」及其附帶活動(「活動」);及以獲得獎項之機會和領取有價值物件,本人作出以下聲明:

- 1. 本人知道參與此活動可能需要大量體力及有可能導致意外、受傷、死亡或損失。本人 參加此活動是願意自己承擔風險及責任。在適用法律准許的最大範圍內,本人在此豁 免大會及其它直接或簡接與該活動有關、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」),包括但不限於因本人在該活動之練習及準備、在參與該活動過程中、往返活 動場地途中、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,所發生或其引致之人身傷亡或財物損失之任何責任。
- 2. 本人向大會聲明·本人健康狀況良好及適合參與活動·身體上並無任何損傷、疾病或 缺陷可能限制本人參與和完成活動的能力。大會已向本人建議在參與活動前·應先就 本人的能力、體格及參與活動的合適度·徵詢本人醫生的意見。本人向大會聲明本人 具備參與此活動所需之技能。本人確認·除於第7段所述·大會沒有及不獲授權向本 人提供任何醫療服務·或就本人的身體狀況提供任何意見或診斷。本人承諾·如現在 本人的身體狀況可能令本人參與活動的能力受到局限·或本人現在或其後任何時間有 任何理由懷疑可能出現此情況·本人會或屆時將會就本人是否適宜繼續參與活動·再 次諮詢醫生的專業意見。本人並且聲明·在任何時間當本人覺得或相信自己不能繼續 參與活動時·本人將會立即停止參與有關活動。本人向大會保證及確認已仔細閱讀及 完成大會提供的健康問卷和安全建議專訊。
- 3. 鑒於大會批准本人參與活動,及獲得獎項之機會和領取有價值物件,本人將全面彌償 大會及其代表並免除大會承擔任何及全部由本人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,本人或任何其他人受傷、 疾病或死亡;和(b)任何財物損失或損害。
- 4. 本人已閱讀並明白所有大會為活動所制定的條款及細則、大會提供的健康問卷和安全 建議專訊、香港迪士尼樂園規則、國際田徑聯會及大會比賽規則,包括但不限於大會 之安排(合稱「規則」)。本人接受並會遵守大會不時為活動定立的所有規則。本人

明白如本人未有遵守所有規則,本人可能根據該大會決定而被取消資格而不獲賠償或退回報名費用。

- 5. 本人同意接受藥檢及若在需要情況下接受大會提供的治療。
- 6. 本人明白及同意在大會要求下向大會提供本人附有本人照片的証明文件,以作核對個 人資料。
- 7. 本人承諾,此聲明提及任何有關諮詢醫生的費用及支出概由本人承擔。
- 8. 本人在參與活動期間,如發現任何不安全狀況,會立即通知大會工作人員,並停止參與活動直至所有由本人發現之不安全狀況被處理為止。
- 9. 本人不可撤銷地授權予大會及其各自的母公司·子公司·關聯公司和受讓人(包括 The Walt Disney Company (華特迪士尼公司)及其母公司·子公司及其關聯公司和受 讓人)(合稱「被免責方」)於活動進行中對本人進行拍攝、記錄及/或錄影·並將 之作展示、編輯、使用及/或以其他方式利用·本人的姓名、肖像、活動結果和賽事 成績(如下文描述)、聲線及外觀於所有不論現在已知或將來存在的媒體(包括但不 限於·在電腦或其它設備的應用程序、網上廣播、電視節目(包括在 ESPN 平台廣 播)·動畫、電影、報紙和雜誌)並以所有形式(包括並不限於數碼化影像或視頻)於全世界任何地方及永久地使用·不論是否用於任何廣告、宣傳或推廣用途(包括但 不限於姓名、號碼布(如適用)、年齡、時間(如適用)、性別、居住國家·或其他 活動結果)·並無須負責任何補償·其餘義務、保留、限制或進一步批准·且本人同 意就有關此授權及使用權的任何申索會作出全數彌償·及免使被免責方承擔有關此等 授權或使用權之任何申索。被免責方可直接向本人行使此條款。然而,被免責方沒有 責任行使此等此項下授予的權利。
- 10. 本人在此聲明本人在網上申請上提供之資料是正確無誤、真實及完整。
- **11.** 大會擁有對此聲明之最終解釋權。如有任何爭議,大會保留就爭議及與活動有關任何問題之最終決定權。
- 12. **在此提交活動網上申請**·茲證明本人確認本人已閱讀及明白及同意大會可能為有關此活動的目的,以活動網上申請附上的個人資料收集聲明所述方式收集、儲存、移轉及使用在活動網上申請上及其關聯的活動(包括但不限於組織、推廣或宣傳活動,以及支付報名費和購買商品)中收集的個人資料。

- 13. 此參加者免責聲明及賠償保證構成大會和每位登記者或參加者(其定義見活動條款及細則)之間各別的協議。除於此合約**明確地**列出外、任何不屬於此協議的人士於合約(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。
- **14.** 如此**參加者免責聲明及賠償保證**合約內的部分規約被視作**無效或不能執行**·合約內的餘下條款將不受影響及繼續生效。

「香港迪士尼乐园 10K 周末 2024 - AIA Vitality 健康程式全力支持」

条款及细则

于 2024 年 11 月 2 日至 3 日于香港迪士尼乐园度假区举行的「**香港迪士尼乐园 10K 周末 2024** - **AIA Vitality 健康程式全力支持**」及其附带活动(「活动」)由香港国际主题乐园有限公司,香港迪士尼管理有限公司及中国香港田径总会联合主办(合称「大会」)。

在此等条款及细则中,

- ·「赛事」指以下任何一项于活动期间举行的比赛:儿童跑、3公里跑、5公里跑及10公里跑 欢乐组及10公里跑比赛组(5公里跑10公里跑比赛组分为男子青年组(14/16-19岁)、 女子青年组(14/16-19岁)、男子壮年组(20-34岁)、女子壮年组(20-34岁)、男子 先进1组(35-44岁)、女子先进1组(35-44岁)、男子先进2组(45岁或以上)及女子 先进2组(45岁或以上))。
- ·「报名者」指为其个人及/或他人及/或其 18 岁以下子女/被监护人完成和提交活动网上申请的人士;
- ·「参加者」指已被大会接受其报名参与活动的人士,包括「报名者」于提交活动网上申请内 的任何人士;
- ·「儿童参加者」指12岁以下的参加者;
- ·「陪同参加者」指 18 岁或以上、根据此等条款及细则要求陪同儿童参加者参与赛事的参加 者;
- 1. 责任免除-在适用法律准许的最大范围内,每一位参加者免除对大会以及任何直接或间接与活动相关,或提供有关活动的服务或建议的个人、组织或公司提出任何及全部与此活动有关以及各种形式及性质的损失、费用、损害赔偿、索赔、要求、赔偿、诉讼因由和/或各种性质的责任,包括但不限于律师费(合称「责任」),包括但不限于因该人士为活动之练习及准备、在参与活动过程中、往返活动场地途中所发生、收集、保留、移转及使用本人的个人资料或使用信用卡或其他电子付款方法之责任。
- 3. 年龄限制 在活动当日,10 公里跑参加者必须年满 16 岁或以上;5 公里跑参加者必须年满 14 岁或以上;3 公里跑参加者必须于年满 3 岁或以上;及儿童跑参加者必须于年满 5 岁或以下。12 岁或以下的参加者必须由一名陪同参加者陪同。陪同参加者必须在整个活动中陪伴儿童参加者,负起儿童参加者的全部责任,并确保儿童参加者履行其适用之条款及细则。大会有权在比赛之前或之后或比赛进行中,核实或要求参加者出示其身份证明(包括但不限于香港身份证、护照或其他附有照片的证件)以核实参加者之身份及/或年龄。
- 4. 报名确认 所有赛事名额均不能转让。名额有限,先到先得,额满即止。报名一经递交,大会一律不接纳在提交活动网上申请后之任何更改要求。若就参加者提供的数据有虚假或不完整或不正确(不论是参加者本人提供或是报名者代其提供)、未完成付款,或不符合任何参赛资格等,大会保留权利取消其参加者资格及其赛事名额,而不作退款或赔偿。为免生疑问,所有 18 岁或以上的参加者必须提交他/她本人的健康承诺申报、参加者免责声明及赔偿

保证、与及协议或承诺文件。如 18 岁或以上的参加者未能或拒绝于规定限期前提交他/她的健康承诺申报、参加者免责声明及赔偿保证、与及协议或承诺文件,该参加者将会被取消其参加者资格及其赛事名额,而不作退款或赔偿。大会亦保留权利以电话或其他方式与参加者或报名者联络及查询报名之补充数据。

- 5. **报名费及取消政策**-报名一经接纳,有关报名费用将不能退回。因恶劣天气情况或任何超出 大会所能控制之情况而顺延、暂停或取消活动、任何赛事及/或任何其附带娱乐活动及设 施,大会恕不退还报名费用或作出赔偿。
- 6. **重复报名**-每名报名者只能就同一赛事报名一次。每名报名者须确保自己名下只有一次登记。<mark>每名参加者须确保自己只报名一次</mark>。大会将取消任何重复之报名而不作另行通知或退款。重复之报名不能用作领取跑手包而重复报名之费用不能退回。
- 7. **服饰**-参加者在参与活动时必须时刻穿着合宜的服装,包括鞋子及衬衣。所有参加者在参与活动时必须佩戴向他/她的选手包中提供的大会号码布。
- 8. 规则 在提交活动网上申请后,报名者同意接受活动所制定的条款及细则、香港迪士尼乐园规则、国际田径联会的比赛规则、大会比赛规则,以及在活动中所有适用法律及政府或任何监管机构所制定之规例、指引、指示及命令(合称「规则」)。大会保留权利不时修改或补充规则,或终止或暂停赛事而不作事前通知。
- 9. 参加者体格 参加者必须留意及明白活动(包括其中之赛事)所涉及的风险及所需之体能负荷。每位参加者(及未满 18 岁参加者的父母或法定监护人,如适用)须自行负责确保参加者健康状况良好及适合参与活动及赛事,身体并无任何损伤、疾病或缺陷可能限制他/她参与及完成活动及赛事的能力;及他/她没有出现任何其他传染病之症状。任何怀孕或患有慢性疾病如心脏病及高血压的人士,不应参与活动或赛事。大会保留权利不容许或取消任何为大会知悉或依其绝对酌情权判断下看似或怀疑不适合参与活动的参加者的资格。大会建议参加者在比赛前征询医生意见,以确保其身体状况适合参与活动及赛事。递交活动网上申请及参与活动,代表:
 - (a) 参加者已仔细阅读及完成大会提供的健康问卷和安全建议专讯;及
 - (b) 参加者向大会保证及确认其身体状况良好及适合参与及完成活动及赛事, <mark>及他</mark> / <u>她没有出现任何其他传染病之症状</u>; 及
 - (c) 不限制上文第2段情况下,参加者同意向大会弥偿及免除大会承担任何或全部 因其身体状况不适合参与及完成活动或赛事而发生或与之有关的责任。
- 10. **取消资格** 对于任何触犯、违反或不遵守任何规则或此等条款及细则之参加者,大会保留权利取消其参与赛事资格及拒绝承认其赛事成绩。因这些情况被取消资格的参加者,大会无须退还其登记费用。大会保留权利拒绝迟到的参加者参与活动。
- 11. **宠物及其他动物** 被认可为服务用途之动物除外(例如:合资格导盲犬),其他动物均不能进入任何赛道。
- 12. **更改赛道**-大会保留因应道路实际情况或紧急情况下,于赛事前或进行中更改任何赛道之权利而无须向参加者或任何其他人士作另行通知。如紧急车辆必须于活动或赛事进行期间使用部份赛道以尽快处理紧急情况,大会可能会暂停活动或赛事。在紧急情况下,必须跟从活动工作人员及/或执法人员的指示。
- 13. 工作人员指示 参加者必须时刻跟从大会及活动工作人员的指示。
- 14. **比赛成绩** 大会将提供大会时间及个人时间予每名于指定时限内完成指定赛事及佩戴正确号码布之参加者(儿童跑参加者除外)。大会可能会提供分段时间,但只作参考之用。有关比赛成绩详情,请向中国香港田径总会查询。

15. **奖项及证书** - 只有 5 公里跑及 10 公里跑之比赛组参加者有资格竞逐有关奖项。所有奖项及名 次均以大会时间为准。任何人士参与没有登记的赛事或场次,均不会获颁发任何证书、奖牌 或奖项。大会将颁发列有完成时间的电子证书及完成者奖牌予所有赛事及场次合乎资格之参 加者,儿童跑除外;儿童跑的儿童参加者将获颁发电子完赛证书及完成者奖牌。如参加者: 1)未有按指定的起跑时间起步; 及/或 2)未有按指定组别起步; 及/或 3)未有完成赛事 (包括于赛事期间登上大会巴士),参加者将不会获颁发任何奖项、奖牌或证书。

				10 公里跑	
赛事	儿童跑	3公里跑	5 公里跑	比赛组	欢乐组
奖牌	✓	√	√	√	✓
证书	√	√	√	√	✓
奖项		✓ (设有冠军、亚军及	✓ (设有冠军、亚军及季		
			季军 , 奖项均以大会	军,奖项均以大会时间	
			时间为准。)	为准。)	

(✓ - 适用于参加者之项目)

16. 天气-

	儿童跑	3公里跑	5 公里跑	10 公里跑	10 公里跑			
				欢乐组	比赛组			
活动取消最后时限	活动当天早上3时正							
活动安排	如于上述时限,香港天文台已经发出 3 号或以上热带气旋信号、红色或黑色暴雨警告信号,活动将会被取消。 而因应任何在上述没有指明的恶劣天气情况,大会有绝对酌情权决定顺延、暂停或取消活动、任何赛事及任何其附带娱乐活动及设施。此类情况包括但不限于,在活动取消最后时限后悬挂之雷暴警告及/或在活动前或期间发出的 10 公里闪电警告,以及活动前恶劣天气对设施,场地或路线造成的损坏或阻碍。有关顺延、暂停或取消活动之公布会于活动之官方网站发布。							
参加者敬请在赛事开始前 16 小时内密切留意天气报告,当中会显示抗红色或黑色暴雨警告之信号或预测。亦请参加者密切留意活动之官方活动之最新情况。								
	因恶劣天气情况而顺延、暂停或取消活动、任何赛事及/或任何其附带娱乐活动及设施,大会恕不退还报名费用或作出赔偿。							

- 17. **预售商品** 任何优惠券、推广优惠、折扣均不适用于活动申请网站购买商品。于活动申请网站购买之商品不得退换或与其他推广或折扣优惠一并使用。大会有绝对酌情权不时限制可供出售商品之数量、种类、价值或其他方面。
- 18. **交通服务** 于活动申请网站预订之特别巴士服务是由冠忠游览车有限公司("营运商") 提供,并非由乐园公司或其关联公司提供。营运商并不是大会的代理人。大会并不会对营运 商所提供之产品或服务作出任何申述或保证。在法律许可的最大范围内,大会亦不会对营运 商之不当行为、错误作为或遗漏、或其疏忽,或对使用其产品或服务时所引致之任何伤害、 损坏、损失或费用负责。特别巴士服务恕不提供给到港旅客。
- 19. **进一步保证**-参加者必须按大会不时要求签署或网上确认有关免责表格或任何其他表格、文件、协议或承诺。如参加者未满 18 岁,有关免责表格、文件、协议或承诺必须由他们的父母(或法定监护人,如适用)签署或网上确认。参加者(及/或他们的父母或法定监护人,如适用)未有签署或网上确认有关免责表格、文件、协议或承诺,将会被取消其参加者资格而不作退款或赔偿,而大会将对此参加者或任何其他人不再负有任何责任。
- 20. **第三者权利**-此等条款及细则构成大会和每位参加者或报名者之间各别的协议。任何不属于此协议的立约方的人士于合约(第三者权利)条例(香港法例第 623 章)下不享有任何权利强制执行此协议任何条款。
- 21. **法律规管** 此活动只根据中华人民共和国香港特别行政区(「香港」)的法律组织,本条款 及细则受中华人民共和国香港特别行政区之法律规管和诠释。
- 22. **解释及决定权** 大会拥有对此等条款及细则最终之解释权。如有任何争议,大会保留就争议及与此活动有关任何问题之最终决定权。
- 23. 语言 本条款及细则以英文及中文编写,若英文本与中文本之间如有任何歧义,则以英文本为准。

「香港迪士尼乐园 10K 周末 2024 - AIA Vitality 健康程式全力支持」

参加者免责声明及赔偿保证

(本声明以中文及英文编写,如有任何分歧,概以英文版本为准。)

鉴于香港国际主题乐园有限公司、香港迪士尼管理有限公司及/或中国香港田径总会(下称「大会」) 批准本人参与于 2024 年 11 月 2 日至 3 日于香港迪士尼乐园度假区举行的「香港迪士尼乐园 10K 周末 2024 - AIA Vitality 健康程式全力支持」及其附带活动(「活动」);及以获得奖项之机会和领取有价值对象,本人作出以下声明:

- 1. 本人知道参与此活动可能需要大量体力及有可能导致意外、受伤、死亡或损失。本人参加此活动是愿意自己承担风险及责任。在适用法律准许的最大范围内,本人在此豁免大会及其它直接或简接与该活动有关、或提供有关活动的服务或意见之个人、机构或公司任何及全部与此活动有关以及各种形式及性质的损失、费用、损害赔偿、索赔、要求、赔偿、诉讼因由和/或各种性质的责任,包括但不限于律师费(合称「责任」),包括但不限于因本人在该活动之练习及准备、在参与该活动过程中、往返活动场地途中、收集、保留、移转及使用本人的个人资料或使用信用卡或其他电子付款方法,所发生或其引致之人身伤亡或财物损失之任何责任。
- 2. 本人向大会声明,本人健康状况良好及适合参与活动,身体上并无任何损伤、疾病或缺陷可能限制本人参与和完成活动的能力。大会已向本人建议在参与活动前,应先就本人的能力、体格及参与活动的合适度,征询本人医生的意见。本人向大会声明本人具备参与此活动所需之技能。本人确认,除于第7段所述,大会没有及不获授权向本人提供任何医疗服务,或就本人的身体状况提供任何意见或诊断。本人承诺,如现在本人的身体状况可能令本人参与活动的能力受到局限,或本人现在或其后任何时间有任何理由怀疑可能出现此情况,本人会或届时将会就本人是否适宜继续参与活动,再次咨询医生的专业意见。本人并且声明,在任何时间当本人觉得或相信自己不能继续参与活动时,本人将会立即停止参与有关活动。本人向大会保证及确认已仔细阅读及完成大会提供的健康问卷和安全建议专讯。
- 3. 鉴于大会批准本人参与活动,及获得奖项之机会和领取有价值对象,本人将全面弥偿 大会及其代表并免除大会承担任何及全部由本人参与活动引起或与该参与有关的责任,包括但不限于与(a)任何伤害有关的任何和所有责任,本人或任何其他人受伤、 疾病或死亡;和(b)任何财物损失或损害。
- 4. 本人已阅读并明白所有大会为活动所制定的条款及细则、大会提供的健康问卷和安全建议专讯、香港迪士尼乐园规则、国际田径联会及大会比赛规则,包括但不限于大会之安排(合称「规则」)。本人接受并会遵守大会不时为活动定立的所有规则。本人明白如本人未有遵守所有规则,本人可能根据该大会决定而被取消资格而不获赔偿或退回报名费用。
- 5. 本人同意接受药检及若在需要情况下接受大会提供的治疗。
- 6. 本人明白及同意在大会要求下向大会提供本人附有本人照片的证明文件,以作核对个人资料。

- 7. 本人承诺,此声明提及任何有关咨询医生的费用及支出概由本人承担。
- 8. 本人在参与活动期间,如发现任何不安全状况,会立即通知大会工作人员,并停止参与活动直至所有由本人发现之不安全状况被处理为止。
- 9. 本人不可撤销地授权予大会及其各自的母公司,子公司,关联公司和受让人(包括 The Walt Disney Company(华特迪士尼公司)及其母公司,子公司及其关联公司和受让人)(合称「被免责方」)于活动进行中对本人进行拍摄、记录及/或录像,并将之作展示、编辑、使用及/或以其他方式利用,本人的姓名、肖像、活动结果和赛事成绩(如下文描述)、声线及外观于所有不论现在已知或将来存在的媒体(包括但不限于,在计算机或其它设备的应用程序、网上广播、电视节目(包括在 ESPN 平台广播),动画、电影、报纸和杂志)并以所有形式(包括并不限于数码化影像或视频)于全世界任何地方及永久地使用,不论是否用于任何广告、宣传或推广用途(包括但不限于姓名、号码布(如适用)、年龄、时间(如适用)、性别、居住国家,或其他活动结果),并无须负责任何补偿,其余义务、保留、限制或进一步批准,且本人同意就有关此授权及使用权的任何申索会作出全数弥偿,及免使被免责方承担有关此等授权或使用权之任何申索。被免责方可直接向本人行使此条款。然而,被免责方没有责任行使此等此项下授予的权利。
- 10. 本人在此声明本人在网上申请上提供之数据是正确无误、真实及完整。
- 11. 大会拥有对此声明之最终解释权。如有任何争议,大会保留就争议及与活动有关任何问题之最终决定权。
- 12. **在此提交活动网上申请,兹证明本人确认本人已**阅读及明白及同意大会可能为有关此活动的目的,以活动网上申请附上的个人资料收集声明所述方式收集、储存、移转及使用在活动网上申请上及其关联的活动(包括但不限于组织、推广或宣传活动,以及支付**报名**费和购买商品)**中收集的个人资料**。
- 13. 此参加者免责声明及赔偿保证构成大会和每位登记者或参加者(其定义见活动条款及细则)之间各别的协议。除于此合约**明确地**列出外,任何不属于此协议的人士于合约(第三者权利)条例(香港法例第 623 章)下,不享有任何权利强制执行此协议任何条款。
- 14. 如此**参加者免责声明及赔偿保证**合约内的部分规约被视作**无效或不能执行**,合约内的 余下条款将不受影响及继续生效。