

JUMPSTARTER ZPIRE

TERMS AND CONDITIONS

("Terms")

PLEASE READ THESE TERMS CAREFULLY, AS THEY APPLY TO YOUR APPLICATION AND PARTICIPATION IN THE JUMPSTARTER ZPIRE EVENT (AS DEFINED BELOW). BY SUBMITTING YOUR APPLICATION (AS DEFINED BELOW), YOU ACCEPT THESE TERMS AND AGREE TO BE BOUND BY THEM.

www.jumpstarter.hk (the "Platform") is a platform of The Alibaba Entrepreneurs Fund, an initiative launched by the Alibaba Group, and comprised of The Hong Kong Entrepreneurs Fund Limited and The Taiwan Entrepreneurs Fund Limited established under the laws of the Cayman Islands (together, "Alibaba Entrepreneurs Fund", "AEF" the "Fund", "we" and "us" etc.).

Throughout 2025-2026, we are organising a series of events such as the JUMPSTARTER ZPIRE Contest (as defined below), which may include start-up showcase(s), business networking opportunities, student entrepreneurship education, mentorship, corporate innovation education and entrepreneurship workshop(s) to support the career development and entrepreneurial aspirations of young people through the Alibaba ecosystem (the "JUMPSTARTER Event(s)").

These Terms are incorporated into the Alibaba Entrepreneurs Fund Disclaimers ("Disclaimers") by reference. Any terms used in these Terms will have the same meanings as those in the Disclaimers unless otherwise specified. Any reference to "Services" in the Disclaimers or herein includes JUMPSTARTER Events.

1. Definitions

Capitalised terms used in these Terms shall have the following meanings:

"Prizes"

means Top 5 teams are eligible to get up to HK\$100,000 worth of prizes.

"Contestant"

means an idea and a working prototype that has been accepted and registered by the Fund for participation in the JUMPSTARTER ZPIRE Contest to compete for an opportunity to receive the Prize;

"Final Event"

means the one (1) round of semi-pitches done online with AEF and other venture capitalists, and the final pitch event to be held in Hong Kong that is organised by the Fund, in which:

- a. the five (5) Contestants shortlisted from the Round 2 Events shall advance to the final pitch; and

- b. the abovementioned Contestants shall present their final pitch of their business or idea to the Fund and/or other guest Judges, and the relevant Judges shall select the winners for the Prize(s);

"IP Rights"

means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, design rights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable anywhere in the world, and all applications or rights to apply for the same (where such applications can be made), whether presently existing or created in the future, and whether registered or not, and all benefits, privileges, or rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

"Judges"

means the individuals selected by the Fund to consider the business pitches presented by the Contestants, and who will determine which Contestants shall win the relevant Semi Final or Final Event in which they are judging;

"JUMPSTARTER Content"

means any data, material or information, in any format whatsoever, including (without limitation) any marketing materials, adverts, promotional materials, posters, text, software, images, graphics, photos, videos, sound recordings, audio and video recordings, directories, databases or listings, that are in relation to the JUMPSTARTER Event(s) and were created by or on behalf of the Fund, or which are made available on or through the Platform;

"JUMPSTARTER ZPIRE Contest"

means the Hong Kong student innovation challenge organised by the Fund for student innovation ideas to compete via the Semi-final Events and Final Event for the winner to receive the Top Prize, and any related press conferences, promotional events or workshops;

"PICS"

means the personal information collection statement provided to you at the time you submit Your Application or any amended versions to which you subsequently consent, and which can also be found at www.jumpstarter.hk;

"Premises"

means the premises at which the Semi-final Events, Final Event, and any press conferences, promotional events or workshops related to the JUMPSTARTER Events are held;

"Third Party Materials"

means any materials, information and/or content (in any format whatsoever) provided, uploaded, transmitted, submitted or posted by or sourced from any third party;

"Top Prize"

means the prize(s) for the Winner Team;

"Winners"

means the final team selected as the winner by the Judges in the Final Event;

"you" or "your"

means you, the person who is using the Platform and/or applying to register for the JUMPSTARTER Event(s);

"Your Application"

means the application form submitted by you via the Platform, for participation in the JUMPSTARTER Event(s) as a Contestant; and

"Your Content"

has the meaning given in Clause 9.

2. The JUMPSTARTER Events

- i. The JUMPSTARTER Events are organised and hosted by the Fund. By submitting Your Application and/or participating in the JUMPSTARTER Event, you agree to be bound by and accept these Terms. If you do not agree to these Terms, then you must not submit Your Application or participate in the JUMPSTARTER Event.
- ii. The Fund shall specify the rules and procedures in relation to the JUMPSTARTER ZPIRE Contest and/or the JUMPSTARTER Events and how they shall be conducted. The current rules and procedures as well as these Terms can be found on the Platform. The Fund has the right to amend, modify and/or supplement such rules and/or procedures at any time, in its sole discretion, with no liability to you. Any amendments and/or revised versions of these Terms shall be posted on the Platform. Your continued participation in the JUMPSTARTER Events and/or failure to withdraw your Application after the amended rules and procedures and/or Terms are posted on the Platform constitutes your acceptance of such amendments and/or revised Terms. If you do not agree to any amendments to the rules or procedures, your sole remedy is to withdraw Your Application and to cease participating in the JUMPSTARTER Events pursuant to Clause 6.1.
- iii. The Winners shall be entitled to receive the Top Prize, which shall be provided by the Fund. You understand and agree that the exact amount of any Top Prize and/or Cash Prize (if applicable), and the manner in which such prizes will be provided, shall be determined by the Fund in its sole and final discretion.
- iv. You understand and agree that the Fund does not provide any guarantees, undertakings or warranties in relation to your chances of becoming a Winner.
- v. The Fund shall have the absolute discretion to make any decisions in relation to the JUMPSTARTER Event(s), and its decisions shall be final and binding.
- vi. You acknowledge and agree that the Fund, at its sole discretion shall have the right to record the JUMPSTARTER Event(s) (in any format), and broadcast, stream or transmit the JUMPSTARTER Event(s) in whatsoever manner (including, without limitation, as a live-stream), as well as allow the public to attend, view, and/or watch any broadcast or recording of the JUMPSTARTER Event(s) (including the Final Event and/or any Semi-Pitch Events), either for free or in return for compensation. You shall not have any right to edit, object to or request the take down of, and shall not have any rights, title or interest in such recordings or broadcasts (in any format whatsoever), and all IP Rights in such recordings or broadcasts are owned by the Fund as JUMPSTARTER Content, pursuant to Clause 11. You shall not be entitled to any part of the compensation received by the Fund from the public, or any distribution, broadcasting or licensing revenue received by the Fund.
- vii. All costs and expenses incurred by you in relation to Your Application and/or your participation in the JUMPSTARTER Events shall be borne solely by you.

3. Registration

- i. You understand and agree that not all applications for participation as a Contestant in the JUMPSTARTER ZPIRE Contest and the JUMPSTARTER Events will be accepted by the Fund. The Fund shall have the sole and final discretion in deciding whether to accept Your Application.
- ii. You understand and agree that, when you sign up for the JUMPSTARTER ZPIRE Contest, Your Application will be evaluated by more than one judge and automatically rolled over for multiple screenings and scorings whenever applicable. You also understand that any documents and information submitted could be updated before each submission deadline if necessary. If you wish to opt out of the JUMPSTARTER ZPIRE Contest, please follow the opt-out procedure on the Platform accordingly.
- iii. If you wish to participate in the JUMPSTARTER ZPIRE Contest as a Contestant, then you must submit your Application via the relevant registration page on the Platform, and provide any supporting documents requested by the Fund from time to time. Your Application must be submitted on or before the relevant application deadline stated on the Platform to be considered by the Fund.
- iv. The Fund has the sole discretion to determine whether or not to accept or reject Your Application, for any reason whatsoever, with no liability to you.
- v. You represent and warrant that all information and materials submitted by you in relation to Your Application and any supporting documents shall be complete, accurate and not misleading, and shall not infringe the rights of any third parties. Upon becoming aware that any information or materials provided by you to the Fund are no longer complete, up-to-date or accurate, you shall promptly notify the Fund in writing at jumpstarter@ent-fund.org.

4. Verification

To register for any of the JUMPSTARTER Events, you must complete the verification process before any deadlines described on the verification page for the particular JUMPSTARTER Event. Event verifications are subject to availability and may close earlier than the posted deadlines. Upon completing your online verification, you will receive a confirmation email. The confirmation is sent to the email address provided during the verification process.

5. Cancellation By You

In the event of cancellation by you, written notification must be sent by email to jumpstarter@ent-fund.org at least 48 hours prior to the scheduled time of the JUMPSTARTER Event. In the event of any cancellation by you or us, the Disclaimers and these Terms, as applicable, will continue in full force and effect.

6. Event Program And Cancellation By Us

The JUMPSTARTER Events are subject to change. We may change or cancel the JUMPSTARTER Events at any time and may deny, limit or cancel a verification for the JUMPSTARTER Event (including a confirmed verification) at any time with or without reason. Without prejudice to the foregoing, we shall not be liable to you in any way for any loss, damages, costs or expenses suffered or incurred (directly or indirectly) by you in relation to the JUMPSTARTER Event, or any changes to or cancellations of the JUMPSTARTER Event (in whole or in part).

7. Code Of Conduct

You agree to behave in such a way as to create a safe, supportive environment while at the JUMPSTARTER Event(s) and any related event(s). You agree not to engage in disruptive speech or behavior or otherwise negatively interfere with the Event or other individuals' participation in the JUMPSTARTER Event(s). You will comply with all applicable laws and regulations and agree not to engage in any form of harassment, offensive, discriminatory or threatening speech or behavior, including relating to race, gender, sexual orientation, religion or disability. We may require participants engaging or threatening to engage in such behavior to leave the JUMPSTARTER Event(s) or related event immediately. If you witness such behavior, please promptly contact our staff member so direct action can be taken.

Specifically, you agree that you shall:

- i. not contravene or infringe any third party's rights;
- ii. not engage in any activity that interferes with, disrupts or adversely affects the JUMPSTARTER Event or other Contestants' participation in the JUMPSTARTER Event;
- iii. not engage in any harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene, dishonest, discriminatory, immoral or menacing behaviour;
- iv. not make any statements, comments or issue any materials that are derogatory, defamatory or adverse to the reputation of any member of the Fund or the JUMPSTARTER Event;
- v. comply at all times with any requirements or restrictions related to your access to the Premises, and all rules and procedures issued by the Fund in relation to the JUMPSTARTER Event;
- vi. not copy, modify, reproduce, download, re-publish, sell, distribute or create derivative works from any JUMPSTARTER Content (in whole or in part);
- vii. not install, upload or transmit (or allow the installation, uploading or transmission of) any viruses or instructions, codes, techniques or devices capable of disrupting, disabling, damaging, shutting down, monitoring or gaining unauthorised access to the Platform;
- viii. not take any action or allow any third party to take any action that would enable you, or any third party, to gain unauthorised access to, monitor or to tamper with or use any computer systems or networks of the Fund or any third parties; and
- ix. use the Platform and any JUMPSTARTER Content only for purposes that are expressly permitted by these Terms.

8. Information About You

Your contact details and other information will be handled in accordance with the information handling practices described in the Privacy Policy. You consent to the collection, use and disclosure of the information you enter when registering for the JUMPSTARTER Event(s) by us and our affiliates in accordance with that Privacy Policy. If you opt in to receive promotional materials from us, we will use your contact information to send details and announcements to you related to the JUMPSTARTER Event, and communicate with you about any of our other offers, events or Services. You can unsubscribe from promotional emails at any time by contacting us at jumpstarter@ent-fund.org.

9. License To Use Items

In consideration of the opportunity to participate in the JUMPSTARTER Event, you grant the Fund a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative works from, incorporate into any JUMPSTARTER Content, translate, transmit and disseminate the following ("Your Content"):

- i. any data, material, information, trademarks, trade names or logos, provided, uploaded, submitted or presented by you (in any format whatsoever) to the Fund or its service providers, or via the Platform or any social media Platform in relation to the JUMPSTARTER Event, and or otherwise in connection with or during the JUMPSTARTER Event; and
- ii. any photographs, images, videos, audio and/or sound recordings that the Fund or its service providers make, create, live stream, broadcast or record of you, your employees and/or representatives in connection with the JUMPSTARTER Event,

in any form, media or technology whatsoever, for the purposes of administering, organising, providing, hosting, fulfilling, promoting, marketing, advertising and/or showcasing the JUMPSTARTER Event, and as otherwise permitted under these Terms.

You warrant and undertake that you have all the rights, power and authority necessary to grant the license described in this Clause. You agree that you are responsible for protecting and enforcing your own IP Rights and the Fund has no obligation to do so on your behalf.

You agree that you waive, and have obtained all waivers from your employees and representatives of, any and all moral rights in Your Content.

The Fund reserves the right (but shall have no obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of Your Content, at its sole discretion.

10. Confidentiality

- i. You understand and agree that Your Content is not confidential and may be disseminated and disclosed by the Fund and its sub-licences pursuant to Clause 9(i), and may become known to the public (including, without limitation, when members of the public attend the JUMPSTARTER Event(s) or view any promotional or marketing materials).
- ii. The Fund shall not be responsible for and assumes no liability to you to maintain the confidentiality of any of Your Content. It is your obligation to ensure that no proprietary or confidential information or materials are provided to the Fund, as this will be subject to Clause 9.
- iii. For the avoidance of doubt, this Clause 10 is without prejudice to the PICS.

11. Fund's IP Rights

- i. You acknowledge and agree that, as between you and the Fund, all rights, title, interest and IP Rights in relation to the JUMPSTARTER Event(s), the JUMPSTARTER Content and the Platform are owned by the Fund or its third-party licensors.
- ii. You have no rights, title or interest in relation to the JUMPSTARTER Event(s), the Platform or the JUMPSTARTER Content (excluding Your Content).
- iii. You shall not use any trade mark, service mark, trade name, logo or any other IP Rights of any member of the Fund, and nothing in these Terms shall be construed as granting you any rights to such trademarks, service marks, trade names, logos or IP Rights. You shall not use any trade mark, service mark, trade name, logo, image or content of any third party without that third party's prior authorisation. You shall not use any trade mark, service mark, trade name, logo, image or content in a way that is likely or intended to confuse the owner or authorised user of such marks, names, logos, images or content.

12. Third Party Materials

- i. You acknowledge and agree that the Fund shall not be obligated to (but reserves the right at its sole discretion to) actively monitor or exercise any control whatsoever over any Third

Party Materials. The Fund does not endorse, verify or otherwise certify any Third Party Material, including any that may be incorporated in the JUMPSTARTER Content.

ii. The Platform may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by third parties unrelated to the Fund. You understand and agree that:

- a. the Fund has no control over, does not monitor and does not endorse such third-party websites, content, or resources; and
- b. the Fund makes no guarantee or warranty, and is not responsible for any such external websites, content or resources (or any products, goods or services promoted, referred to or offered on such external sites or resources).

13. Assumption of Risk

You acknowledge and agree that your attendance and participation in the JUMPSTARTER Event(s) is voluntary and at your sole risk, and the Fund disclaims any and all liability in relation to your attendance and participation in the JUMPSTARTER Event(s) or your attendance at the Premises, to the fullest extent permitted by applicable law.

14. Disclaimers

i. The JUMPSTARTER Content is for your general reference only, and is not intended to amount to any advice on which you should rely.

ii. YOUR PARTICIPATION IN THE JUMPSTARTER EVENT AND YOUR USE OF THE JUMPSTARTER CONTENT, AND THE PLATFORM, ARE AT YOUR SOLE RISK AND SUCH IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS.

iii. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FUND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND IN RESPECT OF THE JUMPSTARTER EVENT, THE PLATFORM AND ANY JUMPSTARTER CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, COMPLETENESS AND ACCURACY.

iv. iv. WITHOUT PREJUDICE TO THE GENERALITY OF CLAUSE 14(iii) ABOVE, THE FUND MAKES NO REPRESENTATIONS OR WARRANTIES:

- a. AS TO THE ACCURACY, QUALITY, COMPLETENESS, CURRENTNESS, ADEQUACY, RELIABILITY OR VALIDITY OF THE JUMPSTARTER CONTENT;
- b. THAT THE JUMPSTARTER CONTENT, THE PLATFORM, OR THE JUMPSTARTER EVENT WILL MEET YOUR REQUIREMENTS, OR ARE FREE OF DEFECT, ERROR, OMISSION OR VIRUS;
- c. THAT YOUR USE OF THE PLATFORM OR THE JUMPSTARTER CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR
- d. THAT DEFECTS, DEFICIENCIES OR ERRORS IN THE PLATFORM, THE JUMPSTARTER CONTENT OR THE JUMPSTARTER EVENT WILL BE CORRECTED.

15. Liability

- i. Nothing in these Terms shall exclude or restrict any warranty or liability for death or personal injury caused by the Fund's negligence, for fraud or fraudulent misrepresentation or that may not be lawfully excluded or limited by applicable law. Only the limitations and/or exclusions that are lawful under the applicable law will apply, and the Fund's liability will be limited to the maximum extent permitted by applicable law.
- ii. THE FUND SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES WHATSOEVER (INCLUDING WHETHER GENERAL, SPECIAL, INDIRECT, DIRECT, NOMINAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL), INCLUDING LOSS OF PROFIT; LOSS OF REVENUE; LOSS OF TIME; LOSS OF ANTICIPATED SAVINGS; LOSS OF OPPORTUNITY; LOSS OR CORRUPTION OF DATA; LOSS OF USE; LOSS OF BUSINESS; WASTED EXPENDITURE; LOSS OF OR DAMAGE TO PHYSICAL PROPERTY; BUSINESS INTERRUPTION; LOSS OF OR DAMAGE TO GOODWILL, WHICH MAY ARISE IN RELATION TO THESE TERMS, THE JUMPSTARTER EVENT, THE PLATFORM, THE JUMPSTARTER CONTENT OR THE PREMISES, WHETHER OR NOT THE FUND WERE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS.
- iii. WITHOUT PREJUDICE TO CLAUSE 14 OR THE GENERALITY OF CLAUSE 15.2, THE FUND SHALL NOT:
 - a. BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES SUFFERED BY YOU (HOWEVER ARISING, INCLUDING (WITHOUT LIMITATION) AS A RESULT OF NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE JUMPSTARTER EVENT, THE PLATFORM, THE JUMPSTARTER CONTENT OR THE PREMISES; OR
 - b. BE LIABLE FOR ANY CHANGES OR AMENDMENTS TO OR CANCELLATION OF THE JUMPSTRATER EVENT (IN WHOLE OR IN PART)
- iv. WITHOUT PREJUDICE TO CLAUSE 15(ii) AND CLAUSE 15(iii), SOLELY TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION ISSUES A DECISION THAT CLAUSE 15.2 AND CLAUSE 15.3 ARE INVALID OR UNENFORCEABLE, THEN FUND'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE JUMPSTARTER EVENT, THE PLATFORM OR THE JUMPSTARTER CONTENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED USD 100.

16. Governing Law

These Terms (including its interpretation and any disputes relating to it) shall be governed by the laws of Hong Kong, and are subject to the non-exclusive jurisdiction of the courts of Hong Kong.

17. Severability

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms.

18. Entire Agreement

These Terms contain the entire agreement between you and the Fund in respect of its subject matter.

19. Waiver

A failure or delay by the Fund to exercise any right or to act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by the Fund of any of its rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

20. Assignment

You may not transfer any of your rights or obligations under these Terms without the prior written consent of the Fund. The Fund may transfer its rights or obligations to any third party without your consent.

21. Assumption Of Risk

You acknowledge and agree that your attendance and participation in the JUMPSTARTER Event(s) is voluntary. You agree to assume the risks associated with attending and participating in the JUMPSTARTER Event(s) to the fullest extent permitted under applicable law.

22. Changes To These Terms

We reserve the right to revise these terms from time to time to reflect changes in our Services or Events, in response to customer feedback, or for any other purpose. We encourage you to review these Terms periodically to be informed of any latest changes. Where we consider any changes to these Terms reasonably material, we will notify you before such changes become effective (via email or any other means). You agree that by participating in the Event, without or without notice from us, you consent to the changes to these Terms.

23. English Version Prevails

In the event of any discrepancy between the English version and the Chinese version (or any other version) of these Terms, the English version shall prevail.

24. Contact Us

You may contact us at jumpstarter@ent-fund.org with any privacy concerns or requests related to these Terms, the Disclaimers, the Privacy Policy, or our Platform and Services.