HKBN "Donate Your Own Device for Students" Programme

Terms and Conditions

- 1. "Donate Your Own Device for Students" Programme (the "Programme") is organized by the HKBN Group ("HKBN") in partnership with HKBN Talent CSI Fund Limited, and Caritas Computer Workshop is the designated partner for computer refurbishment for the Programme. For the purpose of the Programme, participants have read and agreed to be bound by these terms and conditions ("Terms and Conditions").
- 2. The collection period of computers under the Programme is from now until 31 August 2020.
- 3. Only laptops and tablets (collectively referred to as "Computers") that meet designated specifications will be collected under the Programme, and the Computers must be able to operate normally and have an undamaged appearance. For laptops, the central processor unit and flash memory shall reach or exceed the levels of Intel® Core[™] i3 and 4GB DDR3 respectively. For tablets, there is no specific requirement on the model, brand or specification. Other products will not be accepted.
- 4. Only Computers donated by existing HKBN residential customers, HKBN enterprise customers and HKBN business partners will be accepted for the Programme.
- 5. All Computers collected under the Programme will be sent to Caritas Computer Workshop and processed according to its established procedures.
- 6. It is possible that not all Computers collected under the Programme can be refurbished and made available to the target student families of the Programme. Caritas Computer Workshop has the sole discretion whether all Computers collected under the Programme can be refurbished. If the donated Computer cannot be refurbished successfully, Caritas Computer Workshop will dismantle the Computer concerned and have parts classification, and then send to recycling. The profit from selling the parts will be used for charity purposes. The relevant proceeds are unrelated to HKBN and HKBN Talent CSI Fund.
- 7. Customers agree that HKBN may provide the contact information to the Computer refurbishment partner of the Programme, Caritas Computer Workshop, for the purpose of contacting for collection and subsequent follow-up. Personal data will be used for the sole purpose of the Programme. Caritas Computer Workshop will destroy all personal data within 36 months after the end of the Programme.
- 8. Caritas Computer Workshop is responsible for the collection and refurbishment services under the Programme. HKBN and Caritas Computer Workshop will assign personnel to collect Computers and have them delivered to Caritas Computer Workshop for refurbishment under the Programme: for donation of one or two Computers, HKBN will assign personnel for doorto-door collection; for donation of three or more Computers, Caritas Computer Workshop will arrange the door-to-door collection with its fleet of vehicles directly. HKBN and Caritas Computer Workshop shall not be liable for any damage, loss or data loss of the collected Computers in the course of transportation.
- 9. If the address is in a remote area, HKBN might need extra working days for the collection, or might not be able to arrange collection at all. Whether the collection appointment can be arranged and the waiting time will depend on the actual circumstances. HKBN or Caritas Computer Workshop will contact the customer for confirmation. In case of any dispute, the decision of HKBN will be final and binding on the donor.
- 10. Once a donated Computer is collected, no cancellation request will be accepted and no request to recover such Computer and/or any data or information contained in such Computer will be accepted.
- 11. While assigned personnel collects Computers at an address, the donor shall ensure that all donated Computers are placed separately and disconnected from any device, connection system, or removed from an obstructed storage location, and donor should provide the transformers, chargers and power cables to the collection officers.
- 12. All counterfeited or pirated Computers or Computers owned by any illegal, stolen or other improper means will not be collected under the Programme. Collection personnel may refuse to remove Computers intended to be donated for any reason, including hygienic concerns such as food stains, cockroaches and ants.

- 13. Donors who wish to change the location or time arranged for a collection appointment shall call HKBN (donating one or two Computers) or Caritas Computer Workshop (donating three or more Computers) for rearrangements. Appointments can only be revised once.
- 14. In case of Black Rainstorm Signal or Tropical Cyclone Warning Signal No. 8 or above, the collection service will be suspended, and donor will be contacted by HKBN or Caritas Computer Workshop for rearrangements.
- 15. Neither HKBN nor Caritas Computer Workshop shall be liable for any delay, suspension or rescheduling of the agreed collection time as a result of traffic or weather conditions or otherwise.
- 16. The donor must be responsible for removing all data stored in the Computers and unlocking all control features. The donor must be responsible for completing the following procedures: (a) back up or transfer all data in any storage device such as computer hard disk and memory; (b) delete all data in any storage device such as computer hard disk and memory; (c) remove all removable media such as computer memory cards, disks, CDs or PC cards; and (d) ensure that all donated Computers are placed separately, disconnected from any device, connected system, and removed from any obstructed storage location. In any case, neither HKBN nor Caritas Computer Factory shall be responsible for any data that has not been deleted from the Computer and any loss of confidential data or software.
- 17. Caritas Computer Workshop will format the hard disk using a Programme written in compliance with the US Department of Defense 5220.22-M replication standard for wiping data, which can completely destroy any sensitive data and render the data irreparable. The above formatting method will not destroy or damage the hard disk and the formatted hard disks will be reinstalled in recycled Computers for reuse and donated to the target beneficiaries under the Programme.
- 18. HKBN or Caritas Computer Workshop will have the door-to-door Computer collection with twocopy receipts. The collection officer will fill the number of Computers to be collected on the receipt. Both parties shall immediately acknowledge upon verification. The collection officer and the donor will each retain a copy of the receipt as a proof. Sponsorship by HKBN Talent CSI Fund for the refurbishment cost of collected Computers shall be capped at HK\$500,000. If the refurbishment cost exceeds the cap, subsequent collected Computers will be resold to persons in need on a cost recovery basis as per the usual practice of Caritas Computer Workshop.
- 19. HKBN or Caritas Computer Workshop will have the door-to-door Computer collection with twocopy receipts. The collection officer will fill the number of Computers to be collected on the receipt. Both parties shall immediately acknowledge upon verification. The collection officer and the donor will each retain a copy of the receipt as a proof.

About the eligibility of refurbished computers application

- 20. All refurbished Computers will first be distributed to student families (with family members who are attending kindergartens, primary and secondary schools and tertiary institutions) participating in HKBN's "#ToughTimesTogether "Free Broadband for The Disadvantaged" service plan ("Free Broadband Plan"). Remaining Computers under the Programme, if any, will be distributed to target student families assessed by partner organizations of the free broadband project. Application will not be opened to the general public.
- 21. The application period of refurbished Computers for student families is from now until 31 August 2020. Student families must apply for the Programme through HKBN's partner organisation of Free Broadband Plan, which will verify the applicant's eligibility. For the list of partner organizations, please refer to the webpage of the "Free Broadband for the Disadvantaged " service plan. If the applicant is a student family from the Free Broadband Plan, they must obtain and submit the application form from the same center they applied for the Free Broadband Plan.
- 22. After submitting the application, the applicant will be placed on the waiting list of refurbished Computers. Whether an application is successful will depend on the supply of refurbished Computers.
- 23. The applicant must reach the age of 18 and hold a valid Hong Kong identity document when the application is submitted to HKBN partner organisations.
- 24. The Program requires that the applicant be the registrant of the Free Broadband Plan. Each eligible applicant may only enjoy one quota and apply the refurbished Computer once.

Repeated applications will not be accepted. The quota is not transferrable and cannot be exchanged for other services or offers, or used in conjunction with other offers. Available while the quota lasts.

- 25. After the verification of applicant's eligibility, the partner organisations will issue a "confirmation letter" to the eligible applicants. Eligible applicants must present the "Refurbished Computer Collection Code" on the confirmation letter, and pick up the refurbished Computers at Caritas Computer Workshop's designated locations on the specified date mentioned on the letter.
- 26. In order to confirm the student family who applies for the refurbished Computer has subscribed the Free Broadband Plan successfully, the applicant must present the certificate of successful application for the Free Broadband Plan on the day of receiving the "confirmation letter". Existing customer must have received the letter of switching plan or presented the HKBN monthly statement of the Free Broadband Plan. New customers must present the letter of successful registration of the Free Broadband Plan to be eligible to receive the refurbished Computers.
- 27. Eligible applicants cannot select the allocated refurbished computers, returns or exchange are not accepted after receiving. Once the refurbished Computer is provided, HKBN and partner organizations shall not be liable for the Computers' quality, services or any related liabilities. Caritas Computer Workshop will provide free repair and maintenance services within the specified period for laptops, while the tablet does not provide related services. The free repair and maintenance service will be subject to the terms and conditions of Caritas Computer Workshop.

General Terms and Conditions

- 28. If any beneficiary has applied for the Programme by any illegal or improper means or provides any false information on the application, his/her eligibility will be automatically revoked. HKBN reserves all legal rights to recover any losses or other compensation from the relevant beneficiaries.
- 29. To the extent permitted by law, HKBN will not be liable to any person for any losses (direct, indirect or special, loss of income, loss of profit or damage to reputation)arising from the Programme.
- 30. By participating in the Programme, the donor or beneficiary understands and agrees that HKBN may, pursuant to these Terms and Conditions, use or disclose the information provided by the donor or beneficiary for the specified purposes and uses under HKBN's Personal Data & Privacy Policy Statement. For more information, please refer to HKBN's Personal Data & Privacy Policy Statement.
- 31. HKBN reserves the right to modify the Terms and Conditions or suspend or cancel the Programme at any time without prior notice. HKBN has the final decision on any disputes.
- 32. These Terms and Conditions are available in English and Chinese. In case of any discrepancy, the English version shall prevail.