

TERMS AND CONDITIONS OF PARTICIPATION

PROMOTION: KFC Delivery Run (“Promotion” or “Event”)

USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE’S PROPERTY.

By entering and participating in this Promotion the Participant (“**You**” or “**Participant**”) agrees to be bound by these Terms of Participation (“**Terms**”) and represent and undertake to satisfy all the eligibility requirements below. This Promotion is subject to these Terms and to all applicable laws and regulations. This Promotion is a game of skill. Please read these Terms carefully before entering the Promotion.

1. THE ORGANIZER

1.1 This Promotion is run by Birdland (Hong Kong) Limited whose principal place of business is located at Units 2001-2, 20/F, Two Harbourfront, 22 Tak Fung Street, Hung Hom, Hong Kong with the support of our cooperation partners, agencies and service providers (“**Organizer**”).

1.2 In the event this Promotion is run via one or more third party platform(s), the Promotion is not linked to the third party platform(s) and is not organized, endorsed or administered by, or associated in any way by the third party platform(s). Your use of the third party platform(s) is subject to, and you shall be solely responsible for complying with, the terms and conditions of such sites. The Organizer disclaims any liability whatsoever should You fail to comply with the third-party platform(s) terms and conditions.

2. THE PROMOTION

2.1 Entries for the Promotion will be accepted from 9th September 2021 at 15:00 (GMT+8) until 30th September 2021 at 23:59 Hong Kong time (GMT+8). All entries must be received by the Organizer before the date and time stated in these Terms. All entries received outside the dates and times set out in these Terms may not be accepted.

2.2 Please note that during the Promotion the Organizer will provide further instructions on the participation procedure on the Event Website (defined in section 4.1 of these Terms below).

3. ELIGIBILITY

In order to enter this Promotion and be eligible to win a prize, You confirm that You satisfy the following eligibility criteria:

3.1 You acknowledge that You are a natural person 18 years of age or older as at the time of entry and the date of the Event You take part in.

3.2 Persons under the age of 18 are not allowed to participate in this Promotion.

3.3 By Your entry into the Promotion, You agree to submit Your Personal Data (being without limitation all data relating to You that is requested by the Organizer, such as Your contact details, Promotion responses and photographs) to the Organizer and consent to the use and disclosure of Your Personal Data for the purposes of the Promotion and/or the Event. It is voluntary to provide the Organizer with Your Personal Data; however, You will not be able to enter the Promotion if You do not supply all required Personal Data.

3.4 You are not allowed to participate if Your residence is outside Hong Kong. Please note that the Organizer is not liable in case Participants are not legally allowed to take part in the Promotion due to applicable laws.

3.5 The Organizer is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. The Organizer is not liable in case a Participant injures him/herself while performing actions with regard to this Promotion.

3.6 Directors, officers and employees of the Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisors, third party service providers or advertising and promotional agencies involved with this Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any prizes in this Promotion. The Organizer shall verify these conditions by consulting its database at the time of the selection.

3.7 You are not permitted to win more than one prize in this Promotion. You must enter this Promotion through the use of one online account. If it becomes apparent that You have used multiple accounts to circumvent this rule, all Your entries will be disqualified.

3.8 The Organizer will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; (d) incomplete, or (e) winning entries of any other Promotion run by the Organizer. The Organizer reserves the right to verify the email address provided by You as well as where required, any consent provided by a guardian and request proof of age, identity and/or other details at any time at its discretion. Any entries containing an invalid email address or incorrect data the Participant will be deemed ineligible. In the event of any dispute in this regard, the decision of the Organizer shall be final and conclusive.

4. ENTRY PROCESS AND RULES OF PARTICIPATION

4.1 To enter the Promotion and be eligible to be selected as a prize winner, please go to [<https://www.kfcdeliveryrun.kfchk.com>] (the “**Event Website**”) between 16th September 2021 to 30th September 2021 and follow the given instructions step by step, including providing the data that is requested in order to register (e.g. name, age, gender and email address) with the Organizer.

4.2 Once on the registration website, the Participants will fill out the following details: Full Name, Email Address, Hong Kong ID Number, Mobile, Gender, T-shirt Size, Emergency Contact Name, Emergency Contact Number.

4.3 Participants will be required to pay an entry fee of \$1,200 Hong Kong Dollars upon registration for the Event.

4.4 To participate in the Event, participants must download and use the District: Explore Your City app (“**App**”). Participants will receive a unique 6-digit code following registration which will give them access to the Event on the App. Participants will also need to create an account on the App.

4.5 Only by following the described procedure will Participants be eligible to enter the competitive phase of the Event.

4.6 The contact details You provide with Your Promotion entry will be used to notify You of any changes to the Event or pre-Event information; please make sure they are correct.

4.7 The Organizer shall not be liable for and hereby disclaims any liability whatsoever in relation to: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer

malfunctions, failures, delays or difficulties; errors in transmission; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.

4.8 Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt.

5. EVENT

5.1 The Event is scheduled to take place in Hong Kong on 17 October 2021 at 07:00-12:00 Hong Kong time (GMT+8) which may be changed at the Organizer's sole discretion.

5.2 All Participants must agree to the Participant Disclaimer provided by the Organizer at registration in order to take part.

5.3 The rules of the Event can be found on the Event Website at [\[https://www.kfcdeliveryrun.kfchk.com\]](https://www.kfcdeliveryrun.kfchk.com).

5.4 Suitably skilled personnel of the Organizer, together with a skilled and independent judge (the "**Judges**") will determine via a leaderboard scoring system the top scoring national winning team. The decision of the Judges shall be final and conclusive.

5.5 If You are disqualified, the Organizer is under no obligation to publish this fact.

6. NOTIFICATION AND CLAIMING THE PRIZE

6.1 The Organizer will announce the winners of the Promotion (the "**Prize Winners**") on the date and time at its discretion ("**Announcement Date**").

6.2 The Organizer may also subsequently provide the Prize Winners with details (using the email which was used for the Promotion entry) on how to claim the prize and the Prize Winners will then have 21 days (from when the Organizer notified the Prize Winners that they were successful) to claim the prize. If the Prize Winners cannot be contacted, is not available, has not claimed or has rejected their prize within 21 days of the Announcement Date, then the prize will be forfeited, and the Organizer reserves the right to offer the prize to the next best scoring Participant. The Organizer does not accept any responsibility if any Prize Winner is not able to take up the prize.

6.3 The prizes are non-transferable and may not be claimed by a third party on behalf of the Prize Winners. No cash alternatives will be provided and prizes are non-refundable.

6.4 A list of the Prize Winners will be placed on the Event Website. In the event that You are a Prize Winner, You agree that the Organizer may disclose Your information and Personal Data e.g. game name, first name, last name, nickname, etc., accordingly.

7. THE PRIZES

7.1 The rules of the Event can be found on the Event Website at [\[https://www.kfcdeliveryrun.kfchk.com\]](https://www.kfcdeliveryrun.kfchk.com).

7.2 For any prizes given, winners will be announced via email by the Announcement Date **[20th October 2021]**.

7.3 The Organizer reserves the right to replace any or all prizes with prizes of similar value. This section does not impose on the Organizer any obligation to exchange the prizes.

7.4 Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in these Terms.

7.5 To the fullest extent permissible by applicable law, all prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose). COUNTRY, STATE, LOCAL TAXES,

INCLUDING GST OR VAT WHICH ARE OR MAY BE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER.

7.6 All Prize Winners shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any Prizes.

7.7 In case a Prize Winner does not claim his/her prize or is unable to travel to claim his/her prize, he/she will be deemed as giving up the prize voluntarily and the Organizer reserves the right to determine an alternate Prize Winner.

8. ORGANIZER'S RIGHT TO CHANGE THE TERMS & CONDITIONS AND TO DISQUALIFY

8.1 The Promotion will be run at the Organizer's sole discretion. The Organizer's decisions in relation to all matters in connection with the Promotion shall be final and conclusive. The Organizer will not be held responsible for any losses or costs incurred by Participants should the Event be postponed, delayed, cancelled or in any way changed.

8.2 To the fullest extent permissible by applicable law, and without affecting Your statutory rights, the Organizer reserves the right to change the Promotion rules and these Terms from time to time at its sole discretion by posting the changes on the Event Website.

8.3 If in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion and therefore these Terms, without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check the Organizer's website (<https://www.kfcdeliveryrun.kfchk.com>) regularly for any changes which will apply from the date that they are uploaded.

8.4 At any time during the Promotion, (even after the award of a prize), the Organizer reserves the right in its sole discretion to disable or suspend any game account, or to disqualify and/or remove any Participant if it has reason to believe that (where winning is used as a selection process): (i) You and/or a third party have hacked the gameplay or cheated to alter the winning score in any way, or (ii) You have failed to observe these Terms (including but not limited to, because the Organizer believes the Participant engaged in cheating and in general for violations of the provisions set out under section 5 of these Terms) or where applicable, for any other kind of illegal or inappropriate behavior (including without limitation if you or any member of your Team are under the influence of alcohol or other drugs or are violent or abusive or disrespectful to any member of staff, contractors or other Participants in which case the Organizer may prohibit your participation in the Event or disqualify You accordingly). The Organizer's decision in relation to all matters in connection with the Promotion shall be final and conclusive.

8.5 If you or your Team do not follow the rules of the Event as directed by a match official, referee or other member of the Event staff, the Organizer reserves the right to refuse entry and/or disqualify You and/or Your Team from entering or participating in the Event.

8.6 In the event that a winning Participant is disqualified, the prize will be forfeited and awarded to the next highest scoring Participant to be determined at the sole discretion of the Organizer.

9. FAIR PLAY

9.1 You hereby represent, warrant and undertake that You personally meet the participation criteria set out under section 3 of these Terms associated with Your entry or by Your own creation of other materials such as user generated content as specified in these Terms and that You have not used any prohibited aids or other forms of manipulation. By entering this Promotion, all Participants represent, warrant and undertake that their entries are their own fully original creations, and their respective entries will not infringe or violate the rights of any third parties,

including but not limited to copyrights, trademarks, intellectual property rights and/or rights of publicity/privacy.

10. OWNERSHIP & GRANT OF RIGHTS

10.1 For the purposes of entering the Promotion, You shall submit the requested information and materials to the Organizer in connection with the Promotion and/or the Event (collectively, “**Entry Materials**”). Entry Materials may include Your, (or another’s) voice, image, photograph, statements, biographical information, performances, name and likeness, Personal Data and other content. You represent and warrant that You have obtained, and are responsible for maintaining, all necessary rights, permissions, consents and permitted waivers of the same to provide the Entry Materials to the Organizer.

10.2 The Organizer may capture and use recordings, photographs, drawings, text or any other materials at the Event and may use Your name, statements, image, voice, drawing, biographical material, performance, name, likeness (the “**Event Materials**”)

10.3 In consideration for Your participation in this Promotion and the opportunity for You to win a prize, You hereby assign to the Organizer all rights in and to the Entry Materials and Event Materials to the fullest extent permissible by applicable law, and agree that the Organizer shall have the right to use and fully exploit the Entry Materials and Event Materials for the purposes of this Promotion and/or Event. To the extent those rights are not assignable, You grant to the Organizer and any entities associated with this Promotion an irrevocable, perpetual, worldwide, unlimited, exclusive, royalty-free, transferable license to use the Entry Materials and the Event Materials for the purposes of this Promotion and/or Event, including but not limited to: the display on any and all Organizer and its affiliates’ websites, including social media websites and the right to copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Materials in any known or yet unknown kind of use, without any payment or further notice to the Participant.

10.4 You hereby warrant, represent and undertake that any and all Entry Materials that You submit to the Organizer:

- are original to You and do not contain the intellectual property rights of any third party, other than those that You have the necessary rights, consents and permissions to use, and sub-license to the Organizer on a royalty-free, irrevocable, perpetual, non-exclusive basis;
- do not contain brand names or trademarks, other than those that You own, which You agree to license to the Organizer on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to the Organizer on a royalty-free, irrevocable, perpetual, non- exclusive basis;
- do not violate any applicable law, statute, ordinance or regulation;
- do not contain any reference to or likeness of any identifiable third party;
- will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- are not defamatory, trade libelous, pornographic or obscene, and further that they will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Organizer); content that reflects, endorses, condones and/or discusses any political view or statement, any illegal, inappropriate or risky

behavior or conduct; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Organizer in its sole discretion.

10.5 You hereby acknowledge and agree that it is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your Entry Materials (until they are assigned to the Organizer), and the Organizer does not accept any responsibility for the same.

10.6 You hereby waive any and all moral rights (sometimes referred to as “droit moral” or similar terms) in the Entry Materials in favor of the Organizer and any entities associated with this Promotion. The conveyances and licenses in this section include in particular but are not limited to the following rights: the broadcasting right, the right of making available to the public (download/on-demand-rights), the film theatre right (cinematic/exhibition right), the video rights, the right of distribution and copying, the right of alteration and dubbing, the right of promotion, the merchandising right, the publishing right and the stage drama, radio drama and audio/talking book rights. Furthermore, You acknowledge and agree that the Organizer and any entities associated with this Promotion acquire the right to make any alterations, intermissions, deletions, cuts or other modifications in and to the Entry Materials and the exclusive right to exploit such altered versions in any matter. The Organizer and any entities associated with this Promotion shall be enabled to exploit the Entry Materials without any limitations and regardless of the medium via which the exploitation takes place. The Organizer is however not obliged to make use of these rights.

10.7 The Organizer and any entities associated with this Promotion are further irrevocably entitled to assign the rights entirely or in part to any third parties and to grant any sublicenses respectively rights of exploitation and/or exploitation permissions or to exercise the rights in its own name or through third parties.

10.8 The sole consideration for this comprehensive assignment and grant of rights shall be to get the chance to win a prize in the Promotion.

11. COLLECTION OF INFORMATION & DATA PROTECTION

11.1 In these Terms the term “Personal Data” has the meaning given under the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486). For the avoidance of doubt, information such as Your contact details, Promotion responses, Your attendance and photographs, etc could be regarded as Personal Data. The Organizer reserves the rights to use and publish Your Personal Data pursuant to these Terms.

11.2 You hereby confirm that the Personal Data You enter in connection with the Promotion is accurate and up to date and you hereby consent to the use and disclosure of Your Personal Data for the purposes of the Promotion and/or the Event.

11.3 Information about how the Organizer may collect, process and store Your Personal data for the Promotion and otherwise, is available in our Privacy Policy at [\[https://corp.kfchk.com/filemanager/pdf/privacy_en.pdf\]](https://corp.kfchk.com/filemanager/pdf/privacy_en.pdf)

11.4 By accepting the Terms, You agree that the Organizer may use and process Your Personal Data itself, within the KFC group or through outside data processors who will process data in accordance with all relevant data protection regulations.

11.5 Prize Winners may be requested to take part in promotional activity and the Organizer reserves the right to use their Personal Data such as their names and their photographs and audio and/or visual recordings of them in any publicity relating to the Promotion and/or the Event.

11.6 The Organizer and its agents or contractors may contact You via electronic messages, social media, phone or otherwise in relation to the Promotion.

11.7 You can contact the Organiser with regard to privacy questions as follows:

[\[kfcdeliveryrun@jrghk.com\]](mailto:kfcdeliveryrun@jrghk.com)

12. LIABILITY AND WARRANTY

12.1 To the fullest extent permissible by applicable law, the Organizer, its its parent, and any of their respective affiliate companies, subsidiaries, any company involved in the development or production of the Promotion, including their respective directors, officers, employees, agents, representatives and associates (collectively, the “**Released Parties**”), will not in any circumstances be responsible or liable to compensate You or accept any liability for any loss, liability, damage, personal injury or death, costs and/or expenses occurring as a result of or in connection with Your participation in the Promotion and/or the Event and/or taking up the prize. In consideration for being allowed to participate in the Promotion and/or the Event (subject to You meeting the participation criteria set out in section 3 of these Terms), You release to the fullest extent permissible by applicable law, and agree not to sue or in any way hold the Released Parties responsible for any loss or liability whatsoever, and waive any and all causes of action related to any claims, costs, expenses, injuries, losses or damages of any kind, whether consequential or otherwise, arising out of or in connection with the Promotion and/or the Event or delivery, mis-delivery, acceptance, possession, use of or inability to use any prize, whether under contract, tort (including negligence), warranty or other alleged cause of action. The Organizer and all Released Parties exclude and disclaim all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion and/or the Event and/or taking up the prize.

12.2 None of the Organizer or any Released Parties shall be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; reward notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.

12.3 By registering on the Event Website, You confirm that:

- You meet the participation criteria set out in section 3 of these Terms and are allowed to participate in the Promotion;
- You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Promotion; and
- You are not otherwise prohibited from participating in the Promotion for any reason.

12.4 You participate in the Promotion and/or the Event solely at your own risk and the Organizer shall not be liable if You suffers any loss, harm or injury while participating in performing any actions with regard to this Promotion.

12.5 In no event shall the Organizer or any Released Parties be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances or forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

12.6 To the fullest extent permissible by applicable law, no conditions, warranties or other terms apply to the Promotion and all prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).

12.7 You shall indemnify and hold harmless the Organizer, the Released Parties and any event partners or related parties against all losses, liabilities, claims and expenses arising out of or relating to Your breach of any of these Terms, including without limitation, Your breach of any of the warranties under section 4 of these Terms.

13. GENERAL

13.1 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.

13.2 These Terms shall be governed by the laws of Hong Kong, and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13.3 For general questions arising out of these Terms and/or related to this Promotion and the Event, please contact [\[kfcdeliveryrun@jrghk.com\]](mailto:kfcdeliveryrun@jrghk.com)