

SEED Foundation Technology Education and Entrepreneurship Program TERMS AND CONDITIONS ("Terms")

SEED Foundation Limited is a charity registered under section 88 of the Inland Revenue Ordinance (Cap 112) under the laws of Hong Kong Special Administrative Region (together, "SEED Foundation", "SEED", "Foundation", "we", "us" etc.).

We are organizing technology education and entrepreneurship programs and a series of events to support the technology career development and entrepreneurial aspirations of young people, (together, "SEED Foundation Program", "Program" etc.)

By allowing your child ("Participant") to participate in SEED Foundation Program, you are agreeing to the following terms and conditions.

1. Definitions

Capitalised terms used in these Terms shall have the following meanings:

"IP Rights" means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, design rights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets, teaching & learning materials, or any similar right exercisable anywhere in the world, and all applications or rights to apply for the same (where such applications can be made), whether presently existing or created in the future, and whether registered or not, and all benefits, privileges, or rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

"SEED Foundation Program" means the technology education and entrepreneurship program and events offered by SEED Foundation. Any data, material or information, in any format whatsoever, including (without limitation) any marketing materials, adverts, promotional materials, posters, text, software, images, graphics, photos, videos, sound recordings, audio and video recordings, directories, databases or listings, that are in relation to the Program and were created by or on behalf of the Foundation;

"Activities" means events in any kinds of format in the relation to the SEED Foundation Program;

"PICS" means the personal information collection statement provided to you to which you subsequently consent;

"Third Party Materials" means any materials, information and/or content (in any format whatsoever) provided, uploaded, transmitted, submitted or posted by or sourced from any third party;

"Participant Content" has the meaning given in Clause 5.

2. The SEED Foundation Program

The Foundation shall specify the rules and procedure in relation to the Program and/or the Activities and how they shall be conducted. The Foundation has the right to amend, modify and/or supplement such rules and/or procedures at any time, in its sole discretion, with no liability to the Participant. The Participant's continued participation in the Program after the amended rules and procedures and/or Terms constitutes the Participant's acceptance of such amendments and/or revised Terms. If the Participant does not agree to any amendments to the rules or procedures, the sole remedy is to withdraw participation from the Program.

The Foundation shall have the absolute discretion to make any decisions in relation to the Program, and its decisions shall be final and binding.

The Foundation, at its sole discretion, shall have the right to record the Program (in any format), and broadcast, stream or transmit the Program in whatsoever manner (including, without limitation, as a live-stream), as well as allow the public to attend, view, and/or watch any broadcast or recording of the Program, either for free or in return for compensation. The Participant shall not have any right to edit, object to or request the take down of, and shall not have any rights, title or interest in such recordings or broadcasts (in any format whatsoever), and all IP Rights in such recordings or broadcasts are owned by the Foundation as the Program Content,

pursuant to Clause 6. The Participant shall not be entitled to any part of the compensation received by the Foundation from the public, or any distribution, broadcasting or licensing revenue received by the Foundation.

All costs and expenses incurred by you or the Participant in relation to the participation in the Program shall be borne solely by you or the Participant.

3. Program Cancellation By Us

The Program is subject to change. We may change or cancel the Program at any time with or without reason. Should a Program require a participation fee, in the case of a cancellation the participation fee will be refunded pro-rata based on the duration of the said program at the time of cancellation. Without prejudice to the foregoing, we shall not be liable to the Participant in any way for any loss, damages, costs or expenses suffered or incurred (directly or indirectly, other than above-mentioned participation fee, if any) by you or the Participant in relation to the Program, or any changes to or cancellations of the Program (in whole or in part).

4. Code Of Conduct

The Participant is to behave in such a way as to create a safe, supportive environment while at the Program and any related event(s). The participant should not engage in disruptive speech or behavior or otherwise negatively interfere with the Program or other individuals' participation in the Program. The Participant will comply with all applicable laws, regulations, and all rules and procedures issued by the Foundation in relation to the Program, and agree not to engage in any form of harassment, offensive, discriminatory or threatening speech or behavior, including relating to race, gender, sexual orientation, religion or disability. We may require participants engaging or threatening to engage in such behavior to leave the Program or related event immediately. The Participant agrees not to make any statements, comments or issue any materials that are derogatory, defamatory or adverse to the reputation of the Foundation, the Program or any member of the Foundation or the Program.

5. License To Use Items

In consideration of the participation in the Program, the Participant grants the Foundation a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative works from, incorporate into any Program Content, translate, transmit and disseminate the following ("Participant's Content"):

- any data, material, information, submitted or presented by the Participant (in any format whatsoever) to the Foundation or its service providers, in relation to the Program Event, and or otherwise in connection with or during the Program; and
- any photographs, images, videos, audio and/or sound recordings, that the Foundation or its service providers make, create, live stream, broadcast or record of the Participant in connection with the Program, in any form, media or technology whatsoever, for the purposes of administering, organising, providing, hosting, fulfilling, promoting, marketing, advertising and/or showcasing the Program, and as otherwise permitted under these Terms. The Foundation reserves the right (but shall have no obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of the Participant's Content, at its sole discretion.

The Participant's Content is not confidential and may be disseminated and disclosed by the Foundation, and may become known to the public (including, without limitation, when members of the public attend the Program or view any promotional or marketing materials).

The Foundation shall not be responsible for and assumes no liability to the Participant to maintain the confidentiality of any of the Participant's Content. It is the Participant's obligation to ensure that no proprietary or confidential information or materials are provided to the Foundation.

For the avoidance of doubt, this Clause 5 is without prejudice to the Personal Information Collection Statement.

6. Foundation's IP Rights

The Participant acknowledges and agrees that as between Participant and the Foundation, all rights, title, interest and IP Rights in relation to the Program, the Program Content and the Platform are owned by the Foundation or its third party licensors.

The Participant has no rights, title or interest in relation to the Program, or the Program Content (excluding the Participant's Content).

7. Third Party Materials

The Foundation shall not be obligated to (but reserves the right at its sole discretion to) actively monitor or exercise any control whatsoever over any Third Party Materials. The Foundation does not endorse, verify or otherwise certify any Third Party Material, including any that may be incorporated in the Program Content.

The Program Content may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by third parties unrelated to the Foundation. The Participant agrees that:

- the Foundation has no control over, does not monitor and does not endorse such third party websites, content, or resources; and
- the Foundation makes no guarantee or warranty, and is not responsible for any such external websites, content or resources (or any products, goods or services promoted, referred to or offered on such external sites or resources).

8. Assumption of Risk/Liability

The Participant's attendance and participation in the Program is voluntary and at his/her sole risk, and the Foundation disclaims any and all liability in relation to the Participant's attendance and participation in the Program or his/her attendance at the Premises, to the fullest extent permitted by applicable law.

Nothing in these Terms, shall exclude or restrict any warranty or liability for death or personal injury caused by the Foundation's negligence, for fraud or fraudulent misrepresentation or that may not be lawfully excluded or limited by applicable law. Only the limitations and/or exclusions that are lawful under the applicable law will apply, and the Foundation's liability will be limited to the maximum extent permitted by applicable law.

The Foundation shall not be liable to you or the Participant in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damages, costs or expenses whatsoever (including whether general, special, indirect, direct, nominal, punitive, incidental or consequential), including loss of profit; loss of revenue; loss of time; loss of anticipated savings; loss of opportunity; loss or corruption of data; loss of use; loss of business; wasted expenditure; loss of or damage to physical property; business interruption; loss of or damage to goodwill, which may arise in relation to these terms, the Program, the Program content or the premises, whether or not the Foundation were advised in advance of the possibility of such loss.

The Foundation shall not:

- Be liable for any special, incidental or consequential losses suffered by the Participant (However arising, including (without limitation) as a result of negligence) arising out of or in connection with these terms, the Program, the Program content or the premises; or
- Be liable for any changes or amendments to or cancellation of the Program (in whole or in part)
- Without prejudice to this clause 8, solely to the extent that any court of competent jurisdiction issues a decision that this clause in whole or in part is invalid or unenforceable, then Foundation's maximum aggregate liability arising out of or in connection with these terms, The Program, the Program content, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed HKD100.

9. Personal Information Collection Statement

9.1 Purpose of Use

We may use any personal data collected by us for one or more of the following purposes: (i) to process and administer the Participant's participation in the Program; (ii) to communicate with the Participant regarding the Program, or any enquiries, feedback or complaints; (iii) to include the Participant's personal data, but limited to full name, school, and school grade, in any profile, content, publications, images, recordings and/or materials in any format whatsoever (including, without limitation, any that may be made available to the public) created by or on behalf of the Foundation in relation to the Program; (iv) to organise and administer the Program, including (without limitation) the Participant's participation in the Program; (v) to send the Participant marketing materials, updates and announcements of SEED Foundation Program; and (vi) to conduct research and questionnaires about the services and events hosted and/or provided by any member of the Foundation and (vii) as a record of engagements in our database for reference. It is mandatory for the Participant to provide us with the information marked with an asterisk(*), and any other personal data that the Foundation may request, from time to time, and which it indicates as being mandatory. Failure to provide such mandatory data may prevent the participation in the Program.

9.2 Disclosure

For the purposes set out above, we may transfer any personal data held by us to: (i) affiliated companies of the Foundation; (ii) third party service providers and program partners (and their affiliated companies) of the Foundation (and the Foundation's affiliated companies) (including, without limitation, those that provide back-office, education services, sponsorships field trips, workplace experiences, IT services, marketing and promotional services, catering services, research services or security services in relation to the Program); and (iii) authorized people of the Program.

We may also include personal data (limited to full name, school and grade) in promotional or marketing materials (including, without limitation, video and/or audio recordings, photographs, live streaming, broadcasts, brochures and adverts) related to the Program, which may be disseminated to and made available to the public.

We may disclose any personal data when required by applicable law, or as requested by any court, tribunal, or government or law enforcement authorities, or to bring any legal action or to defend any claim related to you.

9.3 Data Access and Correction Rights

The Participant has the right to request access to or correction of his/her personal data held by us. Any data access request or data correction request, or any other data privacy related queries, may be made by contacting the Privacy Administrator at enquiry@seedfoundation.hk

10. Governing Law

These Terms (including its interpretation and any disputes relating to it) shall be governed by the laws of Hong Kong, and are subject to the non-exclusive jurisdiction of the courts of Hong Kong.

11. Other Terms

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms.

These Terms contain the entire agreement between the Participant and the Foundation in respect of its subject matter.

A failure or delay by the Foundation to exercise any right or to act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by the Foundation of any of its rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

SEED Foundation 科技教育及企業家精神計劃條款及細則 ("條款")

SEED Foundation 有限公司是一家註冊於香港特別行政區《稅務條例》第 88 條的慈善機構（以下統稱"SEED Foundation"、"SEED"、"Foundation"、"我們"等）。

我們組織科技教育和企業家精神計劃以及一系列活動，支持年輕人的科技職業發展和創業抱負（以下統稱"SEED Foundation 計劃"、"計劃"等）。

通過讓您的子女（以下統稱"參與者"）參加 SEED Foundation 計劃，即表示您同意以下條款和細則。

1. 定義

在本條款中使用詞語具有以下含義：

"知識產權" 指任何商標、服務標誌、標誌、商號、互聯網域名、專利、註冊設計、版權、設計權、數據庫權利、設計權、發明、半導體拓撲圖權利、專有技術、商業秘密、教學和學習材料或任何類似權利，在全球任何地方均可行使，包括（但不限於）現有的或未來創建的任何申請或權利（如果可以提出此類申請），無論是否已註冊，以及所有對任何過去、現在或未來侵權、侵佔或違反上述任何權利的救濟、特權或權利；

"SEED Foundation 計劃" 指 SEED Foundation 提供的科技教育和創業計劃和活動。任何數據、材料或信息，以任何形式存在，包括（但不限於）任何營銷材料、廣告、宣傳材料、海報、文本、軟件、圖像、圖形、照片、視頻、音頻和視頻錄音、目錄、數據庫或列表，涉及計劃並由 Foundation 或代表 Foundation 的人員創建；

"活動" 指與 SEED Foundation 計劃有關的任何形式的事件；

"PICS" 指提供給您並隨後獲得您同意的個人資料收集聲明；

"第三方資料" 指任何由任何第三方提供、上傳、傳輸、提交或發布的材料、信息和/或內容（無論以任何形式提供）；

"參與者內容" 的定義如第 5 條所述。

2. SEED Foundation 計劃

Foundation 將規定有關計劃和/或活動的規則和程序以及它們的進行方式。Foundation 有權隨時按自己的決定修改和/或補充該等規則和/或程序，對參與者不承擔任何責任。修改後的規則、程序和/或條款經通知後，如果參與者繼續參與計劃，則視為參與者接受該等修改和/或修訂條款。如果參與者不同意任何規則或程序的修改，其唯一的方法是退出計劃的參與。

Foundation 擁有在計劃方面做出任何決定的絕對自主權，其決定將是最終且具有約束力的。

Foundation 擁有以任何形式記錄計劃的絕對自主權，以及以任何方式（包括但不限於現場直播）廣播、串流或傳輸計劃，並允許公眾免費或有償觀看計劃的任何廣播或錄影。參與者不得編輯、反對或要求撤下這些錄音或廣播，也不得對這些錄音或廣播享有任何權利、標題或利益。根據第 6 條，這些錄音或廣播的所有知識產權均為 Foundation 作為計劃內容所有。參與者不得獲得 Foundation 從公眾獲得的任何報酬的任何部分，也不得獲得 Foundation 收到的任何分配、廣播或授權收益。

您或參與者參與計劃所產生的所有費用和開支應由您或參與者自行承擔。

3. 我方取消計劃

我們可以在任何時候有或無理由地更改或取消計劃。若計劃需要參加費用，在取消計劃時，參加費用將按所取消計劃的時間點按比例退還。在不影響前述內容前提下，對於您或參加者因計劃的任何更改或取消（全部或部分）而遭受或承擔的任何損失、損害、費用或開支（直接或間接，上述的參加費用除外），我們不承擔任何責任。

4. 行為準則

參與者在計劃和相關活動中應該表現出安全和具建設性的行為。參與者不應從事具破壞性的言論或行為，或以其他方式對計劃或其他個人參與計劃產生負面影響。參與者應遵守所有適用的法律、法規和 Foundation 就計劃發布的所有規則和程序，同意不從事任何形式的騷擾、冒犯、歧視或威脅性言論或行為，包括與種族、性別、性取向、宗教或殘疾有關的內容。我們可能會要求從事或威脅從事此類行為的參與者立即離開計劃或相關活動。參與者同意不發表任何貶低、誹謗或對 Foundation、計劃或任何 Foundation 或計劃成員聲譽不利的言論、評論或發行任何材料。

5. 使用許可證

作為參加該計劃的條件，參加者授予 Foundation 全球範圍、永久性、不可撤銷、非獨家、免版稅、可再授權的許可證，以使用、複製、處理、適應、發布、創作衍生作品、納入任何計劃內容、翻譯、傳輸和傳播下列參加者的內容（「參加者內容」）：

- 參加者向 Foundation 或其服務提供者提交或呈現（以任何形式）的任何數據、材料、信息，有關該計劃事件或與計劃相關或在計劃期間提交的任何數據、材料、信息；以及
- Foundation 或其服務提供者在計劃相關連中所製作、創建、現場直播、播放或記錄的參加者照片、圖像、視頻、音頻和/或聲音錄音，以任何形式、媒介或技術進行傳播，用於管理、組織、提供、主持、履行、推廣、營銷、廣告和/或展示該計劃，以及根據本條款的其他允許。Foundation 保留權利（但無須負責任）刪除、預先篩選、審查、標記、過濾、修改或拒絕任何參加者內容。

參加者的內容不具有機密性，並可能被 Foundation 傳播和公開，包括但不限於當公眾參加計劃或查看任何宣傳或營銷材料時。

Foundation 對於維護參加者內容的機密性不負責任，並且不承擔參加者維護其任何專有或機密信息或材料的義務。

為避免疑慮，本條款 5 不影響個人信息收集聲明的規定。

6. Foundation 知識產權權利

參與者確認並同意，除了與參與者的內容之外，所有關於節目、節目內容和平台的權利、標題、利益和知識產權均屬於 Foundation 或其第三方許可人所有。

參與者對節目或節目內容（不包括參與者的內容）沒有任何權利、標題或利益。

7. 第三方材料

Foundation 不會有義務（但保留權利）對第三方材料進行積極監控或行使任何控制權。Foundation 不驗證或以其他方式證明任何第三方材料，包括可能被納入節目內容中的材料。

節目內容可能包括超鏈接到其他網站、內容或資源，這些網站、內容或資源由 Foundation 無關的第三方提供或提供。參與者同意：

- Foundation 對第三方網站、內容或資源沒有任何控制權，不進行監測這些網站、內容或資源；
- Foundation 不保證或擔保，並且不對任何此類外部網站、內容或資源（或在此類外部網站或資源上推廣、提及或提供的任何產品、商品或服務）負責。

8. 承擔風險/責任

參加者自願參加活動並自負風險，在適用法律允許的最大範圍內，Foundation 對參加者的活動和參與活動或到場參加活動不承擔任何責任。這些條款中沒有任何條款將排除或限制因 Foundation 的疏忽、欺詐或欺詐陳述而導致的死亡或人身傷害的任何保證或責任，或根據適用法律不得合法排除或限制的任何保證或責任，僅適用於法律允許的限制和/或排除，且 Foundation 的責任將受到適用法律允許的最大限度的限制。Foundation 對您或參加者不承擔任何合約、侵權（包括疏忽）、法定職責違反或其他方面的責任，包括任何損失、損害、成本或費用（包括通常、特殊、間接、直接、名義、懲罰性、附帶或後果性損失），包括利潤損失、收入損失、時間損失、預期節省損失、機會損失、數據損失或損毀、使用損失、業務損失、浪費的支出、物理財產的損失或損壞、業務中斷、商譽損失或損害，無論這些損失是否與這些條款、計劃、計劃內容或場所有關，亦無論 Foundation 是否事先被告知可能發生此類損失。

Foundation 不應：

- 對參與者因本條款、課程、課程內容或場地所導致的任何特殊、偶發或間接損失負責（不論原因為何，包括但不限於因疏忽而引起）；或
- 對計劃（全部或部分）的更改、修改或取消負責。
- 在不影響本第 8 條的情況下，若任何有管轄權的法院裁定本條款全部或部分無效或不可強制執行，那麼 Foundation 的最高累計責任，不論是合約、侵權行為（包括疏忽）還是其他方式引起，均不得超過港幣 100 元。

9. 個人資料收集聲明

9.1 使用目的

我們可能會用我們收集的任何個人資料，進行下列一個或多個目的：(i) 處理和管理參與者在計劃中的參與；(ii) 與參與者就計劃進行溝通，或回應任何查詢、反饋或投訴；(iii) 在任何檔案格式中（包括但不限於可能公開發布的任何檔案格式），將參與者的個人資料（但僅限於全名、學校和年級）包含在 Foundation 或代表 Foundation 製作的有關該計劃的檔案、內容、出版物、圖像、錄音和/或材料中；(iv) 組織和管理該計劃，包括（但不限於）參與者在該計劃中的參與；(v) 發送給參與者有關 Foundation 計劃的宣傳、更新和公告；以及(vi) 進行有關 Foundation 任何成員主辦和/或提供的服務和活動的研究和問卷調查，以及(vii) 作為我們數據庫中參與記錄的一部分，供參考。參與者必須向我們提供標有星號(*)的信息，以及 Foundation

可能不時要求並且指示為必需的任何其他個人資料。未能提供此類必需性資料可能會阻止參與者參加該計劃。

9.2 資料的轉移

為了上述目的，我們可能將我們所持有的任何個人資料轉移給：(i) Foundation 的附屬公司；(ii) Foundation 及其附屬公司的第三方服務提供商/合作夥伴及其附屬公司（包括但不限於提供后勤，贊助機構，教育服務，體驗活動，工作體驗，IT 服務，宣傳服務，餐飲服務，研究服務或與該計劃相關的安全服務）；以及(iii) 該計劃的授權人員。

我們也可能將個人資料（僅限全名，學校和年級）包括在與該計劃有關的宣傳材料（包括但不限於視頻和/或音頻錄音，照片，現場直播，廣播，手冊和廣告）中，這些材料可能會被傳播並向公眾提供。當適用法律要求，或當任何法院，仲裁庭或政府或執法機構要求時，或為了提起任何法律訴訟或辯護與您相關的任何索賠時，我們可能會揭露任何個人資料。

9.3 查閱及更改個人資料

參與者有權要求查閱或更正我們所持有其個人資料。如需查詢或改正其個人資料，均可通過電子郵件聯繫隱私管理員：enquiry@seedfoundation.hk

10. 管轄法律

所有條款（包括其解釋和任何有關之爭議）將受香港法律管轄，並受香港法院的非排他性管轄。

11. 其他條款

如果這些條款中的任何一條被任何有管轄權的法院或仲裁機構視為無效、非法或不可執行，則該條款將被割離，並且其餘條款將被視作繼續完全有效，合法或可執行。

這些條款包含了參與者和 Foundation 就其主題事項的全部協議。

Foundation 未行使任何權利或未對違反這些條款採取行動的失敗或延遲將不構成該權利或違反的豁免。Foundation 對其任何權利或違反這些條款的豁免必須以書面形式進行，並且此類豁免僅限於其中所述的特定權利或違反。