

## **Disclaimer**

### **1. Disclaimer / Indemnity**

By signing the below, you confirm that you wish to enter “Oxfam Trailwalker – Virtually Together”. You confirm and agree that you take part in this event entirely at your own risk and responsibility and that you will not hold Oxfam (the Organiser), any sponsor of this event or any organisation or person providing medical, catering, logistical, IT or other support or services for this event (or any director, employee, agent or contractor of any of the foregoing or any person otherwise associated with any of the foregoing) responsible for death or any injury or for any damage to or loss or destruction of property or any other economic loss or for any consequential loss, in any such case arising from any accident or mishap or otherwise arising from or connected with this event, including, if this happens, after you withdraw from “Oxfam Trailwalker – Virtually Together” without finishing it, and whether during or after this event, in preparation for it, travelling to or from it or otherwise. You also agree to indemnify or reimburse the Organiser in respect of any additional expenses or costs incurred by the Organiser arising from or in connection with your participation in this event. You acknowledge that the Organiser reserves the right to cancel “Oxfam Trailwalker – Virtually Together” at any time without prior notice. Nothing in this disclaimer shall exclude or restrict Oxfam’s liability for your death or personal injury resulting from Oxfam’s negligence.

### **2. Granting Oxfam Hong Kong the Right to Use Your Image, Voice and Story from “Oxfam Trailwalker – Virtually Together”**

By agreeing to the disclaimer, you confirm that you have read and understand the items below regarding the use of your image, voice and story.

- (a) Oxfam is an international organisation that works to end the injustice of poverty around the world. Oxfam is a confederation of 20 affiliated organisations. We are Oxfam Hong Kong, part of this confederation. We would like to take your photo/film/interview and use this in our communications to support our work.
- (b) Your image (film or photographs), voice (video recording, sound clip or other formats) and/or story may be used to tell people about the work that Oxfam does and to help raise money so it can continue its work. It may be used by other Oxfam offices and confederation members around the world (<https://www.oxfam.org/en/contact-us>) and other organisations we work with. Your image, voice and/or story could appear on websites, in newspapers, on social media platforms, in a report or on the television and radio. However, Oxfam is not obliged to use your story.
- (c) Your image, voice and/or story could be seen or heard by anyone around the world (including in your own community and country).
- (d) If you wish, we can conceal your identity by hiding your face, not using your voice, not using your real name, or not revealing specific details of your story (e.g. dates, locations).
- (e) It is your right to decide not to be filmed/photographed/recorded or interviewed by Oxfam. There will be no disadvantages for you, your family, or your team should you choose not to. Reversely, you will not receive additional benefits as a result of sharing your story.

- (f) No new communication materials will be created from your image, voice and story after 5 years. However, published communications can continue in circulation and content may be stored by us and by our photographer in historical archives.
- (g) If you no longer want Oxfam or our partner organisations/vendors to use your image/story/sound clip, you can email us at [otwinfo@oxfam.org.hk](mailto:otwinfo@oxfam.org.hk). We will not make any further use of your image, voice and/or story<sup>1</sup>.
- (h) If you think we don't respect your rights as described here, you can complain to us, or our local regulator.

### **3. Participants' personal data**

You agree that Oxfam is permitted to collect, store and use your personal data (as defined in the Personal Data (Privacy) Ordinance) as provided by you on one or more forms (including electronic forms) for the purpose of or in connection with “Oxfam Trailwalker – Virtually Together” (including but not limited to the organisation and promotion of and publicity for “Oxfam Trailwalker – Virtually Together”) and that such collection, storage and use are lawful in these circumstances. You further agree that Oxfam may pass your personal data to its agents, successors, supporting organisations and other related parties for the purpose of or in connection with “Oxfam Trailwalker – Virtually Together”.

### **4. Undertaking to raise sponsorship**

You, the undersigned,

- (a) undertake that all funds raised directly or indirectly from your participation in “Oxfam Trailwalker – Virtually Together” will be paid in full to Oxfam and that you will not seek to raise funds for other organisations through your participation in “Oxfam Trailwalker – Virtually Together”;
- (b) all collected sponsorship records will be destroyed and deleted after seven years.

### **5. Use of Oxfam Trailwalker's team page**

You and your supporters hereby agree to refrain from sharing or publishing content that encourages any act or behaviour that is illegal, unlawful, defamatory, obscene, threatening, harmful or otherwise offensive. Such content includes anything that may be considered or related to violence, hate speech, terrorist content, harassment, bullying, threats, politics, copyright infringement, sexually explicit content and obscenity. You and your supporters agree that Oxfam Hong Kong (OHK) has absolute discretion to remove, including but not limited to, such content at any time and for any reason from your team page without prior notice. The views and opinions expressed on this webpage are those of you and/or your supporters, and do not necessarily reflect the position and views of OHK, “Oxfam Trailwalker” and “Oxfam Trailwalker – Virtually Together”, nor does OHK, “Oxfam Trailwalker” and “Oxfam Trailwalker – Virtually Together” have any responsibility for the content that is posted on this webpage. OHK does not regularly review, and is not responsible for, any information which is posted on

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<sup>1</sup> We cannot remove content that has already been published. Especially parents/guardians should consider this, knowing that children may change their mind as adults and be unhappy about their real name being used.

this webpage. All content is viewed at a user's risk and OHK does not warrant the accuracy or reliability of any of the information.

Oxfam reserves the right to discontinue your team's registration status at "Oxfam Trailwalker – Virtually Together".

**6. Participants' medical history**

You confirm that you are medically and physically fit and capable of participating in "Oxfam Trailwalker – Virtually Together" and have not been otherwise advised by a qualified medical practitioner.

**7. Regulations under Prevention and Control of Disease Ordinance**

You hereby declare that you will comply with the "Prevention and Control of Diseases (Prohibition of Group Gathering) Regulations" (Chapter 599G), "Prevention and Control of Diseases (Wearing Masks) Regulations" (Chapter 599I) and any other relevant laws and regulations and that you will maintain proper social distance on the event days. If you are prosecuted by any law enforcement or related parties, you agree that the Organiser will have no liability to you in connection with any such prosecution.

**8. Self Support**

You understand that "Oxfam Trailwalker-Virtually Together" is a self-support event and the organizer will not provide any supplies along the route. You will bring enough supplies or refill at the kiosks along the way to ensure that you can complete the activity safely.

By subscribing, you expressly agree that the activity is undertaken under your own responsibility and at your own risk. You expressly agree to release the Organiser from any and all liability in connection with your athletic activities and you also agree that in no event shall the Organiser be liable to you or any third party for any direct, indirect, incidental, special or consequential damages arising out of or in any way connected with OHK, "Oxfam Trailwalker" and "Oxfam Trailwalker – Virtually Together".

*Any changes Oxfam makes to this disclaimer will be posted on the website. Please check it regularly to ensure that you are aware of our latest policies.*

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