

免責聲明

1 參加者聲明及保證

本人現組隊參加「樂施毅行者2020」，謹此聲明並作出保證：

本人確認是自願參加「樂施毅行者2020」和願意承擔自身的風險及責任。本人倘於參加「樂施毅行者2020」期間或其後，或者發生於本人未能完成「樂施毅行者2020」的情況下而退出此活動後，或者在練習期間，或者在往返途中，或者在其他場合，因意外或不幸事故，或者在由此活動引起或與此活動相關的情況下死亡、受傷、財物損毀、遺失，或遭受任何其他經濟損失或任何隨之發生之損失，本人將自行承擔一切責任。樂施會（主辦機構）、贊助機構或任何對此活動提供醫療、膳食、物流、資訊科技或其他支援或服務之機構或人士（或任何上述機構/人士之董事、僱員、代理人或承辦商，或任何與上述機構/人士有關聯之人士），毋須就此作出任何賠償或負上任何法律責任。倘若本人在活動期間發生事故，因而導致此活動之主辦機構支付額外費用，本人願意向此活動之主辦機構作出賠償。本人同意樂施會有權在任何時候取消「樂施毅行者2020」，並毋須事先發出有關通知。

2 籌款保證

本人謹此聲明並作出保證：

- (1) 「樂施毅行者」是一項籌款活動，每支參加隊伍（包括已確認參加資格、卻在沒有事先以書面通知大會的情況下未有出發之隊伍），須為樂施會至少籌款港幣7,600元（倘本人所屬之隊伍為特定籌款額隊伍，則須至少籌款港幣72,000元）。本人（以本人及隊友名義）同意及確認為樂施會籌集之捐款，必須達到樂施會所要求之最低限額。
- (2) 本人與隊友透過參與「樂施毅行者2020」而直接或間接籌得之捐款，將悉數捐予樂施會。本人絕不會將有關款項捐予其他機構。
- (3) 如本人所屬之隊伍籌款未達最低限額，大會將有權不接受本人及/或本人之任何隊友參加日後之「樂施毅行者」活動。
- (4) 所有捐款資料將於七年後於記錄中刪除。

3 授權樂施會及「樂施毅行者」活動使用你的影像、聲音及故事

同意這份免責聲明，代表你已知悉和明白樂施會按下述條款使用你的影像、聲音及故事：

- (1) 樂施會是一個國際扶貧發展機構，旨在推動民眾力量，消除貧窮。樂施會是由20個獨立組織組成的國際聯會，香港樂施會是該聯會成員之一。我們希望你拍攝照片、進行錄像或採訪，並用於推廣及宣傳樂施會的工作。
- (2) 你的影像（錄像/照片）、聲音（影片攝錄、錄音聲帶或其他形式），以及/或你的故事可能供香港樂施會、全球其他樂施會以及樂施會的合作夥伴使用，可能用於推廣樂施會的工作及協助樂施會籌集經費，有機會出現在不同的媒介中，包括網站、報章、社交媒體、出版物、電視和電台等。
- (3) 你的影像、聲音及/或故事可能會被世界各地的人（包括你所在國家及地區）看到或聽到。
- (4) 樂施會可以按你的需要，以隱藏你的身份，包括不拍攝面部、不使用你的聲音、不使用你真實的姓名，或不披露有關你本人的具體細節（如：日期、地點）。
- (5) 你有權利拒絕樂施會有關錄影/拍照/錄音/採訪的要求。即使你拒絕，亦不會對你個人、你的家人以及你的團體產生任何負面影響；另一方面，你亦不會因為向樂施會分享了你的故事而獲得額外好處。
- (6) 與你相關的影像、聲音及故事等材料，只供樂施會在未來五年內於推廣及宣傳時使用，樂施會不得在五年期限過後再次使用相關材料。不過，在期限內已發表的內容則可繼續流傳。是次收集到的材料可能會一直存檔於樂施會以及樂施會攝影師的資料庫。
- (7) 如果你不希望樂施會及我們的夥伴團體/合作單位再使用你的影像/故事/聲音檔，你可以電郵至otwinfo@oxfam.org.hk與我們聯絡。一旦你提出停止使用的要求，我們便不會再使用你的影像/聲音檔/故事¹。
- (8) 如果你日後認為我們的實際行為不符合以上承諾，你可以向香港樂施會或相關監管機構提出投訴。

¹ 內容一旦發布便不可移除。家長/監護人應尤其考慮孩子他日長大後，或不希望自己的真實姓名曾經被披露。

4 參加者個人資料

本人同意樂施會有權收集、儲存及使用本人在一份或多份的表格（包括電子形式）上所填報之個人資料（以個人資料（私隱）條例之定義為準）以作「樂施毅行者2020」相關的用途（包括但不限於籌備、推廣或宣傳「樂施毅行者2020」）。本人同意該收集、儲存及使用均屬合法。本人亦同意樂施會可將本人之個人資料發放予其代理人、繼承人、支持機構及其他有關團體以作「樂施毅行者2020」相關的用途。

5 參加者健康申報

本人聲明本人精神狀況良好及身體健康，並且有能力應付此活動，及未曾經執業醫生診斷體能不適合參與此活動。

6 就使用樂施毅行者網站上的隊伍籌款專頁

本人謹此聲明並作出保證：

我和隊友及我們的支持者都不會分享或發布任何可以被視為垃圾訊息、惡意軟體、詐騙、暴力、仇恨言論、恐怖主義、騷擾、霸凌、威脅、色情、兒童剝削、假冒他人、政治、私人及機密資訊、鼓吹危險、非法活動、公開串流播放、侵權及不雅或有駭人圖像的檔案、內容、相片或其他材料。

樂施會有權從隊伍籌款專頁中移除相關檔案、內容、相片或其他材料、取消隊伍參加「樂施毅行者2020」的資格及有機會在適當情況下向相關執法部門作出舉報。

本免責聲明的任何更新將在網頁內公佈。參加者應定期查閱以確保參加者了解本會的最新政策。

本免責聲明具有英文和中文兩種文本。英文與中文文本之間有衝突時，以英文文本為準。

我們同意以上免責聲明：

隊員A (隊長) _____ 隊員C _____

隊員B _____ 隊員D _____

如欲參與是次活動，必需簽名同意以上免責聲明。

DISCLAIMER

1 DISCLAIMER / INDEMNITY

I, the undersigned, wish to enter Oxfam Trailwalker 2020. I confirm and agree that I take part in this event entirely at my own risk and responsibility and that I 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 I withdraw from Oxfam Trailwalker 2020 without finishing it, and whether during or after this event, in preparation for it, travelling to or from it or otherwise. I 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 my participation in this event. I acknowledge that the Organiser reserves the right to cancel Oxfam Trailwalker 2020 at any time without prior notice.

2 UNDERTAKING TO RAISE SPONSORSHIP

I, the undersigned,

- acknowledge that Oxfam Trailwalker 2020 is a fundraising event, that all teams (including those whose registration is confirmed but who do not participate in this event without giving written notice to the Organiser of this event before it starts) must raise at least HK\$7,600 for Oxfam (and that, if my team is a Pledge Team, we must raise at least HK\$72,000) and I confirm and agree (for myself and on behalf of my teammates) that my team will raise the minimum amount so required to be raised by us for Oxfam;
- undertake that all funds raised directly or indirectly from my participation in Oxfam Trailwalker 2020 will be paid in full to Oxfam and that I will not seek to raise funds for other organisations through my participation in Oxfam Trailwalker 2020;
- acknowledge that the Organiser reserves the right not to accept me and/or any of my teammates in all future Oxfam Trailwalker events if we fail to raise the minimum amount required; and
- all collected sponsorship records will be destroyed and deleted after seven years.

3 GRANTING OXFAM HONG KONG THE RIGHT TO USE YOUR IMAGE, VOICE AND STORY FROM OXFAM TRAILWALKER 2020

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.

- 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.
- 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.
- Your image, voice and/or story could be seen or heard by anyone around the world (including in your own community and country).
- 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).
- 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.
- 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.
- 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. We will not make any further use of your image, voice and/or story¹.
- If you think we don't respect your rights as described here, you can complain to us, or our local regulator.

¹ 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.

4 PARTICIPANTS' PERSONAL DATA

I agree that Oxfam is permitted to collect, store and use my personal data (as defined in the Personal Data (Privacy) Ordinance) as provided by me on one or more forms (including electronic forms) for the purpose of or in connection with Oxfam Trailwalker 2020 (including but not limited to the organisation and promotion of and publicity for Oxfam Trailwalker 2020) and that such collection, storage and use are lawful in these circumstances. I further agree that Oxfam may pass my personal data to its agents, successors, supporting organisations and other related parties for the purpose of or in connection with Oxfam Trailwalker 2020.

5 PARTICIPANTS' MEDICAL HISTORY

I am medically and physically fit and capable of participating in Oxfam Trailwalker 2020 and have not been otherwise advised by a qualified medical practitioner.

6 USE OF OXFAM TRAILWALKER'S TEAM PAGE

I, the undersigned, hereby acknowledge and agree to refrain from sharing or publishing content, images or other materials that may be considered as or relating to spam, malware, phishing, violence, hate speech, terrorist content, harassment, bullying, threats, sexually explicit, child exploitation, impersonation, politics, personal and confidential information, illegal activities, public streaming, copyright infringement.

In relation to the above mentioned materials, I acknowledge and agree that Oxfam may remove such content, images or other materials from the team page, and that Oxfam reserves the right to discontinue my team's registration status at Oxfam Trailwalker 2020 and where appropriate report to relevant law enforcement authorities.

CHANGES TO THE DISCLAIMER

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.

Please sign and agree to the above disclaimer to join the event:

Team member A (Team Leader) _____

Team member B _____

Team member C _____

Team member D _____