

## TERMS AND CONDITIONS – HKUMedXelerate

### 1. OVERVIEW

- 1.1 HKUMedXelerate (the “Competition”) is organised by the Technology Transfer Unit of LKS Faculty of Medicine, The University of Hong Kong (the "Organiser").
- 1.2 Set out below are the terms for the contestants of the Competition (the “Terms”) which shall include any additional terms and/or modifications of the Terms made from time to time by the Organiser. The latest version of the Terms can be found at the Organiser’s website ([www.tech-transfer.med.hku.hk/en](http://www.tech-transfer.med.hku.hk/en)) (the “Website”).
- 1.3 The Organiser shall have the right to specify the rules and procedure in relation to the Competition and how it shall be conducted. The current rules and procedure can be found on the Website. The Organiser has the right to amend, change, modify and/or add to such rules and procedures at any time, in its sole discretion, with no implications whatsoever that the Organiser undertakes, accepts or assumes any responsibilities or liabilities to you and/or any third party. Any amendments, changes or modifications shall be effective immediately and deemed accepted by you upon posting on the Website. By continuing to participate in the event, you agree to accept any changes to these rules and procedure, whether or not you have received notice from the Organiser. If you do not agree to any such amendments, your sole remedy is to withdraw your application and cease further participation in the Competition.
- 1.4 The Organiser shall have the absolute discretion to make any decisions in relation to the Competition, and its decisions shall be final and binding.
- 1.5 By proceeding further with the registration for the Competition, you and your participating team (hereinafter collectively referred to as "you") acknowledge and accept the Terms and agree to be bound by the Terms. The Organiser has the right to disqualify any participating team that fails to comply with the competition rule.

1.6 Each winner may be entitled to receive awards and prizes suggested by the Organiser. You acknowledge and agree that the specific awards or prizes to each winner and the method of disbursement shall be determined solely at the discretion of the Organiser. The awards and prizes are subject to their respective terms and conditions. The Competition serves as a pathway to the HKUMed Tam Wing Fan Innovation Start-up Grant (the “TWF Grant”), and the Organiser will assist winners in applying for the TWF Grant, which is governed by a separate document (M.31/225) available on the Website. Details of the maximum number of awards (up to 5 winning projects) and grant amounts are specified in the rules and procedures on the Website and M.31/225.

## **2. APPLICATION**

2.1 To participate the Competition, the application form must be submitted to the Organiser. Submission of an application to this Competition constitutes your unconditional acceptance of and agreement to be bound by the Terms. The Organiser reserves the right to decide whether to approve your application.

2.2 The Organiser will approve or reject your application for any reason at its discretion, without admitting any liability for you.

## **3. ELIGIBILITY**

3.1 To be considered for the Competition, the proposed project must demonstrate clear relevance to healthcare advancement, including but not limited to biomedical innovation, clinical application, public health improvement, healthcare delivery, or related technological solutions.

3.2 One of the applicants (the “Principal Applicant”) must meet the following criteria:

3.2.1 Be a member of the HKUMed academic or research staff at the rank of Research Assistant Professor or above at the time of application and throughout the duration of the Competition;

3.2.2 Accept to continue to serve HKUMed for at least three years upon completion of the project.

3.3 Failure to meet any of the above eligibility requirements may result in disqualification from the Competition at any stage, at the sole discretion of the Organiser.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 By submitting an application to the Competition, you represent, warrant, and undertake that:

4.1.1 Original Work and Rights:

All information and materials submitted by you in the application form and in any supporting documents throughout the Competition are your own original work, and you possess all necessary rights, licenses, permissions, and consents to submit such materials and to grant the rights granted to the Organiser herein. The Organiser reserves the right to request proof of intellectual property rights from you at any time.

4.1.2 Accuracy and Completeness:

All such information and materials submitted:

- (a) are complete, accurate, up-to-date, and truthful to the best of your knowledge; and
- (b) do not contain any false or misleading information.

4.1.3 Non-Infringement:

The submission and use of such information and materials:

- (a) do not and will not infringe or violate any rights of any third party, including but not limited to any intellectual property rights, copyright, trademark, privacy, publicity, confidentiality, or contractual rights;
- (b) comply with all applicable laws, including laws relating to defamation, misappropriation, and unlawful or harmful content.

4.1.4 No Liability to Organiser:

The use of such information and materials by the Organiser in connection with the Competition, including for evaluation, promotion, or publication, will not infringe any intellectual property or other legal rights of any third party.

4.2 During the course of the Competition, you represent, warrant, and undertake that:

4.2.1 You will comply with all applicable laws;

- 4.2.2 You will not engage in any unlawful, threatening, offensive, threatening, or harassing activities;
- 4.2.3 You will not engage in any sexually explicit, obscene, discriminatory, or otherwise offensive conduct, including any remarks or actions relating to race, gender, sexual orientation, religion, or disability;
- 4.2.4 You will not make any defamatory, libelous, or privacy-invasive statements or comments about any member of the Organiser and other participants.

## **5. CONFIDENTIALITY**

- 5.1.1 You acknowledge that the Competition is a public event and you must not to disclose any confidential,proprietary or unpublished patent-related information in any materials, presentations, or discussions. The Organiser assumes no liability for intellectual property disputes, leaks, or damages arising from such disclosures. You are solely responsible for determining the suitability of shared content.
- 5.1.2 The Organiser is not liable for: (a) unauthorised use or disclosure of your intellectual property; (b) consequences of your sharing of confidential information during the Competition.
- 5.1.3 By participating, you agree to: (a) exclude confidential information from all submissions; (b) indemnify the Organiser against claims related to your disclosures.

## **6. PUBLICITY**

- 6.1 Upon submission of the application form, participating teams agree to share their data with the Organiser for promotional and communication purposes within the investment community. For highly confidential or proprietary data, participating teams should specifically indicate to the Organiser for special handling of such data.

6.2 Photographs and videos taken during the competition event may be used for promotion and media coverage by the Organiser. You acknowledge and agree that the Organiser has the right to record the Competition (in any format) and broadcast, stream, or transmit the Competition in any manner (including but not limited to live streaming), allowing the public to attend, view, and/or watch the Competition. You have no right to edit, object to, or request the removal of these recordings or broadcasts, and you do not possess any rights, ownership, or interests in the recordings or broadcasts, in any form. All intellectual property rights subsisting in these recordings or broadcasts are owned by the Organiser and are the property of the Organiser. You shall have no claim to any compensation received by the Organiser from the public or any income derived by the Organiser from distribution, broadcasting, or licensing.

## **7. FUND MONITORING AND REPORTING**

7.1 Winners receiving awards or grants supported by the Competition must use funds solely for the project scope.

7.2 To ensure proper use, winners shall submit annual progress reports (detailing research outputs, milestones, and impact) and a final completion report within 12 months of project end.

## **8. DISCLAIMER**

8.1 Any content the Organiser provides is for your reference only and is not intended to be relied upon as advice. You assume all risks associated with your participation in the Organiser events, using Organiser content, and the website.

8.2 To the maximum extent permitted by applicable law, the Organiser expressly disclaims all warranties and conditions, whether express or implied, including but not limited to warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, completeness, and accuracy, concerning the Organiser events, the website, and any Organiser content.

## **9. LEGAL LIABILITY**

The Organiser shall not be liable for any losses incurred by you, whether under contract, tort (including negligence), breach of statutory duty, or otherwise, arising from adherence to these terms and conditions, participation in the Organiser's events, use of websites, any provided content, or venues. Such losses include, but are not limited to, general, special, indirect, direct, exemplary, punitive, incidental, or consequential damages, such as loss of profits; loss of revenue; loss of time; loss of anticipated savings; loss of opportunity; loss of or damage to data; loss of use; loss of business; wasted expenses; loss of or damage to tangible property; business interruption; or loss of or damage to goodwill, regardless of whether the Organiser was aware or had been advised of the possibility of such losses.

## **10. GOVERNING LAW**

This Terms and Conditions (including their interpretation and any disputes arising therefrom) shall be governed by the laws of the Hong Kong Special Administrative Region, the People's Republic of China (including the Law of the People's Republic of China on Safeguarding National Security in Hong Kong Special Administrative Region). You agree to submit any dispute arising from or in connection with this Terms and Conditions to the exclusive jurisdiction of the courts of Hong Kong.

## **11. CONTACT US**

For any inquiries, notices, or requests regarding these terms and conditions, disclaimers, or privacy issues relating to the Organiser's website and services, please contact [infottu@hku.hk](mailto:infottu@hku.hk).