

By email ()

To: Li Ka Shing Foundation (“LKSF”)

The March of Social Engineers (“Programme”) – Hyperlink authorization

We hereby apply (“Application”) to LKSF to list us as a donation beneficiary on www.lovehkyourway.org (“Programme’s Website”) by creating a hyperlink from [www.] (“Link” or “Our Website”) to the Programme’s Website. We hereby agree, represent and warrant that:

1. We are the Facilitating Organization of [] (full name of Applicant), of Hong Kong Registered Social Worker number [] (“Applicant”);
2. We will be listed on the Programme’s Website as a donation beneficiary upon the successful application of a project by the Applicant (“Project”) subject to LKSF’s sole discretion to accept/reject this application, remove the Link and/or material from all Programme pages, suspend or remove the donation beneficiary accounts, and subject to the Terms and Conditions of the Programme at [hyperlinked];
3. We are and shall remain an organization registered under S. 88 of Inland Revenue Ordinance or a non-profit making educational institution registered under the Education Ordinance until the Project completion date (if applicable) or the end of the voting period (whichever is the latter);
4. We own all intellectual property rights subsisting in the Link which may contain logos, domain name, trademarks and icons (collectively, “Marks”) of our organization and for any logo, domain name, trademark and icon not own by us but appears in the Link, we have obtained the authorization of their respective owners to use them.
5. Our Website shall not contain any material that (i) may be discriminatory, (ii) may defame, slander, disparage, disdain, or insinuate any commodity, service, person, or organization; (iii) may be offensive or in poor taste; (iv) involves political advocacy; (v) involves any illegality or may infringe upon the copyright, rights, or privacy of others; or (vi) has commercial content or promotion of products];
6. We shall not hyperlink the Programme’s Website to Our Website or anywhere else or use the Programme’s Marks or any of them without LKSF’s prior written consent, and shall not in any way (i) imply sponsorship or endorsement by LKSF, (ii) to disparage LKSF or the Programme, or (iii) infringe LKSF’s intellectual property rights;
7. The hyperlinking rights granted by LKSF shall be on a non-exclusive, royalty free, revocable and non-transferable basis;
8. The form and placement of the Link shall be solely determined by LKSF;
9. LKSF shall not be responsible or liable for any disputes, claims, liabilities, proceedings, litigations, damages, losses, or costs and expenses (including, without limitation, legal fees) arising from or occasioned by this letter, the donation, use of the Link, Programme’s Website or its related functions/services, or any act or omission of LKSF or our organization or any of their directors, trustees, employees or agents and/or for the use of the Donation or any part thereof. We shall unconditionally and irrevocably defend, indemnify, keep indemnified and hold harmless LKSF and its directors, trustees, employees and agents from and against all such disputes, claims, proceedings, litigations, liabilities, damages, losses, and costs and expenses (including, without limitation, legal fees);
10. LKSF may terminate the hyperlinking rights hereunder at any time, in its sole discretion, without liability or obligation to us; and
11. Subject to subsequent written amendments from LKSF, this letter constitutes the entire agreement between us with respect to this subject matter.
12. This Agreement shall be in English and Chinese, and in case of discrepancies, the English version shall prevail. This Agreement shall be governed by and construed in accordance with the laws of the HKSAR and I shall submit to the exclusive jurisdiction of the HKSAR courts.

Signed by

Name:
For and On Behalf of [full name]
[Date]

電郵()

致: 李嘉誠基金會(「基金會」)

「愛心進行曲」(「計劃」)- 超連結授權

本機構謹此向基金會申請(「申請」)透過設立從[www.](「連結」或「本機構網站」)連接至計劃網站的超連結,將本機構在 www.lovehkyourway.org (「計劃的網站」)列為捐款受惠人。本機構謹此同意、聲明及保證:

1. 本機構是香港註冊社會工作者編號[]的[](申請人全名)(「申請人」)的協作機構;
2. 按基金會的獨有酌情權決定接納/拒絕申請人項目的成功申請從計劃的網頁移去連結及/或材料、暫停或刪去捐款受惠人戶口,並受限於在[超連結]的計劃的守則及條款的情況下,本機構則將會在計劃的網站名列捐款受惠人;
3. 直至項目完成日(如適用)或公開投票期完結日(以較後日期為準),本機構是並會繼續為一所於香港《稅務條例》第 88 條/或根據《教育條例》下註冊的非牟利教育院校;
4. 本機構擁有存在於連結中的所有知識產權,當中可能包含本機構的標誌、域名、商標及圖像(統稱為「標記」),至於連結中出現而非由本機構擁有的任何標誌、域名、商標及圖像,則本機構已取得其各自的擁有人的授權予以使用;
5. 本機構網站並不載有任何(i)可能屬歧視性、(ii)可能誹謗、詆毀、貶低、輕視或影射任何商品、服務、人士或機構;(iii)令人反感或品味低俗;(iv)涉及政治意味;(v)涉及任何違法事宜或可能侵犯他人版權、權利及私隱[;或(vi)內含商業內容或商品宣傳]的材料;
6. 本機構不會在未經基金會的事先書面同意下,將計劃的網站超連結至本機構網站或其他地方或使用計劃的標記,且不會以任何方式(i)暗示獲基金會的贊助或支持、(ii)貶低基金會或計劃,或(iii)侵犯基金會的知識產權;
7. 基金會授予的超連結權利屬非專有性質、免使用費、可撤回及不可轉讓;
8. 連結的格式及位置均由基金會全權決定;
9. 基金會不會就本信函、捐款、連結、計劃網站或其相關功能/服務的使用、或基金會或本機構或其任何董事、信託人、僱員或代理人的作為或不作為,及/或對捐款或其任何部份的使用所引致或引起的任何糾紛、索償、法律責任、法律程序、訴訟、賠償、損失或費用及開支(包括但不限於律師費用),負任何責任。本機構須就所有有關糾紛、索償、法律程序、訴訟、法律責任、賠償、損失或費用及開支(包括但不限於律師費用)向「基金會」及其董事、信託人、僱員及代理人作無條件及不可撤回的維護及彌償及令其獲彌償及免受損害;
10. 基金會可隨時按其絕對酌情權終止此超連結權利,而無須向本機構負任何責任;
11. 受限於基金會日後的書面修訂,本信函構成基金會與本機構之間就有關標記的事項的整份協議;及
12. 本授權書具有中文英文版本,授權書各方同意接受以英文版本為決議依歸。本授權書在所有方面均受香港特別行政區法律監管,並據其解釋。授權書各方將接受香港特別行政區法院的專屬管轄。

簽署人

姓名:
代表[全名]
[日期]