



## **Terms and Conditions**

### **1. User's confirmation and acceptance of terms**

NATIONAL DAY MOUNTAIN CHALLENGE ("The Race") provides participants as users to use the <NATIONAL DAY MOUNTAIN CHALLENGE> website and various related services (collectively referred to as the "Website"). The participants abide by all terms, conditions, and notices cited here (hereinafter referred to as "Terms & Conditions"), and any other written agreement between The Race and the participants. In addition, when using specific services or materials on this website, users should abide by any rules that publish the terms and conditions that may include those terms of use and such services or materials. All these guidelines or rules are combined into these terms of use.

If you use this website, participants agree to abide by these terms of use. If participants do not wish to be limited to these terms of use, please exit this website immediately. Participants who are dissatisfied with this website or compensate for any products, services, content or other information, please stop using this website and/or those specific products or services. When the participant starts to use this website, the agreement between the participant and the conference regarding compliance with these terms of use will become effective.

The Race expressly reserves the right to change the terms of use at any time without notice. The participant acknowledges and agrees that it is the participant's responsibility to check this website and these terms of use from time to time and understand any changes. Participants who continue to use this website after these modifications will constitute the revised terms & conditions, and confirm that they agree to comply and be bound by the revised terms & conditions.

As used in these terms & conditions, the "affiliated companies" mentioned in the The Race include business owners, subsidiaries, affiliates, managers, directors, suppliers, partners, sponsors and advertisers of the conference, including (but not limited to) The parties involved in the creation, production, and/or provision of this website and/or its content.

### **2. Service Description**

The Race provides various services on this website, including but not limited to, sales of event items, and other similar services. Participants are responsible for providing and paying for all necessary services, including computers, modems and Internet access (including payment of all costs related to such access) equipment. The Race reserves the exclusive right to modify or terminate the



website, including any website functions, without notifying the participants at any time. The Race will not be responsible for the participants or any third party to exercise such rights in response to the conference. Any new features, enhancements or enhancements to the current services on the site shall also comply with these terms & conditions.

### **3. Personal data and privacy**

In order to obtain some of the services provided by this website, participants will be required to fill in the online registration form, which requires certain information and data ("personal data"), maintenance and update of the participant's personal data. By signing up, participants agree that all information provided in their personal data is true, accurate, and as needed to keep up to date, complete and accurate, and participants will maintain and update this information. Participants also give The Race the right to disclose certain personal information about the participants to third parties. The Race is approved by the participants. Use of this website, including the personal information of the participants, is subject to the privacy policy of The Race.

### **4. Behavior within the site**

Participants use this website to comply with all applicable laws and regulations, and participants are solely responsible for the content of the participants' substantive communications through the website. By using any communication service to publish information or in other ways, chat rooms, message boards, newsgroups, software libraries, or other interactive services can be provided to participants or through this website, participants agree that participants will not upload, share, Publish, or otherwise distribute or facilitate the distribution of any content-including text, communications, software, images, sound, data, or other information, namely:

- i. It is illegal, threatening, abusive, harassing, defamating, slandering, deceiving, fraudulent, infringing on the privacy of others, infringement, including explicit or graphic descriptions or sexual acts (including but not limited to violent or threatening language directed at another person or A group of people), or otherwise violate the rules or policies of The Race;
- ii. The religion, gender, sexual orientation, race, ethnicity, age, or disability of the individual or group that hurt, harassed, devalued, or threatened;
- iii. Infringement of any patent, trademark, trade secret, copyright, publicity, or other proprietary rights of any party;



- iv. It constitutes unauthorized or unsolicited advertisements, spam or mass emails (also known as "spam"), chain letters, any other forms of unauthorized invitations, or any form of lottery or gambling;
- v. Contain any data or other information that is designed or intended to subvert, damage, or restrict the function or damage of any software, hardware, or communication equipment or gain unauthorized access, software viruses or any other computer code, files, or any Third party information; or
- vi. Impersonate any individual or entity, including any employee or representative of The Race. The Race neither endorses nor assumes any responsibility for the content of any materials uploaded or submitted by third-party users to the website. The Race generally does not pre-screen, monitor, or edit user-published blog materials, communication services, chat rooms, message boards, newsgroups, software libraries, or content that may be provided or through interactive services such as this website. However, The Race and its agents have the right to make their own decisions, based on the judgment of The Race, to delete any content that does not comply with any terms of use and user behavior on the website, or any content that is harmful, offensive, or inaccurate. The General Assembly is not responsible for any failure or delay in clearing these contents. Participants hereby agree to these removals and waive any claims for such removals caused by The Race.

Participants agree that when a participant violates any of the above regulations, The Race can decide on its own at any time at The Race without prior notice to terminate the participant's qualifications, account or other affiliated websites. In addition, the participants agreed that The Race will fully cooperate with other departments, including cooperation with law enforcement agencies in investigating suspected criminal acts in violation of the system or network security investigations.

## **5. Third-party websites and information**

This website may link to other websites on the Internet or otherwise include reference information, documents, software, materials and/or services provided by other parties. Some of the information or materials that these websites may contain may be found to be inappropriate or offensive. These websites and the parties are not under the control of The Race. Participants agree that The Race will not be responsible for the accuracy, copyright compliance, legality, and appropriateness of any other aspects of such websites, nor is The Race



responsible for errors or omissions of any reference from other parties or their products and services. The inclusion of such links or references is only for convenience, and does not mean endorsement, or contact, by the website or group, or any form of guarantee, any express or implied guarantee.

## **6. Intellectual Property Information**

"Content" in these Terms & Conditions refers to any information, data, communications, software, pictures, videos, graphics, music, sounds, and other materials and services that can be viewed by users on the website. This includes original content such as blogs, message boards, and chats. By accepting these terms & conditions, the participant acknowledges and agrees that all content submitted by the participant on this website is protected by copyright, trademark, service mark, patent or other proprietary rights and laws. Participants are only allowed to use content that is expressly authorized by The Race or specific content providers. Except for personal use only, participants may not copy, reproduce, modify, republish, upload, publish, disseminate, or distribute any documents or materials from this website in any form or in any manner without the prior written permission of The Race. Copies or specific content providers, and participants are solely responsible for obtaining permission to use any copyrighted material before this website. Any unauthorized use of the materials appearing on this website may violate copyright law, trademark law and other applicable laws, and may result in criminal or civil penalties. Regardless of whether The Race or its affiliates guarantees or shows on the materials used by the participants, or is obtained through it, this website will not infringe the rights of third parties. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of their affiliates. All other trademarks or service marks are the property of their respective owners. Participants are granted the right to use any trademarks, service marks, logos, and/or the names of their affiliates in these terms of use.

## **7. Unauthorized use of materials**

Participants who send this website to the conference, whether by email, post or other means, for any reason, will be regarded as any non-confidential and non-proprietary information or materials. When the participant retains all rights to these communications or materials, the participant grants The Race and its agents and branches to copy, distribute, display, perform, publish, translate, adapt, modify, non-exclusive, paid, permanent, And the rights around the world, and the form or medium in which it is used (now known or currently unknown).

Unless The Race is in writing and agreed by both parties, please do not submit confidential or proprietary information to The Race. The Race also does not accept lobbying or suggestions from participants. Please do not submit them to



The Race under any circumstances.

#### **8. Compensation**

Once requested by The Race, participants agree to maintain, compensate, and maintain all responsibilities, claims and expenses of The Race and its affiliates, including attorney fees, which stem from the use or misuse of this website by the participants. The Race reserves the right to defend and control any compensation related matters that the participants are responsible for at The Race's own expense. In this case, the participants will cooperate with The Race where it is feasible to defend.

#### **9. Participate in promotions**

This website may contain advertisements provided by third parties from time to time. Participants can enter related or participate in promotional activities of advertisers showing products on this website. Any such contact or promotion (including delivery and payment of goods and services) and any other terms, conditions, guarantees or statements related to such contact or promotion are solely the responsibility of the participant and the advertiser. The General Assembly does not assume any responsibility, obligations or any part of any such contact or promotional activities.

#### **10. Email, mail, blog and chat services**

The Race may (whether directly or through a third-party provider) provide email, SMS, blog or chat services (hereinafter collectively referred to as "communication") to users of the website. The Race regulates the relationship between participants and The Race through these terms and independent supplementary agreements.

The Race may use automatic monitoring equipment or technology to protect The Race from unauthorized user communications (also referred to as "spam") and/or other types of electronic communications deemed inconsistent with The Race's business objectives. However, such equipment or technology is not complete, and The Race will not be responsible for any legal communication being blocked, or for failing to block any unsolicited communication.

#### **11. International use**

Although this website can be viewed worldwide, The Race does not promise that the information on this website is applicable or can be used outside Hong Kong, and enters and browses from areas where the content is prohibited or illegal. Those who choose to actively browse this website from other locations are responsible for complying with local laws. In prohibited areas, offers to provide any products and services, and/or related information provided on this website



are prohibited and invalid.

## **12. Termination of use**

Participants agree that The Race may, at the discretion of The Race, terminate or suspend the participant's viewing of all or part of the website for any reason without notice, including but not limited to violation of the terms of use. Any suspected fraud, abuse or illegal activity may be the reason for terminating the participant's relationship and may provide information to relevant law enforcement agencies. Once terminated or suspended for any reason, the participant's right to use the existing services of this website will be immediately suspended, and the participant acknowledges and agrees that The Race may immediately close or delete the participant's account and all relevant information about the participant's account And files, and/or prohibit any further use of such files or websites. The Race shall not be responsible for any claims or losses of participants or any third party due to termination or suspension or any other actions taken in connection with such termination or suspension.

## **13. Applicable law**

This website (excluding any linked websites) is controlled by the Hong Kong office of The Race. These terms & conditions, as well as all the policies and procedures of The Race, are governed and bound by the laws of the Hong Kong Special Administrative Region. The relevant courts of the Hong Kong Special Administrative Region will exercise exclusive jurisdiction in any disputes or claims related to these terms & conditions.

## **14. Notice**

All notifications to individuals will be in email or written form. To inform The Race, please email to the customer service department [hkya.mountainchallenge@gmail.com](mailto:hkya.mountainchallenge@gmail.com). The Race may use the address provided by the participants as part of the personal information to notify. In addition, The Race can broadcast notices or send messages through the website to inform participants about website changes or other important matters; these broadcasts will constitute notices when they are sent to participants.

## **15. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding of this agreement between The Race and supersede all previous agreements and understandings. These terms & conditions may not be changed, supplemented, revised, or through the use of any other documents. Any attempt to change, supplement or modify these documents, or order products or services subject to additional or changed terms and conditions will be deemed invalid, unless otherwise agreed in a written agreement between the participants and The Race.



If anything related to this website conflicts or is inconsistent with these terms & conditions, these terms & conditions shall prevail.

#### **16. Other**

In any action to enforce these terms & conditions, the winning party will have the right to claim fees and attorney fees. Any lawsuit taken by any participant against The Race or the related company of The Race must be filed within one year after The Race of the event, otherwise it will be deemed to be permanently waived and prohibited.

Participants are not allowed to transfer their rights and obligations regarding the terms & conditions to any party, and any attempt to make such a claim will be deemed invalid. The Race may be exempted from exercising the rights and obligations granted to The Race in accordance with these terms & conditions.

Participants agree not to sell, resell, copy, plagiarize or use any part of this website for any commercial purposes, or to use or browse this website.

Except for any reasons stipulated by applicable laws, The Race shall not be liable for any failure to provide or delay in providing products and services beyond the reasonable control or foreseeable events of The Race, including but not limited to strikes, wars, fires, accidents, bad things Weather cannot ensure traffic operations, government actions or regulations, and whether similar to those listed above for other reasons or events beyond the reasonable control of The Race.

If any part of the terms & conditions is invalid or unenforceable, this part should be interpreted as close as possible to the original intention of the parties and in a manner that reflects the applicable law, while the remaining parts should be fully implemented and effective. Any invalidation of any provision by the General Assembly to enforce or exercise these Terms & Conditions or related rights shall not constitute a waiver of such rights or exemptions.

If participants find that any user violates these terms & conditions, please email to [hkya.mountainchallenge@gmail.com](mailto:hkya.mountainchallenge@gmail.com).