# **DISCLAIMER** (Original copy to be submitted at the Start Point)





#### 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 fight to cancel Oxfam Trailwalker 2020 at any time without prior notice.



#### UNDERTAKING TO RAISE SPONSORSHIP

I, the undersigned,

- (a) acknowledge that 0xfam 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 HKS7,600 for 0xfam (and that, if my team is a Pledge Team, we must raise at least HKS72,000) 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 0xfam;
- (b) 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;
- (c) 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
- (d) all collected sponsorship records will be destroyed and deleted after seven years.



#### 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.

[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 0xfam. 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 otwinfoβoxfam.org.hk. We will not make any further use of your mage, voice and/or story 1.
- (h) If you think we don't respect your rights as described here, you can complain to us, or our local regulator.
- <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.



## 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.



### 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.



# **USE OF OXFAM TRAILWALKER'S TEAM PAGE**

Trailwalkers and their 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. Trailwalkers and their supporters agree that Oxfam Hong Kong (DHK) has absolute discretion to remove, including but not limited to, such content at any time and for any reason from their team page without prior notice. The views and opinions expressed on this webpage are those of Trailwalkers and/or their supporters, and do not necessarily reflect the position and views of OHK and Oxfam Trailwalker, nor does OHK and Oxfam Trailwalker 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 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 my team's registration status at Oxfam Trailwalker 2020.