

## **TERMS AND CONDITIONS (the “Terms”) – Elevator Pitch Competition 2020**

### **Terms in relation to Judge**

#### **COMPETITION OVERVIEW**

Welcome to the Elevator Pitch Competition (“Event”)! The Event is organised by the Hong Kong Science and Technology Parks Corporation (the “Organiser”) and will be held on a virtual event platform.

You are invited to join the Event as a judge of the Event (“Judge”) who will be responsible for considering the business pitches presents by contestants and determining Top 10 Finalists, 4 Tech Winners and Champion in which you are judging (the “Purposes”).

Set out below are the terms (the “Terms”) which apply to you in discharging your duties as a Judge. Such Terms may be further updated, revised and supplemented from time to time by the Organiser. In interpreting these Terms, words importing a gender include any other gender.

#### **ELIGIBILITY AND REGISTRATION FOR THE EVENT**

1. All registration to be a Judge shall be by invitation only and such invitation is not transferrable.
2. To register as a Judge , you have to complete a registration form which can be found in the following link during the period from [23 Oct 2020 ] to [5 Nov 2020] :

<https://app.eventxtra.com/registrations/5a7f87e2-3b1e-4f57-b5d8-db945f1c4429?locale=en>

3. PRIOR TO REGISTRATION FOR THE EVENT, YOU MUST AGREE WITH AND PROVIDE YOUR CONSENT AND ACCEPTANCE TO THE TERMS. IF YOU ARE NOT IN AGREEMENT WITH THE TERMS, PLEASE DO NOT REGISTER FOR THE EVENT.
4. By registering for the Event as a Judge and proceeding further, you are deemed to have agreed to comply with the Terms.
5. Subject to the Terms, business participant (“Business Entity”), such as company, may also

proceed with the registration. For the avoidance of doubt, the Terms are equally binding on all Business Entities and “You” means the Business Entity and/or the respective Business Representative.

6. Business Entity must designate one individual member as the “Business Representative” for contact and other administrative purposes. The Business Representative will be responsible for submitting all information on behalf of the respective Business Entity. Any individual who is employed by a Business Entity may not register as a Judge in his or her individual capacity.
7. By proceed with the registration as the Business Representative, you represent and warrant to the Organiser that you, as the Business Representative, (1) are a duly authorized representative of the Business Entity, and are submitting all information on behalf of such Business Entity; and (2) have obtained all necessary approvals from the Business Entity to register with the Event as a Judge pursuant to the Terms, including but not limited to all permission to submit any information of the Business Entity to the Organiser. If you have any questions about such authority and permissions, you must clarify with your Business Entity before registration.

## **REPRESENTATIONS AND WARRANTIES**

Without prejudice to the generality of the Terms, by proceeding with the registration as a Judge, you represent, warrant and undertake as follows:

1. all information provided in the registration form and in relation to the Event is complete, accurate and truthful;
2. save and except as disclosed by you, there is no potential/emerging conflict of interest between you and any party to be judged by you as a Judge;
3. you will refrain from communicating or disseminating to any third party the contents of any information you receive (verbally or written) in relation to the winners, entries, finalists or any other aspect of your participation in the Event without the Organiser’s prior written consent;
4. you will ensure that any information (including but not limited to Confidential Information (as defined below) given to you is protected from unauthorized disclosure; and

5. (for Business Entity), the Business Representative (a) is a duly authorized representative of the respective Business Entity; (b) has obtained all necessary corporate and other approvals from the Business Entity to register as a Judge and agree to be bound by the Terms.

## **CONFIDENTIAL INFORMATION**

1. In the Terms, "Confidential Information" means :
  - a. any information provided by the Organiser in relation to the Event, irrespective of whether such information is in writing or otherwise (including but not limited to print, audio or electronic) and whether disclosed before or after the date of your registration as a Judge to the Event, which shall include, without limitation, information received by you in connection with the Event in any media (such as print, audio or electronic), any and all notes, memoranda, lists, systems, software, records, data, formulae, source code, databases, computer models and other kinds of models, relating to the operations, business policies and procedure, financial information, performance results of business activities, proprietary concepts, software or hardware products, customers profiles or other customer, supplier or business partner information. Such information may be the property of other participants of the Event.
2. In consideration of Organiser agreeing to accept your registration as a Judge, you agree and undertake that the Confidential Information shall only be used solely for the Purposes.
3. Except as expressly provided hereunder or required by applicable laws or regulations, you shall refrain from:
  - a. divulging, reproducing, summarizing and/or distributing Confidential Information other than in connection with obtaining professional advice in respect of the Event;
  - b. reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices which form part of the Confidential Information; or
  - c. using or applying the Confidential Information otherwise than for the purposes directly arising from or in relation to the Event.

4. If at any time you are aware of any facts or circumstances then subsisting which would or might result in any unauthorized use or disclosure of the Confidential Information or any breach of your obligations under the Terms, you shall forthwith notify and consult the Organiser and shall take such steps as may be requested by the Organiser to prevent and/or remedy the same.
5. Upon request of the Organiser, you shall immediately return to the Organiser all originals, copies, reproductions and summaries of Confidential Information, materials pertaining thereto and all extracts, memoranda, notes and other writings thereof in your possession, custody or control which may be in a physical form or stored by electronic means or otherwise and you shall expunge all Confidential Information from any computer, word processor or other device containing such information. Alternatively, the Organiser shall be entitled to request you to provide a written certification that the same have been destroyed or permanently erased save to the extent where you are required to retain any such Confidential Information by any applicable laws, rules or regulations or by any competent judicial, governmental, supervisory or regulatory body but not otherwise.
6. No disclosure of the Confidential Information shall be made by any Judge to a third party without the prior written consent of the Organiser.
7. All Confidential Information (whether or not developed or modified by you) is and shall remain the property of the Organiser and/or its author. The disclosure of any Confidential Information by the Organiser does not constitute a grant of any express or implied right to you to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein or under a separate written agreement. The Organiser reserves without prejudice the ability to protect its rights under such patents, copyrights, trademarks, or trade secret.
8. You acknowledge that the monetary damages may not be a sufficient remedy for unauthorized disclosure of the Confidential Information and that the Organiser shall be entitled, without waiving any other rights and remedies, to equitable relief and injunctive relief as may be deemed proper by a court of competent jurisdiction.
9. You agree to comply with laws that are applicable to the Confidential Information.
10. You acknowledge and agree that the Organiser does not provide any representation or warranty whatsoever as to the accuracy or completeness of the information which has

been or will be provided, including without limitation, the Confidential Information.

## **LIMITATIONS OF LIABILITY AND RELEASE**

The Organiser, its affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents (collectively the “Released Parties”) will have no liability whatsoever for, and will be released and held harmless by any Judge for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without prejudice to the generality of the foregoing, everything in connection with the Event is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose, and non-infringement.

You are responsible for your own valuables and the Organiser will not be liable for any loss or damage to any personal property brought to the venue of the Event.

## **INDEMNIFICATION**

You agree that you shall indemnify and hold the Organiser harmless on demand from and against all claims, actions liabilities, costs, expenses, loss or damage (including but not limited to consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by the Organiser arising from or relating to (directly or indirectly) any default or any violation of any of your obligations under the Terms.

## **USE OF PERSONAL INFORMATION**

Any personal data collected from you in relation to the Event (“Personal Data”) shall be used, stored, or retained in accordance with the privacy policy of the Organiser which shall be found in the following website <https://www.hkstp.org/en/privacy-policy/>.

Personal Data may also be collected through and/or stored at our external registration platform, EventXtra, and our external virtual event platform, Jublia. The privacy policy of EventXtra (the “EX Privacy Policy”) and Jublia (the “Jublia Privacy Policy”) may be applicable to any information collected through or stored at EventXtra or Jublia. You must agree to both the EX Privacy Policy and the Jublia Privacy Policy prior to the registration of the Event. By registering the Event you are deemed to have agreed with the EX Privacy Policy and the Jublia

Privacy Policy. The EX Privacy Policy can be found at <https://eventxtra.com/privacy-policy/> and the Jublia Privacy Policy can be found at [https://www.jublia.com/privacy\\_policy.html](https://www.jublia.com/privacy_policy.html)

Personal Data may be transferred to outside of Hong Kong.

[In no event will you be compensated whatsoever for any use of information of the Event and Personal Data as stipulated in the Terms.]

## **PUBLICITY**

You agree the Organiser may use your name, likeness (including but not limited to photos, pitch videos, photo capture, video capture of the Event) for the purpose of promoting and/or marketing the Event without cost.

## **CONFLICT OF INTEREST**

1. As a Judge of the Event, you guarantee and warrant that all aspects of your judging will be fair and impartial.
2. You shall disclose to the Organiser immediately if a conflict of interest emerges during your judging process or during the Event and you agree that such disclosure may disqualify you as a Judge and the Organiser shall have absolute discretion to disqualify you as a Judge without liability whatsoever and the Organiser's decision in this regard is final and conclusive.
3. By proceeding with the registration as a Judge, you are deemed to have declared that you have no pecuniary or other personal interest, direct or indirect, in any matter that raises or may raise a conflict with your duties as a Judge.

## **GENERAL RULES**

1. The Organiser reserves the right to cancel or make changes to the Event. Should there be cancellations or changes, announcements will be made on event website (i.e. [epic.hkstp.org](http://epic.hkstp.org)), and email notification(s) will be sent to registered Judge. In the event that the Event is cancelled for whatever reason, the Organiser will not incur any liability towards you arising from such cancellation.

2. The Organiser reserves the right to change the programme details of the Event without prior notification.
3. Only Judges whose registration have been confirmed shall participate in the Event as a Judge.
4. The Organiser reserves the right to refuse anyone's entry to the Event and to request any person to cease participating in the Event if in the sole discretion of the Organiser, such person (i) fails to comply with any of the Terms; or (ii) is found to have behaved in an illegal or anti-social manner; or (iii) is found to have violated any of these Terms. The decision of the Organiser in this regard shall be binding and conclusive.
5. The Event may be recorded and/or used for internet streaming. By participating in the Event you are deemed to have provided your consent to the use of your actual or simulated likeness in connection with the production, exhibition, advertising or exploitation of any film, video and /or audio recording of the Event or any element thereof in any media of whatever form throughout the world. You also agree to being filmed through security cameras for the purpose of ensuring public security at the Event and preventing crime where applicable.
6. You shall not be permitted to use the names and/or logos of the Organiser in any manner without the prior written consent of the Organiser.
7. If any provision contained in the Terms is found to be invalid or unenforceable by any court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms shall remain valid and enforceable.
8. Any failure or delay on the part of the Organiser to enforce any of the Terms shall not constitute a waiver of any of its rights hereunder.
9. The Terms may be subject to change from time to time. Please visit the Organiser's website [epic.hkstp.org](http://epic.hkstp.org) from time to time for any updates.
10. Interpretation of any of the Terms is the sole prerogative of the Organiser. All decisions by the Organiser regarding the interpretation of the Terms and any issues arising from the Event shall be binding and conclusive on all Participants.

11. The Terms shall be interpreted and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong

## **Terms in relation to Audience**

### **COMPETITION OVERVIEW**

Welcome to the Elevator Pitch Competition (“Event”)! The Event is organised by the Hong Kong Science and Technology Parks Corporation (the "Organiser") and will be held on a virtual event platform.

You are invited to join the Event as an audience of the Event (“Audience”) who will, amongst other things, be [receiving certain information from the Organiser for the purpose of [viewing the virtual live programme of the Pitching Competition on 6 Nov and the Investment x Corporate Innovation Conference on 13 Nov, or participate in the Global Matching from 9-12 Nov (the “Purposes”)]].

Set out below are the terms (the “Terms”) which apply to you as an Audience. Such Terms may be further updated, revised and supplemented from time to time by the Organiser. In interpreting these Terms, words importing a gender include any other gender.

### **ELIGIBILITY AND REGISTRATION FOR THE EVENT**

1. All registration to be an Audience shall be by invitation only and such invitation is not transferrable.
2. To register as an Audience, you have to complete a registration form which can be found in the following link during the period from [23 Oct 2020] to [5 Nov 2020] :

<https://app.eventxtra.com/registrations/ef61f275-f9f4-4599-8622-783ca8ec69ea?locale=en>

3. PRIOR TO REGISTRATION FOR THE EVENT, YOU MUST AGREE WITH AND PROVIDE YOUR CONSENT AND ACCEPTANCE TO THE TERMS. IF YOU ARE NOT IN AGREEMENT WITH THE TERMS, PLEASE DO NOT REGISTER FOR THE EVENT.
4. By registering for the Event as an Audience and proceeding further, you are deemed to have agreed to comply with the Terms.
5. Subject to the Terms, business participant (“Business Entity”), such as company, may also proceed with the registration. For the avoidance of doubt, the Terms are equally

binding on all Business Entities and “You” means the Business Entity and/or the respective Business Representative.

6. Business Entity must designate one individual member as the “Business Representative” for contact and other administrative purposes. The Business Representative will be responsible for submitting all information on behalf of the respective Business Entity. Any individual who is employed by a Business Entity may not register as an Audience in his or her individual capacity.
7. By proceed with the registration as the Business Representative, you represent and warrant to the Organiser that you, as the Business Representative, (1) are a duly authorized representative of the Business Entity, and are submitting all information on behalf of such Business Entity; and (2) have obtained all necessary approvals from the Business Entity to register with the Event as an Audience pursuant to the Terms, including but not limited to all permission to submit any information of the Business Entity to the Organiser. If you have any questions about such authority and permissions, you must clarify with your Business Entity before registration.

## **REPRESENTATIONS AND WARRANTIES**

Without prejudice to the generality of the Terms, by proceeding with the registration as an Audience, you represent, warrant and undertake as follows:

1. all information provided in the registration form and in relation to the Event is complete, accurate and truthful;
2. you will refrain from communicating or disseminating to any third party the contents of any information you receive (verbally or written) in relation to the winners, entries, finalists or any other aspect of your participation in the Event without the Organiser’s prior written consent;
3. you will ensure that any information (including but not limited to Confidential Information (as defined below)) given to you is protected from unauthorized disclosure; and
4. (for Business Entity), the Business Representative (a) is a duly authorized representative of the respective Business Entity; (b) has obtained all necessary

corporate and other approvals from the Business Entity to register as an Audience and agree to be bound by the Terms.

## **CONFIDENTIAL INFORMATION**

1. In the Terms, "Confidential Information" means :
  - b. any information provided by the Organiser in relation to the Event, irrespective of whether such information is in writing or otherwise (including but not limited to print, audio or electronic) and whether disclosed before or after the date of your registration as an Audience to the Event, which shall include, without limitation, information received by you in connection with the Event in any media (such as print, audio or electronic), any and all notes, memoranda, lists, systems, software, records, data, formulae, source code, databases, computer models and other kinds of models, relating to the operations, business policies and procedure, financial information, performance results of business activities, proprietary concepts, software or hardware products, customers profiles or other customer, supplier or business partner information. Such information may be the property of other participants of the Event.
2. In consideration of Organiser agreeing to accept your registration as an Audience, you agree and undertake that the Confidential Information shall only be used solely for the Purposes.
3. Except as expressly provided hereunder or required by applicable laws or regulations, you shall refrain from:
  - d. divulging, reproducing, summarizing and/or distributing Confidential Information other than in connection with obtaining professional advice in respect of the Event;
  - e. reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices which form part of the Confidential Information; or
  - f. using or applying the Confidential Information otherwise than for the purposes directly arising from or in relation to the Event.
4. If at any time you are aware of any facts or circumstances then subsisting which would or might result in any unauthorized use or disclosure of the Confidential

Information or any breach of your obligations under the Terms, you shall forthwith notify and consult the Organiser and shall take such steps as may be requested by the Organiser to prevent and/or remedy the same.

5. Upon request of the Organiser, you shall immediately return to the Organiser all originals, copies, reproductions and summaries of Confidential Information, materials pertaining thereto and all extracts, memoranda, notes and other writings thereof in your possession, custody or control which may be in a physical form or stored by electronic means or otherwise and you shall expunge all Confidential Information from any computer, word processor or other device containing such information. Alternatively, the Organiser shall be entitled to request you to provide a written certification that the same have been destroyed or permanently erased save to the extent where you are required to retain any such Confidential Information by any applicable laws, rules or regulations or by any competent judicial, governmental, supervisory or regulatory body but not otherwise.
6. No disclosure of the Confidential Information shall be made by any Audience to a third party without the prior written consent of the Organiser.
7. All Confidential Information (whether or not developed or modified by you) is and shall remain the property of the Organiser and/or its author. The disclosure of any Confidential Information by the Organiser does not constitute a grant of any express or implied right to you to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein or under a separate written agreement. The Organiser reserves without prejudice the ability to protect its rights under such patents, copyrights, trademarks, or trade secret.
8. You acknowledge that the monetary damages may not be a sufficient remedy for unauthorized disclosure of the Confidential Information and that the Organiser shall be entitled, without waiving any other rights and remedies, to equitable relief and injunctive relief as may be deemed proper by a court of competent jurisdiction.
9. You agree to comply with laws that are applicable to the Confidential Information.
10. You acknowledge and agree that the Organiser does not provide any representation or warranty whatsoever as to the accuracy or completeness of the information which has been or will be provided, including without limitation, the Confidential Information.

## **LIMITATIONS OF LIABILITY AND RELEASE**

The Organiser, its affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents (collectively the “Released Parties”) will have no liability whatsoever for, and will be released and held harmless by any Audience for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without prejudice to the generality of the foregoing, everything in connection with the Event is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose, and non-infringement.

You are responsible for your own valuables and the Organiser will not be liable for any loss or damage to any personal property brought to the venue of the Event.

## **INDEMNIFICATION**

You agree that you shall indemnify and hold the Organiser harmless on demand from and against all claims, actions liabilities, costs, expenses, loss or damage (including but not limited to consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by the Organiser arising from or relating to (directly or indirectly) any default or any violation of any of your obligations under the Terms.

## **USE OF PERSONAL INFORMATION**

Any personal data collected from you in relation to the Event (“Personal Data”) shall be used, stored, or retained in accordance with the privacy policy of the Organiser which shall be found in the following website <https://www.hkstp.org/en/privacy-policy/>.

Personal Data may also be collected through and/or stored at our external registration platform, EventXtra, and our external virtual event platform, Jublia. The privacy policy of EventXtra (the “EX Privacy Policy”) and Jublia (the “Jublia Privacy Policy”) may be applicable to any information collected through or stored at EventXtra or Jublia. You must agree to both the EX Privacy Policy and the Jublia Privacy Policy prior to the registration of the Event. By registering the Event you are deemed to have agreed with the EX Privacy Policy and the Jublia Privacy Policy. The EX Privacy Policy can be found at <https://eventxtra.com/privacy-policy/> and the Jublia Privacy Policy can be found at

[https://www.jublia.com/privacy\\_policy.html](https://www.jublia.com/privacy_policy.html)

Personal Data may be transferred to outside of Hong Kong.

[In no event will you be compensated whatsoever for any use of information of the Event and Personal Data as stipulated in the Terms.]

## **PUBLICITY**

You agree the Organiser may use your name, likeness (including but not limited to photos, pitch videos, photo capture, video capture of the Event) for the purpose of promoting and/or marketing the Event without cost.

## **GENERAL RULES**

1. The Organiser reserves the right to cancel or make changes to the Event. Should there be cancellations or changes, announcements will be made on event website (i.e. epic.hkstp.org), and email notification(s) will be sent to registered Audience. In the event that the Event is cancelled for whatever reason, the Organiser will not incur any liability towards you arising from such cancellation.
2. The Organiser reserves the right to change the programme details of the Event without prior notification.
3. Only Audience whose registration have been confirmed shall participate in the Event as an Audience.
4. The Organiser reserves the right to refuse anyone's entry to the Event and to request any person to cease participating in the Event if in the sole discretion of the Organiser, such person (i) fails to comply with any of the Terms; or (ii) is found to have behaved in an illegal or anti-social manner; or (iii) is found to have violated any of these Terms. The decision of the Organiser in this regard shall be binding and conclusive.
5. The Event may be recorded and/or used for internet streaming. By participating in the Event you are deemed to have provided your consent to the use of your actual or simulated likeness in connection with the production, exhibition, advertising or exploitation of any film, video and /or audio recording of the Event or any element thereof in any media of

whatever form throughout the world. You also agree to being filmed through security cameras for the purpose of ensuring public security at the Event and preventing crime where applicable.

6. You shall not be permitted to use the names and/or logos of the Organiser in any manner without the prior written consent of the Organiser.
7. If any provision contained in the Terms is found to be invalid or unenforceable by any court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms shall remain valid and enforceable.
8. Any failure or delay on the part of the Organiser to enforce any of the Terms shall not constitute a waiver of any of its rights hereunder.
9. The Terms may be subject to change from time to time. Please visit the Organiser's website [epic.hkstp.org](http://epic.hkstp.org) from time to time for any updates.
10. Interpretation of any of the Terms is the sole prerogative of the Organiser. All decisions by the Organiser regarding the interpretation of the Terms and any issues arising from the Event shall be binding and conclusive on all Participants.
11. The Terms shall be interpreted and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.

## **Terms related to Contestant**

### COMPETITION OVERVIEW

Welcome to the Elevator Pitch Competition ("Event")! The Event is organised by the Hong Kong Science and Technology Parks Corporation (the "Organiser") and will be held on a virtual event platform. Set out below are the Terms of the Event which shall include any additional terms and/or modifications of the Terms made from time to time by the Organiser. In interpreting these Terms, words importing a gender include any other gender.

By registering for the Event you are deemed to have agreed to comply with the Terms.

### REGISTRATION FOR THE EVENT

To participate the Event, go to <https://app.eventextra.com/registrations/58859e23-0b3c-4d1b-a78d-b6f03e509378?locale=en> from 21 September 2020 to 19 October 2020, and accurately and truthfully complete the online registration form. PRIOR TO REGISTRATION FOR THE EVENT, MUST AGREE WITH AND PROVIDE YOUR CONSENT AND ACCEPTANCE TO THE TERMS. IF YOU ARE NOT IN AGREEMENT WITH THE TERMS, PLEASE DO NOT REGISTER FOR THE EVENT.

Entry and participation in the Event are free of charge.

### ELIGIBILITY

1. The Event is open and offered only to (1) individuals age eighteen (18) years or above at the time of registration ("Individual Participant"); and (2) ("Business Participant"). "Participant" means either Individual Participant or Business Participant as the case may be.
2. This Event is not open to (1) employees of the Organiser; (2) the immediate family members or members of the same household of any such employee; or (3) anyone professionally involved in the development or administration of the Event.
3. Individual Participants may enter the Event in their individual capacities to develop and submit a single entry.

4. An entry submitted by a Business Participant must designate one individual member as the “Business Representative” for contact and contest administrative purposes. The Business Representative will be responsible for submitting the entry on behalf of the respective Business Participant. Any individual who is employed by a Business Participant may not submit an entry in his or her individual capacity as an Individual Participant.
5. By submitting an entry as the Business Representative, you represent and warrant to the Organiser that you, as the Business Representative, (1) are a duly authorized representative of the Business Participant, and is submitting the entry on behalf of such Business Participant; and (2) have obtained all necessary approvals from the Business Participant to enter the Event pursuant to the Terms, including but not limited to all permissions to submit any intellectual property to the Organiser. If you have any questions about such authority and permissions, you must clarify with your Business Participant before registration.

#### REPRESENTATIONS AND WARRANTIES

By submitting an entry, each Participant represents, warrants and undertakes as follows:

1. all information provided in the registration form and in relation to the participation of the Event is complete, accurate and truthful;
2. (for Individual Participants), no person or entity (including but not limited to his employer or academic institution) other than the Individual Participant has any right, title or interest in any part of his entry;
3. (for Business Participant), the Business Representative (a) is a duly authorized representative of the Business Participant; (b) is submitting the entry on behalf of the Business Participant ; and (c) has obtained all necessary corporate and other approvals from the Business Participant to enter the Event and submit the company’s intellectual property, as contemplated under the Terms;
4. no other party is entitled to claim royalties from the use of the Participant’s entry;
5. his entry does not and will not infringe or violate any rights of any third party, including without limitation Intellectual Property Rights (as defined below), and does not constitute defamation, and any violation of any privacy, publicity, misappropriation, confidentiality

or any contractual or other rights. "Intellectual Property Rights" means all current and future worldwide rights under patent, copyright, trade secret, trademark or moral rights laws and other similar rights;

6. his entry is an original work of the Participant and the Participant has all the rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights that the Participant has granted herein;
7. his entry does not contain content that is prohibited under these Terms including, but not limited to, any content that is unlawful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable; and
8. he will not upload, post or otherwise transmit any entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware.

#### NO CONFIDENTIAL RELATIONSHIP

No entry of the Event will be received or held in confidence and under no circumstances will any entry create a confidential relationship or obligation of secrecy between any Participant and the Organiser or between the Participant and any other party. Without prejudice to the generality of the foregoing, each Participant understands and agrees that his entry may be publicly disclosed by the Organiser on its website, virtual event platform, or in other public communications, forums and media.

Each Participant recognizes that other persons or entities may have provided the Organiser or others, or made public, or may in the future submit, or make public, materials that are the same or similar to his entry. Each Participant acknowledges and agrees that the Organiser shall have the right to use such same or similar materials, and that the Participant will not be entitled to any compensation arising from the Organiser's use of such materials. In the event that any entry of a Participant is identical or similar to the entry of another Participant, the Participant acknowledges that the judging panel has a sole discretion to determine the score.

#### LIMITATIONS OF LIABILITY AND RELEASE

Organiser, its affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents (collectively the "Released Parties") will

have no liability whatsoever for, and will be released and held harmless by any Participant for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without prejudice to the generality of the foregoing, everything in connection with the Event is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose, and non-infringement.

## INDEMNIFICATION

Each Participant agrees that he will indemnify and hold the Organiser harmless on demand from and against all claims, actions liabilities, costs, expenses, loss or damage (including but not limited to consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by the Organiser arising from or relating to (directly or indirectly) any default or any violation of any of his obligations under the Terms.

## AWARDS

Subject to the Terms, the winners will receive the following:

- Champion: Cash Prize of US\$100,000
- Tech Winners\* (x4): Cash Prize of US\$10,000 (each)
- Top 10 Finalists: Cash Prize of US\$6,000 (each)

\*Tech Category: Artificial Intelligence & Robotics/ Health Technology/ FinTech/ Smart City

## SELECTION OF WINNERS

Winners will be selected based on the following criteria:

### 1. Business Overview

- Brief description of your business/business idea
- Value proposition
- Competitive advantages
- Achievements (if any)

## 2. Technology Highlight

- Technology breakthrough and edge
- Its application and benefits to users
- Any patent applied or obtained
- Market Potential
- Market size
- Pain points
- Growing potential

## 3. Business Model

- How does your business penetrate the target market
- What are your goals
- What are the ongoing plans for achieving these goals

## 4. Revenue Model

- How will your product/ solution/ service generate revenue

Participant agrees if he is shortlisted as one of the top 10 finalists, he agrees to perform an online live pitch during the pitching competition on the virtual event platform on 6 November 2020 (or another date to be specified by the Organiser).

## PUBLICITY

Participant acknowledges and agrees that the Organiser may use and edit his entry for publicity, virtual event platform, advertising or other marketing purposes (collectively “Publicity Purposes”), in any media, and may use the name, likeness (including but not limited to photos, pitch videos, video capture for live performance and recorded video of the Event), and hometown name and/or prize information of Participants as part of the Publicity Purposes, without additional compensation to any Participants.

## USE OF PERSONAL INFORMATION

Any personal data collected from the Participant in relation to the Event (“Personal Data”) shall be used, stored, or retained in accordance with the privacy policy of the Organiser which shall be found in the following website <https://www.hkstp.org/en/privacy-policy/>.

Personal Data may also be collected through and/or stored at our external registration platform, EventXtra. The privacy policy of EventXtra (the “EX Privacy Policy”) may be applicable to any information collected through or stored at EventXtra. Participants must agree to the EX Privacy Policy prior to the registration of the Event. By registering the Event you are deemed to have agreed with the EX Privacy Policy. The EX Privacy Policy can be found at <https://eventxtra.com/privacy-policy/>.

Without prejudice to the generality of the foregoing, all Personal Data will be collected, used and processed for the following purposes:

- Contestant application and identification
- Registration of the Event
- User account set-up and use of the virtual event platform
- Business and Investment matchmaking
- Private chat messaging
- Survey to collect feedbacks
- Data analysis for events
- Direct marketing (if an applicant opts in)

Without prejudice to the generality of the foregoing, the Participants acknowledges and agrees that the Organiser may disclose any Personal Data and/or any information in relation to the Event (including but not limited to any entry) to third parties including but not limited to [the virtual event platform] for the purposes of (1) matching Participant to potential investors or business partners; (2) Participant identification; (3) user account set-up and use of the virtual event platform; (4) private chat messaging; (5) live webinar viewing (6) survey to collect feedbacks; (7) data analysis for events; (8) polling

Personal Data retained by the Organiser will be purged after the 3-month data retention period unless the Participant has opted in for direct marketing.

In no event, the Participants will be compensated whatsoever for any use of information of the Event and Personal Data as stipulated in the Terms.

## GENERAL RULES

1. The Organiser reserves the right to cancel or make changes to the Event. Should there be cancellations or changes, announcements will be made on event website (i.e. [epic.hkstp.org](http://epic.hkstp.org)), and email notification(s) will be sent to registered Participants. In the event that the Event is cancelled for whatever reason, the Organiser will not incur any liability

towards any Participant arising from such cancellation.

2. The Organiser reserves the right to change the programme details of the Event without prior notification.
3. No automated entry devices and/or programs permitted. Receipt of entry will not be acknowledged or returned. Organiser is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entry, which will be disqualified, nor Organisers be responsible in any circumstances for problems of any kind whether mechanical, human or electronic.
4. Only confirmed Participants shall be eligible to participate in the Event.
5. The Organiser reserves the right to refuse anyone's entry to the Event and to request any person to cease participating in the Event if in the sole discretion of the Organiser, such person (i) fails to comply with any of the Terms; or (ii) is found to have behaved in an illegal or anti-social manner; or (iii) is found to have violated any of these Terms. The decision of the Organiser in this regard shall be binding and conclusive.
6. The Event may be recorded and/or used for internet streaming. By participating in the Event each Participant is deemed to have provided his consent to the use of his actual or simulated likeness in connection with the production, exhibition, advertising or exploitation of any film, video and /or audio recording of the Event or any element thereof in any media of whatever form throughout the world. Each Participant also agrees to being filmed through security cameras for the purpose of ensuring public security at the Event and preventing crime where applicable.
7. No Participant shall be permitted to use the names and/or logos of the Organiser in any manner without the prior written consent of the Organiser.
8. Without prejudice to the generality of the Terms, the Organiser shall not be liable for any loss, damage, cost or expense, except in the case of death or personal injury if due to any negligent act or omission on its part. Participants attending the Event are responsible for their own valuables and the Organiser will not be liable for any loss or damage to any personal property brought to the Venue.
9. If any provision contained in the Terms is found to be invalid or unenforceable by any court, the invalid or unenforceable provision shall be severed or amended in such a manner as to

render the rest of the provision(s) and remainder of these Terms shall remain valid and enforceable.

10. Any failure or delay on the part of the Organiser to enforce any of the Terms shall not constitute a waiver of any of its rights hereunder.
11. The Terms may be subject to change from time to time. Please visit the Organiser's website [epic.hkstp.org](http://epic.hkstp.org) from time to time for any updates.
12. Interpretation of any of the Terms is the sole prerogative of the Organiser. All decisions by the Organiser regarding the interpretation of the Terms and any issues arising from the Event shall be binding and conclusive on all Participants.
13. The Terms shall be interpreted and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.