



Feel the Motion (the "**Event**") is organized by the Sino Real Estate Agency Limited and eMotionLAB Limited ("**Organizer**").

In these Terms and Conditions, all references to "**you**", "**your**", "**user**", "**Participants**" or "**Event Participants**" shall refer to the party who has registered and/or submitted online application via the event page (URL link) to the Organizer in participating or purported participating the Event ("**Submission**").

"**Event Terms**" whenever appear in these Terms and Conditions shall mean any terms and conditions regulating the rights, liabilities and conducts of the Event Participants in their participating or purported participating in the Event which the Event Participants have to observe, perform and to comply with, including these Terms and Conditions, all terms, conditions and participation criteria which are applicable to the Event.

1. Participation Criteria

- 1.1. Your application entitles you to access the Event for which you have registered (except the accelerator workshop and commissioned project, Participants of which shall be selected amongst Participants of other parts of the Event and decided by the Organizer at its sole and absolute discretion). Save for the accelerator workshop and commissioned project, registration for the Event will be closed once the number of Participants reaches the maximum number acceptable for relevant part of the Event.
- 1.2 For accelerator workshop of the Event, Participants must
 - 1.2.1 be at least eighteen (18) years old and hold valid identification document(s), including Hong Kong Identity Card, Resident Card of housing estates in Hong Kong, Citizen Card or Passport with working permit in Hong Kong. By submitting an application to the Event, you represent and warrant that you are at least 18 years old and that you have the right, authority, and capacity to enter into the Event Terms and to abide by all terms and conditions of the Event Terms.
 - 1.2.2 have Art/Design-related education background and/or experience, and have submitted a portfolio of design work or personal work to the Organizer.
- 1.3 You will be notified for an interview accordingly if you have submitted an application for the accelerator workshop and are selected by the Organizer after screening. The Organizer reserves the rights to verify and make enquiries regarding your personal, professional and other related matters from your previous work(s) or other institutions provided by you during the application process as may be necessary in arriving at an admission decision.
- 1.4. Whole course of the Event and its contents shall be recorded by the Organizer, including without limiting live streaming industry sharing, master talks, workshops, and will be accessible to those who have registered in the Event. By participating in the Event, you acknowledge and agree to grant the Organizer and any party authorized by it the right to record, film, live stream, photograph, or capture your image and your presence and activities in the Event in any media now available or hereafter developed and to distribute, disseminate, broadcast, use, or otherwise in any place of the world, in perpetuity, through such media without any further approval from you or any payment to you. This

grant to the Organizer includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information.

- 1.5. Participants should ensure that all submitted information is true, completed and correct. If Event Participants provide false information or fail to provide sufficient or genuine information, or breach any of the Event Terms, the Organizer shall have the right to disqualify any Participants.
- 1.6. You acknowledge and agree that the Organizer, in its sole and absolute discretion, has the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, programme, speakers, mentors, performers, hosts, moderators, venue, and time.

2. Prohibited Conduct

- 2.1 By registering for the Event you agree not to sell, trade, transfer or share your access or access link and/or code, unless with approval granted by the Organizer. If the Organizer determines that you have violated this prohibition, the Organizer may cancel your access, disqualify your eligibility, terminate your participation, request for a compensation fee from you, ban you from future events to be organized by the Organizer and any other actions that the Organizer considers appropriate.
- 2.2 You acknowledge and agree that the Organizer has the right to disqualify you from the Event or cancel or terminate your participation in the Event if the Organizer, in its sole and absolute discretion, determines that your participation or behavior create or likely to create a disruption to, or hinder the Event or the enjoyment of the Event by other participants or will disturb or annoy other participants or you have breached any of the Event Terms.
- 2.3 Participants may not record, broadcast or live stream audio or video of sessions at the Events or do any other act or action by which any visual images or audio messages appearing or delivering in the Event is embodied in any equipment, instrument, tool, device or any other means so as to be capable, with or without the aid of some other equipment, of being reproduced.
- 2.4 The Organizer reserves the right to deny participation by anyone who engages in or is reputed to engage in unethical or non-compliant practices or conduct in any way or manner which the Organizer considers it inappropriate.
- 2.5 Participants shall not do or conduct any acts, activities or other things in such way or manner which will or may infringe any intellectual property rights of others.
- 2.6 In addition to the requirements and prohibitions set forth in this Section 2, the Organizer may also exclude any prospective participant from registering for or participating in the Event or any part thereof without any cause or compensation, in Organizer's sole and absolute discretion.

3. Intellectual Property

- 3.1 Any and all intellectual property rights in, to and of the Event, the Event contents, and all materials distributed at or in connection with the Event are owned by the Organizer or the Event sponsors or speakers presenting or delivering at the Event. The product and/or its intellectual property rights of the commissioned project shall also be owned by the Organizer after the completion of the project. You may not use or reproduce or allow anyone to use or reproduce any trademarks, service marks, logos, brand names, corporate names, domain names or other trade names ("Marks") appearing at

the Event, in any Event content or in any materials distributed or delivered at or in connection with the Event for any reason without the prior written permission of the Organizer.

- 3.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial ownership, right or interest in, to or of or grant to you any right or license in, to or of any of the Marks or other intellectual property rights owned or used under license by the Organizer or any of its affiliates, all of which shall at all times remain the exclusive property of the Organizer and its affiliates or the licensor of such rights.

4. Disclaimer of Warranties, Limitation of Liability

- 4.1 The Organizer gives no warranties in respect of the Event or any aspects thereof or any materials related thereto, presented or delivered at the Event and, to the fullest extent permissible under the laws the Organizer disclaims all implied warranties of whatsoever kinds, including but not limited to warranties of quality or fitness for a particular purpose, accuracy, free of error or defect, timeliness, and merchantability. The Event is provided on an "as-is" basis. The views, opinions and positions or any messages or expressions given or expressed by the speakers, mentors, participants, or sponsors at the Event or in any other situations relating to the Event are theirs alone and do not necessarily reflect the same of the Organizer or its employee. The Organizer makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented or delivered by speakers, mentors, participants or sponsors at the Event or in any other situations relating to the Event and will not, in any way, be liable for any errors, omissions, incompleteness or delays in the information or any losses, injuries or damages arising from or in connection with the information. The Organizer does not endorse, and expressly disclaims all liability relating to, any of the products or services, contents, messages, materials, information offered, provided, presented or delivered by speakers, mentors, participants, or sponsors.
- 4.2 Except as required by law and to the maximum extent permissible by law, neither the Organizer nor its affiliates shall in any way be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses or injury (whether or not it is foreseeable) arising from, relating to or connecting with, directly or indirectly, the Event, this Agreement or other relevant or incidental aspects or matters thereto.

5. Termination

- 5.1 The Organizer reserves the right at any time to cancel, suspend or terminate this Event, vary any terms and conditions of the Event Terms or the Event contents, disqualify and/or disentitle any Participant (whether selected for commissioned project or not) at its sole and absolute discretion with or without prior notice.

6. Liability

- 6.1 The Organizer shall not be liable for any loss, delay, error, omission or failure of identification in respect of, arising from or in connection with technical problems of any kinds, computer malfunctions, failures of network, computer equipment and/or software.

7. Privacy Policy

- 7.1 All participants must agree with the Organizer to disseminate their names and authorize the Organizer to process and use their personal data for purposes of identification, contact, publicity and promotion of the Event. All personal information collected will be kept strictly confidential in accordance with the privacy policy of the Organizer, please click [here \(https://www.sino.com/en/personal-data-privacy-policy/\)](https://www.sino.com/en/personal-data-privacy-policy/) for details of the privacy policy.
- 7.2 Provision of personal data in the submission is voluntary. However, participants shall not be entitled to participate in the Event if they fail to supply the information.

8. Decisions of Organizer

- 8.1 The Organizer has absolute discretion in selecting and deciding who will be the participants among applications or submissions to participate in and join the Event or any part thereof, including the commissioned project or granted or entitled to any award offered in the Event. All decisions of the Organizer are final and binding. No requisition or objection whatsoever on, or to the decision of the Organizer shall be raised by any participants and if any of such requisition or objection is raised, the Organizer has absolute discretion to consider or disregard it without giving any reason thereof.
- 8.2 In case of dispute over the meaning of any terms and conditions of the Event Terms or any matters concerning or connecting with the Event, the Organizer reserves the right for final and binding decisions on the Participants. Participants shall not raise any requisition or objection thereon or thereto.

9. Miscellaneous

- 9.1 The failure of the Organizer to exercise or enforce any right or remedy provided under these Terms and Conditions will not constitute a waiver of such right or remedy. Any waiver of right or remedy of the Event Terms by the Organizer will be effective only if in writing and signed by the Organizer.
- 9.2 These terms and conditions or any rights thereunder or any part thereof may not be transferred or assigned by Participants, but may be assigned by the Organizer without any restriction.
- 9.3 If any provision of the Event Terms shall be unlawful, void, or for any reason unenforceable under any enactment or rule of law, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.
- 9.4 Unless otherwise expressly stated, no party other than you and the Organizer will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of the provisions of these terms and conditions.
- 9.5 This (including any other document referred to in these terms and conditions) is the entire agreement between you and the Organizer relating to the subject matter herein and will not be modified except in writing signed by both parties, or by a variation to these terms and conditions by the Organizer alone as provided in 5.1 above.

10. Governing Law

10.1 This Agreement will be governed and construed in accordance with the laws of Hong Kong Special Administrative Region. Both parties agree to submit exclusive jurisdiction to the Hong Kong court in relation to any disputes or matters arising from or in connection with the Event, the Event Terms or any matters incidental thereto.

11. Prevailed Version

11.1 If there is any inconsistency or conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail.

Personal Information Collection Statement (PICS)

1. Personal information including personal data provided by Participants for the Event will be used for the purpose of processing application and submission, communication, identification, verification and any other matters concerning the Event and any incidental matters. Personal Information, including but not limited to, names, email address, phone number, age group to which participants belong shall be disclosed to identify the author of artworks publicized. The Organizer may at any time use the personal data for its internal statistical research and analysis.

2. Provision of personal data in the submission is voluntary. However, participants shall not be entitled to participate in the Event if they fail to supply the information.

3. For any enquiries concerning your personal data, including access and correction thereof, please write via email to hi@feelthemotion.tv or via mail to Project Manager, Feel the Motion Team, 3W/F On Tin Centre, 1 Sheung Hei Street, San Po Kong, Kowloon, Hong Kong. For more details of the Personal Data (Privacy) Policy of the Company, please visit the website: www.sino.com