

GGHK Website/Apps Terms of Use

These terms govern your use of our website (www.ggshk2023.com) ("**Website**") and our applications or APIs (collectively, the "**Apps**").

By using this Website and Apps (including creating a registered account), you agree to be bound by the terms of use stated herein. If you do not agree to these terms, please do not use our Website or Apps.

You are solely responsible for ensuring the security of the personal information held on your computer, mobile or other device.

1 Who We Are

GGHK Limited ("**we**", "**our**", or "**us**") is a company with charitable status incorporated in Hong Kong with company number 2523311. We were set up to organise the event known as the Gay Games Hong Kong 11. Our registered office in Hong Kong is Suite 1506, 15/F, The L Plaza, 367-375 Queen's Road Central, Hong Kong.

2 Using our Website/Apps

You may only access and use our Website and Apps in accordance with these terms of use, and to conduct lawful and authorised transactions with us and for no other purpose. You must also ensure that all persons who access our Website and Apps through your internet connection are aware of these terms of use and comply with them.

You must not access or use (or allow access or use of) our Website or Apps in any unauthorised manner. This includes but is not limited to:

- (a) any false, fraudulent or unauthorised conduct;
- (b) obtaining or any attempt to obtain unauthorised access to any of our networks or accounts or to information about other users;
- (c) use of our Website in a manner which causes or may cause an infringement of the rights of any other;
- (d) any posting, transmission or dissemination of harmful, obscene, defamatory or otherwise illegal information;
- (e) any interference with or disruption to our Website; and
- (f) any reproduction, extraction, modification or distribution of content or material from our Website.

Without prejudice to our other rights at law or otherwise, we reserve the right to cancel any transaction with you without notice to you and/or deny you access to our Website and Apps if we believe that you are in breach of these terms of use.

3 Registered Account

You will need to create an account with us in order to access some features of our Website and Apps. Registration of an account is open to individuals aged 18 or above and is accepted at our sole and absolute discretion. You may hold one registered account at any one time. You are responsible for ensuring that all information you provide to us is complete, accurate, and for informing us of any changes to the information you have provided.

You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorised use of your account. You also agree to ensure that you logout from your account at the end of each session.

4 Information

Our Website and Apps present information, data, content, images, video, audio and other materials and items, tangible or intangible (collectively, "**Information**"). By using our Website or Apps, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Website and Apps. If we agree to grant you access to our Website and Apps, such access shall be a non-exclusive, non-transferable and limited licence to access our Website and Apps in accordance with these terms of use.

5 Other Terms that May Apply to You

These terms of use refer to the following additional terms, which also apply to your use of our Website and Apps:

- (a) our Privacy Policy, which explains how we collect, store and handle any personal information you supply to us when you use our Website; and;
- (b) our Cookies Policy, which sets out information about the use of cookies on our Website and Apps;

Separate conditions will apply to any sales and any competitions or prize draws which we may run from time to time.

6 Changes

Although we may attempt to notify you when major changes are made to these terms of use, you should periodically review the most up-to-date version. We may change, add to or delete terms from these terms of use from time to time in our sole discretion without notice or liability to you. By continuing to use our Website and Apps following such modifications to the terms of use, you agree to be bound by such modifications.

We may, at our absolute discretion, and at any time, without prior notice to you, add to, amend or remove material from our Website and Apps, or alter the presentation, substance, or functionality of our Website and Apps.

7 User Conduct on our Website/Apps

As a condition of your use of our Website and Apps, you may not:

- (a) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers or servers we use, and/or any data areas for which you have not been authorised by use;
- (b) restrict or inhibit any other user from using and enjoying our Website and Apps;
- (c) post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable communication of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law, infringe any intellectual property right, proprietary rights, or confidentiality obligations of others;
- (d) post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other commercial communication, or engage in spamming or flooding;
- (e) post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component or code;

- (f) post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through our Website for commercial purposes without our prior written permission (unless otherwise specified by us on our Website or pursuant to separate licence granted by us); and
- (g) upload, post, publish, transmit, reproduce, or distribute in any way, any component of our Website/Apps or any Information obtained through our Website/Apps which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission (unless otherwise specified by us on our Website or pursuant to separate licence granted by us).

You have no rights in or to the Information and you will not use the Information, except as permitted under these terms of use and/or in accordance with separate licence granted by us.

8 Third Party Information

Use of hyperlinks to other websites or resources is at your own risk. The content, accuracy, opinions expressed, and other links provided at these sites are not investigated, verified, monitored, or endorsed by us. We are not responsible for the accuracy, content, availability or omission of information found on websites that link to or from our Website/Apps. You should therefore make all enquiries and investigation before proceeding with any online or offline access or transaction with any of these third parties or agents. We do not warrant the security of any information you may forward or be requested to provide to any third party.

You irrevocably waive any claims against us for any loss or damage suffered as a result of any access to or interaction with any other websites via our Website and Apps.

9 Prohibition of Access

Whilst we will use commercially reasonable efforts to provide users with access to our Website/Apps twenty-four (24) hours per day, we cannot guarantee your access and you acknowledge that we make no representation or warranty that our Website will be available at any given time. You are responsible for your own hardware, software and facilities and we cannot guarantee compatibility of our Website and Apps with your systems.

We shall be entitled, at our sole discretion, to (a) temporarily suspend our Website/Apps to upgrade or modify this Website/Apps, and/or (b) restrict your access to and use of our Website/Apps where we consider it reasonably necessary for the operation of our Website/Apps. We shall not be responsible for any loss or damage you may incur as a result of any such suspension, restriction or prohibition.

We reserve the right at all times to prohibit or deny your access to our Website/Apps or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in these terms of use or that such prohibition or denial is appropriate, desirable or necessary in our sole and absolute discretion.

10 Embedded Content

Embedded content (including embedded images, audio and video content and text) on our Website/Apps that is identified with social media such as Facebook, Twitter, YouTube, Sina Weibo, We Chat and Instagram are embedded from third party hosted sites. Embedded content is subject to the licence terms of the location at which such content is hosted or the licence terms imposed by the owner of such content. Embedded content may be used or linked to only in accordance with the terms of the relevant licence. You are liable for any consequences of failure to comply with those licence terms.

11 Interactive Services

We may from time to time provide interactive services through our Website/Apps.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Website/Apps, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website/Apps, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

12 Content Standards

These content standards apply to any and all material which you contribute to our Website/Apps ("**Contribution**"), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our sole and absolute discretion, whether a Contribution breaches the content standards.

A Contribution must:

- (a) be accurate (where it states facts);
- (b) be genuinely held (where it states opinions); and
- (c) comply with the law applicable in Hong Kong and in any country from which it is posted.

A Contribution must not:

- (d) be defamatory of any person;
- (e) be obscene, offensive, hateful or inflammatory;
- (f) bully, insult, intimidate or humiliate;
- (g) promote sexually explicit material;
- (h) promote violence;
- (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (j) infringe any copyright, database right or trade mark of any other person;
- (k) be likely to deceive any person;
- (l) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (m) promote any illegal activity;
- (n) be in contempt of court;
- (o) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (p) be likely to harass, upset, embarrass, alarm or annoy any other person;

- (q) impersonate any person, or misrepresent your identity or affiliation with any person;
- (r) give the impression that the Contribution emanates from us, if this is not the case;
- (s) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (t) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- (u) contain any advertising or promote any services or web links to other sites.

13 User-Generated Content

Our Website/Apps may include features that support and publish user-generated content in the form of comments, discussions, audio and video content, and other content submitted by registered users. By accessing our Website and/or Apps, you agree that you will not make use of these features:

- (a) to make comments that are threatening, knowingly false, or unlawful;
- (b) to use foul language;
- (c) to engage in personal attacks whether against another registered user or any other person;
- (d) to impersonate any person or entity or create a false identity (other than a pseudonym) on our Website;
- (e) to post material that infringes a copyright, trademark or patent right, trade secret or other legal right of any person, corporation or institution or any right of privacy;
- (f) to collect, print out, reproduce, distribute, or otherwise make available or use any personally-identifiable information about other users; or
- (g) to engage in any conduct prohibited under these terms of use.

By submitting content to our Website and Apps, you warrant and represent that you own or otherwise control all of the rights to your content, including without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, grant the license as above-mentioned and for us to post, upload, cross-post and cross-upload the content. To the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

You may edit or remove content you have posted on our Website/Apps at any time. When you delete content from our Website/Apps, such deleted content, while not available to the viewing public and other site users, will remain on our servers until such time as you make a specific request to us for permanent deletion of such content from our servers. Such requests may be made in writing, via email to hello@gghk2023.com.

You further understand and agree that user-generated content posted to our Website/Apps will be made available for the public to access, view, and use under the license described above. Specifically, you understand that if you submit content for publication on our Website/Apps, activate the Website functionality or respond affirmatively to messages on our Website/Apps and enable public sharing, it will be visible to anyone in the public.

You understand and agree that we may monitor user-generated on our Website/Apps, and that we reserve the right to modify, edit, or remove any of said content at our discretion, without notice, and for any reason. You further understand and agree that we may pre-screen user-generated content and may decide, in our sole and absolute discretion, without notice, and for any reason, not to publish it. We assume no responsibility for monitoring, modifying, removing, or declining to publish user-generated content.

You further understand and agree that the views and opinions expressed by other users on our Website/Apps are theirs alone and should not be ascribed to us. User-generated content and Information from third parties are the sole responsibility of the users and third parties providing said content, and the accuracy and completeness of such content is not endorsed or guaranteed by us. User-generated content and Information from third parties are the property of the creator and we claim no right, title or interest to any such content and disclaim all warranties and liabilities related thereto.

If you believe your copyright-protected work was posted on our Website and/or Apps without authorisation, you may submit a copyright infringement notification to us requesting for removal of the content, via email to hello@gghk2023.com.

These requests should only be submitted by the copyright owner or an agent authorised to act on the owner's behalf together with valid proof of ownership. We reserve the right to modify, edit, or remove any of said content subject to copyright infringement notification at our discretion, without notice, and for any reason. You agree that we may terminate your account if your account has been notified of infringing activity more than twice.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website/Apps. YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

14 Breach of these Terms of Use

When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate including taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our Website/Apps;
- (b) immediate, temporary or permanent removal of any Contribution uploaded by you to our Website/Apps;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) further legal action against you; and
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms of use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

15 Intellectual Property

All intellectual property rights subsisting in respect of our Website belong to us or have been lawfully licensed to us for use on our Website. All rights under applicable laws are hereby reserved. While you may download or print material from our Website for your personal, non-commercial use, it remains our property, unless otherwise stipulated.

Unless otherwise specified by us on our Website, or pursuant to separate licence granted by us, you are not allowed to upload, download, post, publish, reproduce, transmit or distribute in any way any component of this Website or create derivative works with respect thereto.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us ("**Feedback**") in connection with our Website/Apps without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

All trademark rights, copyright, database rights and other intellectual property rights to the content and/or materials on our Website and Apps, including for example the names, logos, organisation and layout, and the underlying software code rest with us or our licensors. You may use such content and/or materials only as strictly provided and as intended by these terms of use. Any other use, reproduction, transmission or handling of such content, without our prior written consent, is prohibited and will constitute a breach of these terms of use.

16 Limited Liability and Warranty

All Information is for your general reference or use pursuant to any licence separately granted by us only. We do not accept any responsibility whatsoever in respect of such Information.

YOUR ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE". OUR WEBSITE ARE FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS ADVERTISED, BOUGHT OR SOLD USING OUR WEBSITE OR ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. REFERENCE ON OUR WEBSITE TO ANY THIRD PARTY PRODUCTS, EVENTS OR SERVICES DO NOT CONSTITUTE OR IMPLY OUR ENDORSEMENT OR RECOMMENDATION OF ANY KIND.

Without limiting any exclusion specifically provided for in these terms of use, we shall in no event be liable for any costs, damages or liability for any unauthorised use of our Website or breach of security relating to our Website/Apps.

We do not guarantee or assume any responsibility, and you acknowledge that we make no representation or warranty, that:

- (a) the Information on our Website/Apps is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference or as specified in any separate licence granted by us;
- (b) the Information on our Website/Apps is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
- (c) messages sent through the internet will be free from interception, corruption or loss;
- (d) access to our Website/Apps will be available or be uninterrupted; or
- (e) defects in our Website/Apps will be corrected.

In no event shall we be liable (whether in tort, contract, or otherwise) to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, errors or omission in our Website/Apps, even if we have been advised of the possibility of such damages.

You will exercise and rely solely on your own skill and judgment in your use of our Website/Apps including the interpretation of any Information. You are responsible for ensuring that your use of this Website/Apps complies with all applicable legal requirements.

The limitation of liability contained in these terms of use will apply to the fullest extent permitted by applicable laws.

While every care has been taken in preparing the information and materials contained in our Website/Apps, such information and materials are provided "as is" without warranty (whether express or implied) or representation of any kind. In particular, no warranty or representation regarding non-infringement, security, accuracy, fitness for a purpose or freedom from computer viruses is given in connection with such information and materials.

Subject to claims available under applicable consumer protection laws, we will not be liable to you or to anyone else (in negligence, tort, breach of contract, or otherwise) for any loss or damage (including direct or indirect loss, or special or consequential loss) howsoever caused arising out of or in connection with:

- (a) the access or use of (or inability to access or use) our Website/Apps;
- (b) the breach in the security of your computer, mobile or other device, or the access to or use of any information held on or through your computer, mobile or other device by unauthorised third parties;
- (c) disruptions, defects, technical errors or other harmful elements in respect of our Website/Apps, including any network or connectivity problems; and/or
- (d) third party websites, applications, products or services.

You must take your own precautions to ensure that whatever you select for use from our Website/Apps are free of viruses or anything else that may interfere with or damage the operation of your computer systems or mobile devices.

The above exclusions and limitations apply to the fullest extent permitted by law. Nothing in these terms of use shall exclude or limit our liability for death or personal injury caused by negligence, for fraud and fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by the laws of Hong Kong Special Administrative Region.

17 Indemnity

You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising from your breach of these terms of use and/or your use of our Website/Apps. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. You will not make any settlement that may adversely affect our rights or obligations without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

18 Partial Invalidity

The illegality, invalidity or unenforceability of any provisions of these terms of use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

19 Miscellaneous

No waiver of any breach under these terms of use will amount to a waiver of any other breach. The headings in these terms of use are for convenience only and do not affect interpretation.

Use of the term 'partner' is not intended to, and shall not be deemed to, establish any partnership or joint venture. You understand that use of the term 'partner' by us in any context does not constitute any party as our agent, or authorise any party to make or enter into any commitments for or on behalf of us.

20 Governing Law and Jurisdiction

You agree that our Website/Apps shall be deemed solely based in Hong Kong, and that our Website/Apps will be deemed a passive website or application (as the case may be) that will not give rise to personal jurisdiction over us in jurisdictions other than Hong Kong.

These terms of use shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. You consent to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in connection with any legal action that may arise in relation to your use of our Website/Apps, and we reserve the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

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