

Participant Terms and Conditions

Gay Games 11 2023 Hong Kong

1. General Terms and Conditions

1.1. On registering (as defined below) to participate in any sport, event, programme or activity in relation to Gay Games 11 2023 Hong Kong (the "**HK Games**") as an athlete, volunteer, official, spectator, supporter or any other participant (each, a "**Participant**") through Fusesport, Inc. ("**fuseSPORT**"), you agree to comply with the following policies:

- [Gender Inclusion Policy](#)
- [Health & Well Being Policy](#)
- [Code of Conduct](#)
- [Privacy Policy of the Federation of Gay Games](#)
- [Privacy Policy of GGHK Limited](#)

In addition to the policies of the Federation of Gay Games (the "**Federation**") and GGHK Limited (the "**Host**") which are made available to you from time to time, you also agree to abide by and comply with all applicable laws and regulations, in particular, those of Hong Kong. You should also respect all local cultures and traditions where possible.

You also agree not to do or say anything that would conflict with or contradict the Federation Principles, or bring the Host, the Federation or the HK Games into disrepute. As the HK Games is a non-political event, it is not a forum to publicise your political views, and Host may cancel your participation in the HK Games if you breach this restriction.

The Host has the sole discretion to determine if a Participant has violated any of the above, as well as what, if any, measures to be undertaken as a result of the violation or attempted violation, including but not limited to restrictions on participating in or being barred from HK Games (and whether any paid fees should be forfeited).

IMPORTANT: These terms and conditions only govern your participation in the HK Games organised by the Host. If you are attending the Gay Games 11 to be held in Guadalajara, Mexico ("**GG GDL**"), your participation in GG GDL will be governed by the terms and conditions of the GG GDL organising committee. Also, please note that fuseSPORT is an independent service provider engaged by the Federation, and the Federation will collect and control all Participant's information as the "data controller", and the Host processes your data under the authorisation of the Federation.

1.2. The Host may change or adjust venues, arrangements, planning, competition days and schedules of events, at its sole discretion.

1.3. You accept and abide by any conditions or restrictions that venues and facilities used by the Host may impose as conditions of entry on visitors or users of them.

1.4. If you sustain an injury or illness while participating in any role in HK Games, you hereby authorize any medical or health personnel to perform and administer first aid medical treatment as deemed necessary and to seek more specialized medical attention at hospitals and health care institutions if deemed necessary by any first aid and medical staff or contractors of the Host.

1.5. You should obtain personal and health care insurance as a Participant in HK Games. It is your responsibility to organize your own travel insurance, health care insurance, property insurance, liability

insurance and personal accident insurance to cover you and your property for the whole period of HK Games, including travel to, from and during HK Games.

1.6. You warrant and declare that you will be at least eighteen years old at the beginning of HK Games.

1.7. You may withdraw from participating in HK Games and/or sporting event(s) by notice to the Host or by simply not attending, but your participation and/or sport registration fee will not be refunded or transferred to another participant.

2. Disclaimer of Liability - Limitation of Liability — Assumption of Risk

2.1. Beyond any refund of your participation and/or sport registration fee(s) (excluding any currency conversion charge already incurred by the Host and administration fee) as determined by the Host pursuant to Section 3.4 below, the Host is not liable to compensate or refund any other costs or expenses you may have incurred if events or activities are cancelled pursuant to Section 3.4. If you are the recipient of any fund or scheme operated by the Host or the Federation that paid for your fees or those fees were waived for any reason, that amount shall not be refunded.

2.2. In no event shall the Host be liable for property loss or damage and/or personal injuries suffered by you other than those which are caused by gross negligence or intentional misconduct of the Host, the Federation, or the authorized actions of its management, officers, trustees, directors, employees, agents or authorized representatives (the "**Released Persons**") that are intentional or grossly negligent. In any event, to the extent permitted by law, damages shall be limited to the actual current value of the property that is lost or damaged, and for actual personal injuries, and in no case will the Host be liable for incidental or consequential damages, loss of profits, inconvenience or increased travel costs. This limit of liability shall apply to the Host as well as to the Released Persons and the Federation.

2.3. In no case will the Host be responsible for the acts, inactions, expression or statement of any of its officers, trustees, sponsors, employees, representatives, agents, volunteers, venue providers, the Federation and/or third parties which are not authorized by the Host. The Host will not be responsible for any acts, inactions, expression or statement of Participants or attendees of HK Games or related activities against other Participants or attendees.

2.5. The limitations of liability in this Section 2 apply to any event or any other activity that is part of or related to HK Games.

3. Registrants

3.1. If you register to participate in any sporting, arts or cultural event at HK Games ("**Registrant**", and Registrants are also Participants), you agree to abide by the rules and regulations of HK Games events as determined by the Host and specific governing bodies for the relevant events, including all written and verbal instructions which may be given by the Host, designated officials and event managers. Failure to comply with the instructions, rules and regulations of HK Games and/or governing bodies for sports, arts or culture events may result in your immediate or ultimate disqualification and/or suspension from being a Registrant in or for events or from HK Games completely.

3.2. You accept that decisions of the Host and HK Games judges and tournament officials are final as to any matter, action or non-action.

3.3. The Host reserves the right to have officially designated officials reclassify the Registrant's self-selected grade, level, category, division or other classification. The Host reserves the right to combine or eliminate grades, levels, rounds, event lengths, categories, divisions, or other classifications if it deems necessary, at its sole discretion, including but not limited to ensuring a reasonable number of participants for each event. The Host may, in its sole discretion, present ribbons, non-precious metal medals (gold,

silver and bronze colored) or other awards to the first, second and third place winners, respectively, as described in the competition rules for each sport event actually held and where medals or awards are awarded. Consolidation of levels, grades and divisions or age groups on a limited number of Registrants may, in the absolute discretion of the Host, modify, reduce or eliminate the number of medals or awards ultimately awarded.

3.4. Events for HK Games may proceed in all weather and other environmental conditions provided that the Host and event officials determine, in their sole discretion, that it is safe to do so. The Host may reschedule or cancel some or all events for any reason, including but not limited to any extraordinary circumstance beyond its reasonable control, such as serious fire, storm, and/or flood, earthquake, explosion, act of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic, pandemic, embargoes, strikes and/or labour disputes, acts of God, acts of any government whether national municipal or otherwise, or any agency thereof which affects the performance of the Host including a lack of funds or being or becoming insolvent, as well as a lack of sufficient participation numbers.

The Host shall **only** refund participation and/or sport registration fee(s) as set out below if (i) the HK Games is cancelled entirely in Hong Kong, or (ii) your registered event is cancelled and you do not register for a replacement sporting event in Hong Kong or Guadalajara by the close of both registration periods:

- (a) Full refund, if cancellation happens on or before May 1, 2023.
- (b) The Host will pay a partial refund to you, if cancellation happens after May 1, 2023. The partial refund amount will be determined based on the then available funds in the Host's custody (net of all liabilities owing by the Host as at the time of cancellation) and will be divided on a pro-rata basis amongst all participants who are entitled to receive a refund under these terms.

Any refund of your fee(s) will exclude all currency conversion charge already incurred by the Host and an administrative fee that may be incurred by the Host in processing the refund) for such cancelled events. If you are the recipient of any fund or scheme operated by the Host or the Federation that paid for your fees or those fees were waived for any reason, that amount shall not be refunded. Any disputes shall be determined by the Disputes Committee (see Section 6). In no circumstances will your paid participation and/or sport registration fee(s) be transferable to another participant if you do not attend.

3.5. You declare that you are in a physically and mentally fit and healthy state with appropriate sufficient skill and abilities required for participation in HK Games events for which you are registering as a Registrant, and that you are not aware of any serious medical condition that would prevent you from so participating. (For clarification, it is agreed that having been diagnosed as HIV positive is not alone considered a "*serious medical condition*" for the purposes of this clause.)

3.7. All Registrants acknowledge that they have considered the risks involved in such participation, as well as the losses that might arise should the participation result in said loss, including but not limited to injury or loss of life to/of Registrants and others, as well as property damage to the possessions and other property of Registrants during HK Games and its related activities. Each Registrant fully acknowledges and agrees to assume the risk of such loss to the extent permitted by applicable law. You agree that, to the extent Control of Exemptions Clauses Ordinance of the laws of Hong Kong ("**CECO**") applies to these Terms and Conditions, the application of CECO to the waivers provided hereunder shall be limited to the maximum extent permitted by law.

4. Authorization re: Intellectual Property and Other Rights

In consideration of the acceptance of your registration as a Participant, you grant to the Host, the Federation and their respective directors, trustees, officers, employees, agents, insurers, subsidiaries,

affiliates, successors, representatives, assigns and designees as well as to such other persons as they may designate from time to time (collectively the "**Authorized Parties**"), perpetual, worldwide and irrevocable authorizations, as set forth in Section 5.6 below, in connection with your participation.

5. General authorization for all Participants

5.1. In consideration of the Host granting you permission to participate in HK Games and events and activities related thereto, you hereby agree, subject to the privacy policies of the Federation, that the Authorized Parties shall have the irrevocable, absolute right and permission (but not the obligation) to use your name, likeness, voice and biographical and photographic material (including still or moving images of you, either alone or accompanied by other persons or material), in any manner and in any media and in any venue without restriction as to number of uses, throughout the world, for the purpose of promoting, publicizing, advertising and exploiting HK Games, future Gay Games, and/or the Federation. This shall include any archiving, exhibition, results publication, communication to the public and distribution in any market by any means of telecommunication or distribution whatsoever, now known or later discovered, and namely without limitation any exhibition, communication and distribution by means of electronic, Internet, motion pictures, photographs, radio, television, video discs, tapes and cassettes, DVDs, any print media in, or in connection with HK Games, future Gay Games, and/or the Federation. You hereby acknowledge that Authorized Parties can proceed with any use of your name, likeness, voice and biographical and photographic material under Section 5.1 without giving you prior notice or receiving your approval.

5.2. You agree not to act in a way that would compete with or devalue the rights of the Federation, the Host and/or HK Games, or those of specific sport clubs sponsors' rights regarding intellectual property, branding potential, logo rights, exclusive presence, etc. at venues where events are being staged. If at any time during the event, officials designated by the Host determine, at their sole discretion, that your actions may result in the devaluation of said sponsor rights or interfere with the intellectual property rights of event sponsors, you will be required to immediately cease such action, including the removal of any uniforms, signs or other items that compete with sponsor or potentially devalue such sponsorship.

5.3. You agree that your participation in HK Games, or attendance at any event or other activity related thereto does not entitle you to any intellectual property rights, and to waive and transfer any rights granted by law, to the Host or the Federation. You specifically waive, to the extent possible, any "moral rights," rights of privacy or other rights arising in connection with the HK Games and related events or activities.

5.4. You agree not to make any unauthorized use of HK Games logo or trademarks or any other intellectual property of the Federation or the Host, or in any way infringe those rights, and to abide by HK Games rules and policies governing use of logos and trade names.

6. Legal Effect and Governing Law

6.1 These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong, and all disputes or complaints arising out of or in connection with them shall be submitted, in the first instance, to a committee comprising of members appointed by HK Games ("**Disputes Committee**") for determination.

6.2 If the dispute or complaint cannot be resolved by the Disputes Committee, the Host or you may refer it for final determination by the Hong Kong courts, who will then have exclusive jurisdiction over disputes arising from or related to these Terms and Conditions or relating to your participation. You agree that, other than the Disputes Committee, such courts are the proper forum for the determination of any such dispute. You further agree that service of legal documents arising out of any such adjudication shall be, unless otherwise required by law, by certified mail-return receipt requested, or the nearest reasonable and

practical equivalent thereto in the country where such documents are to be served. The address to be used for any such service of process shall be:

- 1) If upon you, the address provided in your registration form (whether online or in writing);
or
- 2) If upon the Host, its principal place of business as of the first day of HK Games;

and will constitute good and effective service for all purposes. The English language version of these Terms and Conditions take priority over any non-English versions. The application of the United Nations Convention on International Sale of Goods is explicitly excluded. No trade usage will be used to explain or supplement these Terms and Conditions.