

Terms and Conditions of Hong Kong I&T Career Expo 2023

Hong Kong I&T Career Expo 2023 Overview

1. The Hong Kong I&T Career Expo 2023 (“HKITCE 2023”) is organized by the Hong Kong Science and Technology Parks Corporation (“HKSTP”).
2. Set out below are the terms and conditions of HKITCE 2023 (the “Terms”) and the same shall include any additional terms and/or modifications made by HKSTP from time to time as it sees fit.
3. Prior to proceeding further and participating in HKITCE 2023, you must agree with and provide your consent and acceptance to the Terms. If you are not in agreement with the Terms, please refrain from participating in HKITCE 2023.
4. All references to “You” herein shall include the person accepting the Terms for and on behalf of the corresponding participant company and the corresponding participant company itself.
5. Partner companies of HKSTP (including HKSTP’s tenants, incubatees and grantees) and other partners (including members of Corporate Partners, HKSTP Startup Alumni Association, Media Partners, Talent Solutions Partners and any other collaborating parties) (collectively the “Employers”) and individual job-seekers (each an “Individual”) are eligible to participate in the HKITCE 2023.
6. You may have previously submitted an application in relation to HKITCE 2023 (the “Application”) and terms and conditions of your Application (the “Application Terms”) shall remain binding and applicable unless expressly amended by the Terms herein.

REPRESENTATIONS AND WARRANTIES

Without prejudice to the generality of the Terms, by proceeding further and participating in HKITCE 2023 you represent, warrant and undertake to HKSTP as follows:

1. All information provided in HKITCE 2023 is complete, accurate and truthful;
2. You (a) are a duly authorized representative of the corresponding participant company; (b) have obtained all the necessary corporate and other approvals from the corresponding participant company to accept the Terms and agree to be bound by the Terms;
3. You, as an Employer, shall ensure that any information (including but not limited to Confidential Information (defined below) and Individual Personal Data (defined below) that is submitted to HKITCE 2023 by Individuals shall be protected from unauthorized disclosure;
4. You have all the necessary authorizations/consents to submit all Personal Data (defined below) and you agree such Personal Data can be used, distributed and/or dealt with in accordance with the Terms; and
5. To duly observe and comply with all applicable laws and regulations in any jurisdiction applicable to HKITCE 2023 and the Terms (the “Laws”) including but not limited to Personal

Data (Privacy) Ordinance (Cap.486) of Hong Kong laws (“PDPO”) and the EU’s General Data Protection Regulation (“GDPR”).

INDIVIDUAL PERSONAL DATA AND CONFIDENTIAL INFORMATION

1. Employers will receive Personal Data (defined below) of Individual (“Individual Personal Data”) during HKITCE 2023 through various platforms including but not limited to Virtual Event Platform (“VEP”) Information (as defined below).

2. The term “Personal Data” shall have the meaning as stated in GDPR and/or Section 2 of the PDPO whichever is applicable.

3. In consideration of HKSTP selecting you as a participant of HKITCE 2023, you agree and undertake that Confidential Information shall only be used solely for matters related to HKITCE 2023.

4. In consideration of HKSTP selecting you as a participant of HKITCE 2023, Employers further agree and undertake that Individual Personal Data and Confidential Information shall only be used solely for matters related to HKITCE 2023.

5. 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 Individual Personal Data (if applicable) or Confidential Information or any breach of your obligations under the Terms, you shall forthwith notify and consult HKSTP and shall take such steps as may be requested by HKSTP to prevent and/or remedy the same.

6. Upon request of HKSTP, you shall immediately return to HKSTP all originals, copies, reproductions and summaries of Individual Personal Data (if applicable) and 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 Individual Personal Data and Confidential Information from any computer, word processor or other device containing such information. Alternatively, HKSTP 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 Individual Personal Data and Confidential Information by any applicable laws, rules or regulations or by any competent judicial, governmental, supervisory or regulatory body but not otherwise.

7. You acknowledge and agree that HKSTP does not provide any representation or warranty whatsoever as to the accuracy or completeness of any information (including Personal Data) which it has or will provide.

NATURE OF HKITCE 2023

1. HKITCE 2023 and all its related matters/arrangements are provided for the purpose of facilitating a physical exhibition and a virtual platform for you to engage in activities which may lead to the employment of Individuals by an Employer.

2. Without prejudice to the generality of the Terms, HKSTP is not responsible whatsoever for your engagement with any party through HKITCE 2023 and all its related matters/arrangements and it is your sole responsibility to comply with the Laws.

3. Nothing herein creates an employment or agent relationship between HKSTP and you.

VIRTUAL EVENT PLATFORM (“VEP”)

1. Portion of HKITCE 2023 will be conducted through a virtual event platform (“VEP”) which is being hosted by vFairs, LLC (“vFairs”), an external service provider.

2. By proceeding further with HKITCE 2023 and engaging in VEP, you acknowledge that you have read and agree to all relevant terms and conditions of vFairs, EventXtra and WuFoo (a copy of which can be found at <https://www.vfairs.com/terms-of-service/>, <https://www.eventx.io/terms-of-service> and <https://www.surveymonkey.com/mp/legal/terms-of-use/>) and the privacy policy of vFairs, EventXtra and Wufoo (a copy of which can be found at <https://www.vfairs.com/privacy-policy/>, <https://www.eventx.io/privacy-policy> and <https://www.surveymonkey.com/mp/legal/privacy> (collectively the “vFairs, EventXtra and WuFoo Terms”))

3. vFairs, EventXtra and WuFoo Terms shall form part of the Terms and in case there is any conflict between vFairs, EventXtra, WuFoo and the Terms herein, HKSTP shall have the absolute discretion to determine which term shall prevail.

4. VEP will facilitate various functions and activities including but not limited to livestream, on-demand webinar, job search, talent search, live video chat and private messaging (collectively, the “Activities”). The Activities may be cancelled or changed by HKSTP at any time without notice or any liability whatsoever to you.

5. HKSTP may track any of your actions conducted during the Activities and store such information for the purpose of event management and internal evaluation. All such tracking of your actions conducted during the Activities obtained and stored by HKSTP will be expunged within 3 months after completion of HKITCE 2023.

6. Each Employer will be assigned with a virtual booth in VEP for the purpose of talent recruitment. Individuals may visit any virtual booths for the purpose of job applications.

7. Employers are required to upload their respective (a) company and contact information; and (2) job openings (collectively the “Corporate Information”) to the VEP and any Individual of VEP may have unrestricted access to the Corporate Information.

8. Individuals may upload your respective Personal Data and curriculum vitae (collectively, the “VEP Information”) and you agree that any Employers, appointed event agency, EventXtra, WuFoo, Vfairs may obtain and handle any VEP Information through VEP for the purpose of event management and talent recruitment.

9. Without prejudice to the generality of the Terms, Employers undertake not to disclose any VEP Information without written consent from the proper party. Employers further undertake to store all VEP Information in a safe and secured environment and delete the same immediately as soon as VEP Information is no longer necessary.

10. Employers understand and agree all VEP Information can only be used for the purpose of talent recruitment.

INDEMNIFICATION

You agree to indemnify and hold HKSTP 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 HKSTP arising from or relating to (directly or indirectly) any default or any violation of any of your obligations under the Terms.

LIMITATION OF LIABILITY AND RELEASE

1. HKSTP, its affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents will have no liability whatsoever for, and will be released and held harmless by you from 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 HKITCE 2023 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.

2. You are responsible for your own property and HKSTP will not be liable for any loss or damage to any of your property.

USE OF PERSONAL DATA AND INFORMATION

1. Any Personal Data and information collected from you in relation to the HKITCE 2023 shall be used, stored, or retained in accordance with the privacy policy of HKSTP which shall be found in the following website <https://www.hkstp.org/en/privacy-policy/>.

2. All information (including Personal Data) collected herein will be used for and in relation to HKITCE and may be disclosed to other third parties who are administering or participating in HKITCE 2023.

3. In the course of HKITCE, HKSTP may (1) produce voice recordings, video recordings and/or photos which may contain your name, likeness, image and information (collectively the “Recordings”); and (2) generate data based on or related to information submitted by you (the “Data”), you acknowledge and agree that HKSTP and other parties related to HKITCE 2023 may use, distribute and edit any of the Recordings and the Data without any restrictions and any compensation to you.

GENERAL RULES

1. HKSTP reserves the right to cancel or make changes to HKITCE 2023 and HKSTP shall have the absolute discretion to review, approve and/or accept anyone’s participation to the HKITCE 2023 without any obligation to provide any reasons for any of its decisions. In the

event that HKITCE 2023 is cancelled and/or changed for whatever reason, HKSTP will not incur any liability towards you arising from such cancellation.

2. HKSTP reserves the right to refuse anyone's participation in HKITCE 2023 and to request any party to cease participating in HKITCE 2023 if in the sole discretion of HKSTP, such party (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 HKSTP in this regard shall be final, binding and conclusive.

3. Any failure to provide accurate information and/or information as requested herein may delay or invalidate your right to participate in HKITCE 2023.

4. You shall not be permitted to use the names and/or logos of HKSTP in any manner whatsoever without the prior written consent of HKSTP.

5. Interpretation of any of the Terms is the sole prerogative of HKSTP. All decisions by HKSTP regarding the interpretation of the Terms and any issues arising from HKITCE 2023 shall be binding and conclusive.

6. Any failure or delay on the part of HKSTP to enforce any of the Terms shall not constitute a waiver of any of its rights herein.

7. The Terms may be subject to change from time to time. Please visit the website (<https://hongkongitcareerexpo.vfairs.com>) for the latest version of the Terms.

8. 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 ("Hong Kong") and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.

9. Each of the provisions of the Terms is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable or ceases to be binding under the law of any jurisdiction, such provisions shall to the extent required be severed from the Terms and rendered ineffective without modifying the remaining provisions of the Terms, and the validity, legality, binding effect and enforceability of the remaining provisions of the Terms (whether under that law or the law of any other jurisdiction) shall not be affected or impaired.

10. HKSTP, all Employers and Individuals do not intend any of the Terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).