

1. Terms of Use

Use of this website, run.unicef.org.hk and all pages in this domain (together, the "UNICEF Charity Run Website"), constitutes acceptance of the following terms and conditions ("Terms of Use"). The Hong Kong Committee for UNICEF ("UNICEF HK") reserves the right to seek all remedies available by law for any violation of these Terms of Use, including any violation of UNICEF HK's rights in the UNICEF HK name and emblem and its rights in connection with the information, artwork, text, video, audio, or pictures (together, the "Content") of the UNICEF Charity Run Website. These Terms of Use are a legal agreement between you and UNICEF HK. UNICEF HK provides the UNICEF Charity Run Website for your use in consideration of your provision of information to UNICEF HK and/or your use of the UNICEF Charity Run Website. By accessing and using the UNICEF Charity Run Website, you signify that you agree to these Terms of Use. If you do not agree to these Terms of Use, please do not use the UNICEF Charity Run Website. These Terms of Use apply regardless of whether you access the UNICEF Charity Run Website through a computer, a mobile device or otherwise.

THE UNICEF AND UNICEF HK NAME AND EMBLEM

The UNICEF name and emblem are the exclusive property of UNICEF. The name and emblem of UNICEF HK are the exclusive property of UNICEF HK. Both names and emblems are protected under local and international law. Unauthorized use is prohibited. They may not be copied or reproduced in any way without the prior written permission of UNICEF or UNICEF HK.

Requests for permission to use the names and emblems of UNICEF or UNICEF HK should be emailed to us at info@unicef.org.hk. Any approval for such requests will be granted at our absolute discretion.

THE UNICEF CHARITY RUN WEBSITE

The UNICEF Global Website and UNICEF Charity Run Website is for personal use and educational purposes only. Any other use, including without limitation reproduction or translation of anything more than a de minimis portion of the content of the UNICEF Charity Run Website or any use other than for personal or educational

purposes, requires the express prior written permission of UNICEF HK. Requests for permission should be emailed to us at info@unicef.org.hk specifying full details of the proposed use. Any approval for such requests will be granted at UNICEF HK's absolute discretion. In any event, UNICEF HK shall not be responsible for any loss of profit, loss of business, business interruption or loss of business opportunity. All Content of the UNICEF Charity Run Website is protected by law including without limitation, the Copyright Ordinance.

The use of particular designations of countries or territories does not imply any judgment by UNICEF HK as to the legal status of such countries or territories, of their authorities and institutions or of the delimitation of their boundaries. The mention of names of specific companies or products (whether or not indicated as registered) does not imply any intention to infringe proprietary rights, nor should it be construed as an endorsement or recommendation on the part of UNICEF HK.

CONTENT DISCLAIMER

The content of the UNICEF Charity Run Website is selected on the basis of UNICEF HK's own criteria and in its own sole discretion. UNICEF HK reserves the right at any time to change or discontinue any aspect or feature of the UNICEF Charity Run Website, including but not limited to these Terms of Use, hours of availability and equipment needed for use, or to begin charging for access to the UNICEF Charity Run Website.

The use of the information available on the UNICEF Charity Run Website is at the discretion of the user. UNICEF HK does not guarantee that the UNICEF Charity Run Website, or any content on it, will be complete, up to date or free from errors or omissions. UNICEF HK cannot be deemed liable for any direct and/or indirect loss or damage, whether in contract, tort, breach of statutory duty or otherwise, even if foreseeable, arising from the use of, or inability to use, the UNICEF Charity Run Website or the reliance or use of the information provided on the UNICEF Charity Run Website.

The UNICEF Charity Run Website may also *contain statements, advice or opinions of non-UNICEF content providers or individuals. These do not necessarily reflect the policies or views of UNICEF HK. UNICEF HK does not represent or endorse the accuracy or reliability of any statement, advice, opinion or other information provided by any non-UNICEF content provider, or any user of the UNICEF Charity*

Run *Website, or other person or entity* and UNICEF HK accepts no liability for such statements, advice or opinions.

No representations, warranties or guarantees of any kind (whether express or implied) concerning the UNICEF Charity Run Website are given, including responsibility for any infection by virus or any other contamination or by anything which has destructive properties.

All rights to the resources included in the UNICEF Charity Run Website remain with their respective copyright owners, as indicated for each resource. For more information please contact us at info@unicef.org.hk.

Nothing in these Terms of Use excludes or limits any liability for (i) death or personal injury arising from negligence; (ii) fraud; or (iii) any other liability which cannot be excluded or limited under applicable law.

OTHER WEBSITES

The UNICEF Charity Run Website may be linked to other websites that are not under UNICEF HK's control. UNICEF HK provides these links merely as a convenience and the inclusion of such links does not imply an endorsement or approval by UNICEF HK of any website, product or service. UNICEF HK does not assume any responsibility or liability in respect of such web sites, including, for example, responsibility or liability for the accuracy or reliability of any information, data, opinions, advice or statements made on those websites.

LINKING TO UNICEF HK

UNICEF HK welcomes links from sites that share our goals of working for children's rights, meeting children's basic needs and expanding opportunities for children to reach their full potential. By adding a link you are expressing your support for these goals. If you choose to link to the UNICEF Charity Run Website, you must agree to all of the terms and conditions for linking set forth below. If you do not agree to abide by these terms and conditions, do not establish a link to the UNICEF Charity Run Website. By establishing a link to the UNICEF Charity Run Website, you will be deemed to have agreed to all of the terms and conditions set forth below.

If you wish to link from your website to any pages of the UNICEF Charity Run Website you may do so only on the basis that you link to, but do not replicate, the UNICEF Charity Run Website page, and subject to the following conditions: -

1. The linking text must simply consist of the UNICEF Charity Run Website address;
2. You do not remove, distort or otherwise alter the size or appearance of any logos on the UNICEF Charity Run Website;
3. You do not in any way imply that UNICEF HK or UNICEF are endorsing any products or services;
4. You do not misrepresent your relationship with UNICEF or UNICEF HK nor present any other false information about UNICEF or UNICEF HK;
5. You do not otherwise use any UNICEF or UNICEF HK's trademarks displayed on the UNICEF Charity Run Website without UNICEF HK's express written permission;
6. You do not link from a website that is not owned by you; and
7. Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to the UNICEF Charity Run Website in which case the site manager must agree to remove the link immediately.

YOUR RESPONSIBILITIES

You agree to only use the UNICEF Charity Run Website in a manner that complies with all applicable laws and regulations and is consistent with these terms of use.

UPLOADED CONTENT

If you choose to submit any content for publication on the UNICEF Charity Run Website (e.g., a posting to a fundraising page or a discussion board, a video or photograph submitted as part of a fundraising), you hereby warrant that no contribution to the Sites:

1. will be, or may be considered to be, unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
2. may constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law;
3. violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other intellectual property or proprietary right;
4. contains or may be associated with a computer virus or other harmful component;
5. constitutes or contains false or misleading indications of origin or statements of fact;
6. contains any information, software or other material of a commercial nature; or
7. contains advertising, promotions or commercial solicitations of any kind.

We have the right to remove any content or posting you make available on the UNICEF Charity Run Website if, in our opinion, your post does not comply with our content standards.

Any content you upload to the UNICEF Charity Run Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to distribute and make it available to third parties. You are solely responsible for securing and backing up your content.

We also have the right to disclose your identity to any third party who is claiming that any content posted by you or uploaded by you or any other user of the Sites constitutes a violation of their intellectual property rights, proprietary rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the UNICEF Charity Run Website. The views expressed by other users on the UNICEF Charity Run Website do not represent our views or values.

MISCELLANEOUS

These Terms of Use make up the entire agreement between you and us and shall supersede any and all prior verbal and written agreements in relation to the UNICEF Charity Run Website or the use of the services provided by us through the UNICEF Charity Run Website. These Terms of Use do not create any third party rights and any rights under the Contract (Rights of Third Parties) Ordinance are hereby excluded.

The UNICEF Charity Run Website is directed to people residing in Hong Kong. We do not represent that content available on or through the UNICEF Charity Run Website is appropriate or available in other locations. We may limit the availability of the UNICEF Charity Run Website or any service rendered by us through the UNICEF Charity Run Website to any person or geographic area at any time. If you choose to access the UNICEF Charity Run Website from outside Hong Kong, you do so at your own risk.

No failure or delay by UNICEF HK or you at any time to exercise any right or remedy provided under these terms of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Part or all of any provision under these Terms of Use that is illegal or unenforceable will be severed from these Terms of Use and the remaining provisions shall continue in full force and effect.

LANGUAGE

These terms of use are drafted in the English language. In the event of any inconsistency between the English language version and any translated version of these terms of use, the English language version shall prevail.

CHANGES

We may change these Terms of Use at any time. If we make any material changes to these terms of use, we will provide you with 14 days' notice in advance of such changes by highlighting the changes on the UNICEF Charity Run Website. You are entitled to discontinue your use of the UNICEF Charity Run Website at any time.

You should check these Terms of Use periodically to take notice of any changes made. Your continued use of the UNICEF Charity Run Website following the lapse of the 14 days notification term will signal your acceptance of such changes.

LAW AND DISPUTE RESOLUTION

In the event of a dispute, please note that these Terms of Use shall be exclusively governed by the laws of Hong Kong and the both parties shall submit any dispute or claim to the exclusive jurisdiction of the courts of Hong Kong.

NOTICE

Any notice to UNICEF HK by the user shall be sent to info@unicef.org.hk.

These Terms of Use were last updated on 1 August 2017.

2. Privacy Statement

The Hong Kong Committee for UNICEF ("UNICEF HK", "us" or "we") is committed to protecting the privacy of its donors and supporters. All personal data collected and administered by us is treated with the strictest confidence and in compliance with the Personal Data (Privacy) Ordinance.

Our personal information collection practices are set out below, detailing the type of information we gather and track, how the information is used and with whom the information is shared. This Privacy Statement also applies to personal data which is collected, processed or used by UNICEF HK's service providers for service delivery on our behalf.

PURPOSES FOR COLLECTING PERSONAL INFORMATION

From time to time, you will be asked to provide us with personal data about yourself including your name, contact information, credit card payment details etc., in order for you to:

- make a donation
- support a campaign

- sign up to an event or activity
- subscribe to an e-newsletter
- purchase a gift or product
- submit your application for employment or volunteering opportunities
- respond to a donor survey

The exact purpose for which we will use your personal data is set out in the personal information collection statement provided to you on or before the collection of your personal data. Depending on the nature of the activities in which you may take part, some of the information we request from you will be mandatory, while the supply of other information is optional. At the time of collection of your personal data, we will indicate what is mandatory and what is optional. If you choose not to let us have the mandatory information, we may not be able to provide the related services or products requested by you.

By submitting to UNICEF HK your personal data, you consent to UNICEF HK's usage of your data in connection with the provision of services or products that you wish to acquire in accordance with the personal information collection statement provided to you on or before the collection of your personal data.

TRANSFER OF PERSONAL DATA

For operational reasons, we may use external third parties to support our service provision, which may consist of credit card payment processing, customer enquiries handling, packaging and delivery, and marketing and communication activities on our behalf. Subject to your consent, we may provide your personal data to any third party service provider for the purposes of enabling that third party to market its own products or services to you. The personal data we transfer to our service providers (whether inside or outside Hong Kong) is provided strictly on a need-to-know basis, and the security and confidentiality of all personal data is safeguarded by contractual means between UNICEF HK and our service providers.

In order to improve the quality of our service, we also from time to time use your personal data for statistics and survey purposes. All reports we share or publish do not contain personally identifiable information. Your privacy is protected.

COOKIES

When you visit our website, a cookie is downloaded onto your computer alongside the web content. A cookie is a small amount of data that is sent from the web server to your browser and stored in the hard drive of your computer. It is used to assign a unique identification to your computer and securely store information such as user IDs, passwords, preferences, and online profiles. To improve the quality of our service and communication, UNICEF HK and, occasionally, our advertising and media contractors, may use this data anonymously to analyze trends and statistics.

You can choose to disable such cookies by changing your browser settings.

USE OF PERSONAL DATA FOR DIRECT MARKETING

UNICEF HK receives its funding only from private individuals and corporate donors. We are not funded by the HKSAR Government or the United Nations. As such, we rely on the kind contribution from our donors and supporters to let us continue our work in the promotion and protection of children's rights. Therefore we would like to be able to contact you to keep you informed of UNICEF HK and UNICEF's campaigns, activities and fundraising appeals to support UNICEF's worldwide programmes in emergency relief and development for the well-being of children.

However, we cannot use your personal data for such purposes without obtaining your prior consent. You can indicate your preference not to receive such information in the personal information collection statement provided to you at the time that we collect your personal data for such purposes. You can also contact us at any time (via the contact details below) to inform us that you wish to cease receiving such further marketing materials. It may take up to maximum 20 working days for your request to become effective.

RETENTION AND DISPOSAL OF PERSONAL DATA

UNICEF HK strives not to maintain personal data for longer than necessary in order to fulfill the purposes for which it was collected. As a general rule, we store in our database:

- donation and sales records for at least 7 years
- personal particulars of event participants, campaign supporters, volunteers, and mailing list subscribers for 3 years
- unsuccessful applications for job, volunteering and programme activities for 6 months.

All information is disposed of by secure means.

CHILDREN'S INFORMATION

UNICEF HK's interaction with children is guided by our Child Safeguarding Policy. Children may be asked to provide personal information such as name, name of school, grade, contact information etc when he or she takes part in our activities in person or via school channel for preceding and facilitating his or her participation. We encourage children under the age of 18 to consult parents, guardians or teachers before providing their personal information. If a child requests information from us, in most cases he or she is asked to provide an email address to facilitate our handling of their online request. On our website, we offer many features like interactive content, information of educational activities and links to global websites which a child can engage in, minimum amount of personal information may be required by us in this case.

UNICEF HK respects the privacy of children and the confidentiality of their personal data as much as we do our donors and supporters. Like all other personal data UNICEF HK collects, information of children is not shared with, or transferred to any third parties not in connection with the provision of services on behalf of UNICEF HK, including other children-focused organizations. We urge parents or guardians to regularly monitor and supervise their children's on-line activities. Children and their parents or guardians can follow the procedures stipulated in the below section "Access to and changes to your personal data" to request access to the children's personal data held by us.

ACCESS TO AND CHANGES TO YOUR PERSONAL DATA

Under the Hong Kong Personal Data (Privacy) Ordinance, you have the right to request access to and correction of your personal data held by us. Such requests

may be made to UNICEF HK in writing by sending an email to Ms Katie Lam, Data Privacy Focal Point at 2833 6139 or info@unicef.org.hk.

UNICEF HK endeavors to process the request within 40 calendar days of receipt. A fee of HK\$1 per page of hard copy documents provided will be charged. The fee is to cover the direct costs incurred by UNICEF HK in complying with the request.

SECURITY

Any information provided to UNICEF HK by users of our website is held with the utmost care and security, and will not be used in ways other than as set forth in this Privacy Statement and/or the relevant personal information collection statement, or in accordance with the prior consent of the relevant individual. UNICEF HK employs a range of techniques and security measures to protect the information maintained on our system from loss, misuse, unauthorized access or disclosure, alteration, or destruction. WHILE UNICEF HK ENDEAVORS TO TAKE ALL REASONABLE AND NECESSARY STEPS TO SECURELY HANDLE AND MAINTAIN OUR DATABASE, WE CANNOT GUARANTEE THE SECURITY OF THE INFORMATION AND THEREFORE ASSUME NO RESPONSIBILITY AND DISCLAIM ALL LIABILITY IN THIS REGARD.

LINKS

UNICEF Charity Run Website contains links to other sites operated by third parties. We cannot be responsible for and have no control over the privacy policies or the content of these websites.

DISCLOSURE OF PERSONAL DATA FOR LEGAL

PURPOSES

UNICEF HK reserves the right to disclose any personal data if so required or permitted by law.

CHANGES

We may make changes to this Privacy Statement from time to time. The amended Privacy Statement applies from the date it is posted on our site and will govern the way in which we collect and use personal data from the date of the change. However,

if we intend to use your personal data for a new purpose not directly related to the original purpose of collection (as specified in the relevant personal information collection statement provided to you), then we will obtain your consent prior to such new use.

YOUR ACCEPTANCE OF THIS STATEMENT

By using our sites, you consent to the collection and use of information by UNICEF HK in accordance with this Statement. If you do not agree to this Statement, please do not use our sites.

This Statement was last updated on 1 August 2017.

CONTACT US

This website is owned by UNICEF HK. Please feel free to contact us via:

- Telephone: (852) 28336139
- Fax: (852) 28340996
- Email: info@unicef.org.hk

PERSONAL INFORMATION COLLECTION STATEMENT

The Hong Kong Committee for UNICEF ("**UNICEF HK**") collects and uses your personal data in accordance with the Personal Data (Privacy) Ordinance.

Purpose

Your personal data is collected by UNICEF HK for the purposes of:

1. Processing, administering and communicating with you regarding your enrolment and participation in UNICEF CHARITY RUN 2017;
2. conducting research and generating statistics to enhance UNICEF HK's services and activities;

3. communicating with you in response to any queries or complaints submitted by you or in relation to your donations or application to an event, programme, volunteering or employment opportunity;
4. informing you (subject to your consent) of campaigns, activities and fundraising appeals relating to UNICEF's worldwide programmes of emergency relief and development for the well-being of children;
5. informing you (subject to your consent) of products and services provided by UNICEF HK's service providers;
6. complying with applicable laws or regulations.

Transfer and Disclosure

UNICEF HK shall only transfer and disclose your personal data to service providers (within or outside Hong Kong) of UNICEF HK to enable them to send to you (subject to your consent) marketing materials described in paragraph 4 above solely on behalf of UNICEF HK, and to provide back-end, administrative, communication, or IT services to UNICEF HK (including but not limited to payment gateways for credit card processing, research companies for donor satisfaction surveys, and agents to make promotional and pledge donation calls on behalf of UNICEF HK). Subject to your consent, UNICEF HK may also provide your personal data to its service providers for the purposes of enabling them to market their own products or services to you.

Mandatory Information

You must provide the information marked with an asterisk on the online form (*). If you do not provide this information to us, then we may not be able to process or administer your donations or applications.

Access and Correction of Data

You have the right to request access to or correction of your personal data held by UNICEF HK. If you wish to access or correct your personal data, then please contact Ms. Katie Lam, Personal Data Privacy Focal Point, at 2833 6139 or info@unicef.org.hk.

Marketing

UNICEF HK cannot use your personal data without your prior consent for the purposes of providing you with marketing materials. By ticking corresponding

boxes on enrolment form, you indicate your agreement to the use of your name and contact information for direct marketing purposes in accordance with paragraphs 4 and 5 above.

3. Copyright

Hong Kong Committee for UNICEF (UNICEF HK) offers its information on the Internet essentially for the benefit of individuals interested in its efforts to uphold the Convention on the Rights of the Child, to protect and promote the well-being of children and to foster human development.

If you wish to mirror, reproduce, republish or translate any of the information for wider dissemination, please email us at info@unicef.org.hk with details of such proposed use, including the nature and size of the intended audience. You shall not use such information without UNICEF HK's prior written approval, such approval being granted at UNICEF HK's absolute discretion.

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The unauthorized use of the name and logo of UNICEF HK and UNICEF is against local and international laws, and is expressly forbidden.