

THE COMMEOWNITY Feline Store Manager Open Call for Photography Submissions - Terms & Conditions

- All participants in this Promotion must accept and agree to these terms and conditions. Participants below the age of 18 must obtain the consent of their parents or guardian to accept and agree to these terms and conditions.
- The period for this Promotion will be from 2 Apr 2025 12:00 to 22 April 2025 23:59 (HKT) ("Promotion Period"). Time is of the essence of this Promotion. The time recorded by the server of MTRCL Limited ("MTRCL") shall be final and binding.

Theme:

- Share the daily moments of Hong Kong's feline store managers, inviting all Hong Kong citizens to capture the warm interactions between the feline store managers and the community through their lenses, highlighting the touching moments in the surrounding neighborhoods.

Eligibility:

- Hong Kong residents– No age or gender restrictions, public, students, professional and amateur photographers are welcome to participate!
- Participants must submit photographs taken by themselves.
- Participants must provide their name (same as their proof of identity) and a valid contact email when registering for contact purposes in case of winning or shortlisting.
- Participants should ensure that all the information provided is true and accurate, including personal details and the contact email provided.
- All participants must follow all the steps according to instructions and directions applicable to the Promotion and complete the following within the Promotion Period:
 - Like & Follow the MTR Facebook Page or Instagram Account; and

- Like the post of this Promotion.

Submission of Photography:

- Participants must upload their own photo(s) and fill in their personal details via the link on MTRCL's social media platform within the Promotion Period. Each submission must include a title or description of each photo in no more than 20 words.
- Each participant can submit up to 5 photos, but will only be shortlisted and selected not more than once for any prize under this Promotion.
- The photos must be in digital format and taken in Hong Kong.
- The photos must be original and cannot be or be derived from someone else's photo, work and/or materials.
- The photos must be taken with a camera or mobile phone; graphic, drawings, or AI creations are not allowed.
- If a photo is selected as a finalist or Best Photos, the participant's name may be displayed as MTRCL may deem fit.
- MTRCL will not provide individual notifications to participants for any submissions that cannot be made or links that cannot be opened due to any reason, in which case the participants will not be eligible to further participate in the Promotion.

Selection Criteria:

- MTRCL and the curator of the "THE COMMEOWNITY" Photography Exhibition, Jonas, will select 100 Shortlisted Photos. Among those, 20 photos will be chosen as the Best Photos. The criteria include:
 - Effective interpreting the relationship between the feline store managers and the community
 - Creativity and originality
 - Composition and photography skills

Rewards for Shortlisted and Best Photos:

- Participants with Shortlisted Photos will receive an electronic certificate issued by MTRCL and one of the limited editions "THE COMMEOWNITY" tote bag (randomly distributed).
- The 20 participants with the Best Photos will have the opportunity to display their winning photos on any digital panels at MTR stations or other locations within MTR premises as MTRCL may select and arrange at its absolute discretion.
- Participants with Shortlisted Photos will receive a notification email from MTRCL's contractor. Participants must collect their prizes/rewards at a designated location during specified period and time, providing proof of identity for verification.
- Prizes and rewards are non-transferable and cannot be exchanged for cash.

Other Matters:

- By participating in any part of this Promotion, participants confirm that they understand and accept all related terms and conditions.
- Participants agree to grant MTRCL certain rights, including but not limited to a global, non-exclusive, royalty-free, non-transferable licence and perpetual rights to use all photos, works and materials submitted or provided in connection with this Promotion in any manner, including but not limited to displaying on social media, traditional media, or promotional videos, and/or any subsequent use by MTRCL at its sole and absolute discretion. All materials include but are not limited to photos, titles, descriptions and stories, as well as any other works from this Promotion. Each participant agrees and warrants to MTRCL that:
 - Each participant owns and/or has the right to use, produce, and submit the photos, works and materials for this Promotion and MTRCL's

subsequent use and has full power to enter into this agreement to the entry requirements and these terms and conditions and to give the warranties and indemnities contained in these terms and conditions;

- All photos, works and materials shall be the original work that the participant has legitimate authority to use without infringing any proprietary rights of any third party;
 - All photos, works and materials of the participant and his/her agreement to the entry requirements and these terms and conditions do not infringe the copyright or any other rights of any person and does not contain anything of an obscene or defamatory nature;
 - The participant shall keep MTRCL and its subsidiaries, associates, joint ventures, other organisations in which MTRCL has an interest, their respective officers, directors, agents and employees fully indemnified against all actions, claims, proceedings, losses, liabilities, damages (including any damages or compensation paid on the advice of its legal advisors to compromise or settle any claim), demands, costs and expenses (including all legal fees), incurred or suffered by any of them in connection with or arising from any breach of any of these terms of conditions or the above warranties or out of any claim by a third party based on any facts which if substantiated would constituted such a breach.
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- Participants agree that MTRCL has the right to display shortlisted photos, works and materials as stipulated in these terms and conditions and/or use them for printing purposes without separate prior consent from the participants or payment of any fees payable to the participants.
 - MTRCL will not notify participants individually after receiving the submitted photos, works and materials (except shortlisted participants) and the submitted photos, works and materials will not be returned.
 - If any participant submits or posts any photos, works, materials or comment(s) containing content that is pornographic, threatening, harassing, vulgar,

defamatory, fraudulent, illegal, offensive and/or incites violence, MTRCL reserves the right to delete the content(s) and disqualify the concerned participant and/or withdraw and forfeit the award and prize without prior notice. Participants shall be responsible for any liabilities and consequences associated with posting such content(s).

- If MTRCL believes there is any fraud or abuse related to this Promotion, or if any participant violates or attempts to circumvent any terms and conditions of this Promotion, MTRCL has the right to disqualify the participant and/or revoke and confiscate their winning qualification and rewards and prizes forthwith without notice. MTRCL, its subsidiaries, associates, joint ventures, other organisations in which MTRCL has an interest, their respective officers, directors, agents and employees, their marketing agent and promotion agent and other contractors shall not be responsible for any fraud or illegal action of or caused by the participant.
- The ability to participate and complete this Promotion depends on the model or capability of the device and network performance. MTRCL does not guarantee the smooth operation of this Promotion and will not be legally responsible for any loss, delay, inability to deliver, or inability to participate and/or redeem any opportunities, offers, and/or prizes due to system updates or maintenance, device models, networks, technical issues, hacker activities, inability or delay in participating in the Promotion, inability or delay in conducting the Promotion, and/or any other force majeure reasons.
- The deadline and participant limit for this Promotion may be adjusted by MTRCL at its sole and absolute discretion.
- All participants acknowledge and confirm that all actions are decided by themselves, and they bear personal risk.
- To the maximum extent permitted by applicable law, MTRCL will not be liable for any direct or indirect loss or damage (including but not limited to any

consequential, special, or punitive damages) caused by participation in this Promotion or related matters.

- To participate in this Promotion, participants have to provide personal data (including but not limited to their names, contact numbers, email addresses and Hong Kong delivery addresses). Without prejudice to MTRCL's other rights, all personal data provided by participants will only be used for contact, identity verification, reward distribution, and other related activities (including but not limited to exhibition of the photos and/or related events) related to this Promotion, including but not limited to the purposes stated in these terms and conditions (hereinafter referred to as "the purposes"). The collected data may be transferred to the curator, agents, contractors, or third-party service providers providing administrative, telecommunications, computer, data processing, or other services to MTRCL for the purposes, as well as other persons authorized by law to obtain the data. Participants may request to access or correct their personal data provided for this Promotion. For any inquiries about personal data, please write to the Personal Data (Privacy) Officer, Legal-General Department, MTR Corporation Limited, MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong, or email PDPO@mtr.com.hk, specifying: [*THE COMMUNITY Feline Store Manager Open Call for Photography Submissions*].
- MTRCL reserves all the rights to amend these terms and conditions, to accept or reject any participation in this Promotion, and/or to make any decision in respect of the prizes/rewards, including but not limited to replace any of the prizes involved with any alternatives, at its sole and absolute discretion at any time without prior notice. The nature of the prizes/rewards may be different from those of the original prizes/rewards.
- In case of any dispute, the decision of MTRCL shall be final and binding.
- The Promotion uses third-party platforms such as Google, Facebook or Instagram, which have their specific terms and conditions beyond the control

of MTRCL. MTRCL recommends that all participants read and agree to the terms and conditions of those third-party platforms before participating in this Promotion. All participants agree that MTRCL shall not be responsible for any loss and damage, or other legal liability caused by the use of those platforms in the Promotion.

- These terms and conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- No term of this agreement should be enforceable, by virtue of the Contracts (Right of Third Parties) Ordinance, by any entity or person who is not a party to this agreement.
- In the event of any discrepancy between the English and Chinese versions of these terms, the English version shall prevail.