

Privacy Policy Statement

The Fund Board is fully supportive of the international recognised standards of personal data privacy protection and it is our policy to fully comply with the requirements of the Personal Data (Privacy) Ordinance. We will ensure that our staff fully comply with this Ordinance with the strictest standards of security and confidentiality.

This Privacy Statement summarises the information the Fund Board will collect and how the information collected will be used.

When you make any applications for courses offered on this Web Site we will collect your name, your employer's name, your position within the company, your e-mail address and correspondence address. When you provide details of construction works and of interim or final payments made in respect of construction works, we will also collect this information together with all information necessary to properly assess levies payable pursuant to the Pneumoconiosis (Compensation) Ordinance.

Any information collected from you is strictly confidential. We will not sell or rent your personal information to other parties. We will not disclose your personal information to other parties unless required by law or to protect the rights, property or safety of this Web Site, its users, or others.

This Web Site has a firewall in place which should protect information collected from you against unauthorized or accidental access. However, due to the nature of the Internet, we are unable to make any guarantees that the information you provide will be completely secure.

Cookies are a software feature which enables servers to recognise what pages you have visited and to store information regarding your visits for record-keeping purposes. This Web Site does not use cookies.

All personal information collected from you with regard to the assessment and collection of levies will be stored for 7 years after the completion of the relevant construction works and will subsequently be destroyed. All personal information collected from you for the purposes of applications to attend the courses offered will be stored for 1 month after the completion of the course and will subsequently be destroyed.

Personal Information Collection Statement

Assessment/Collection of Levies

Any information requested and/or collected from you is required for the assessment and collection of levies pursuant to the Pneumoconiosis (Compensation) Ordinance ("the Ordinance") and the Pneumoconiosis (Compensation) (Assessment of Levy) Regulations ("the Regulations"). Information to be provided by contractors/authorized persons with regard to the commencement or completion of construction works and of interim or final payments made in respect of construction works is obligatory and failure to do so constitutes an offence carrying a fine of HK\$5,000 pursuant to the Regulations.

Further information on the obligations of contractors/authorized persons may be found under "Levy Assessment Procedures" on this Web Site.

Any information collected from you on this Web Site will be used solely for the purposes of the assessment of levies payable pursuant to the Ordinance and the Regulations. The information provided by you may be disclosed in accordance

with Regulation 15 of the Regulations. Otherwise, the data will not be passed on to any other entity or displayed anywhere on this Web Site.

You may request access to and correction of your data. Any request for access and/or correction should be made by letter to the Fund Board.

Personal Information Collection Statement

Application for courses offered by the Fund Board

Any information requested and/or collected from you is required for the purposes of processing the application you have made to attend one of the courses offered by the Fund Board. The failure to supply data may result in the Fund Board being unable to properly process the application you make.

Any information collected from you on this Web Site will be used solely for the purposes of applications to attend the courses offered on this Web Site and will not be passed on to any other entity or displayed anywhere on this Web Site.

You may request access to and correction of your data. Any request for access and/or correction should be made by letter to the Fund Board.

Terms and Conditions

These terms, conditions and disclaimers ("Terms and Conditions") should be read before using the services offered on this Web Site. Please also note the risks of inputting personal information on the Internet despite the measures taken by the Fund Board to protect the information provided.

This Web Site is provided by the Fund Board. By using the services offered on this Web Site, you expressly agree to be bound by these Terms and Conditions and any future terms and conditions which may be added to this Web Site. You also agree not to claim for any loss or damage suffered as a result of the misuse of information by a third party carried out without the Fund Board's authority.

These Terms and Conditions may be revised or amended from time to time without prior notice and will be effective upon their posting on this Web Site. Please contact the Fund Board on 2541 0032 if you have any queries regarding these Terms and Conditions.

All information provided by you on this Web Site is referred to in these Terms and Conditions as "User Information". When providing User Information you are representing and warranting that the information is true, correct and complete and you agree to indemnify the Fund Board for any losses, costs, expenses or damages that the Fund Board or any third party may suffer either directly or indirectly if any of this information is incorrect. Any changes in User Information should be reported to the Fund Board immediately. The Fund Board will promptly update User Information upon notification of any changes.

You should review the Fund Board's Personal Information Collection Statement and Privacy Statement which form part of these Terms and Conditions and which will also govern your use of the services on this Web Site. The services on this Web Site are provided without any warranties or implied conditions other than those expressly stated in writing. In particular, the Fund Board does not warrant that the service will be continuous, secure or error free. The Fund Board also does not provide any guarantee as to the quality of this Web Site. When providing User Information, you grant to the Fund Board the right to disclose those aspects of the User Information referred to in the Fund Board's Privacy Statement for the purposes specified in the Personal Information Collection Statement.

You agree not to tamper with the software or other material or information on this Web Site and not to do anything which may damage or interfere with any system data, material or information on this Web Site. Any party who engages in illegal activities involving this Web Site will be subject to civil and criminal prosecution. The Fund Board does not monitor the use of this Web Site and may not notice or be able to prevent the illegal use of this Web Site.

The Fund Board is not liable for any direct or indirect loss or damage resulting from your use or inability to use this Web Site or resulting from unauthorised access to or alteration of your data or any information contained on this Web Site, even if the Fund Board has been advised of the possibility of the damage.

You agree to indemnify and hold the Fund Board, its officers and its employees harmless from any claim or demand made by any third party, including all reasonable legal costs, arising out of your use of this Web Site, from the violation of these Terms and Conditions or from the infringement of any intellectual property or the rights of any other person or entity by you.

All material on this Web Site belongs to the Fund Board which also owns all intellectual property rights in the material. You have no authority to copy or download any of the material and to do so without the express authority of the Fund Board may amount to an infringement of the Fund Board's intellectual property rights for which you could be liable. You are however allowed to print one copy of the forms as completed by you for your record-keeping purposes only.

The Fund Board does not object to your linking this Web Site to your Web Site. However, the Fund Board will not be liable for any loss or damage which may result directly or indirectly from any link nor do we endorse the services or goods of any company that links to this Web Site.

These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region and the Hong Kong Courts shall have the exclusive jurisdiction to deal with all matters relating to these Terms and Conditions and this Web Site.

Should you object to any of these Terms and Conditions, you must discontinue using this Web Site.

Disclaimer

All material and information provided by the Fund Board on this Web Site is for information purposes only. Everything on this Web Site is provided on an "as is" basis. The Fund Board does not purport to give advice and the information/material set out on this Web Site should not be construed as giving advice. The Fund Board does not give any warranty about any information/material contained on this Web Site. Although the Fund Board has used reasonable care in providing information and services under this Web Site, the Fund Board cannot guarantee its accuracy or fitness for purpose. You access and use this Web Site at your own risk.

Although the Fund Board has taken measures to keep this Web Site free from computer viruses, the Fund Board does not represent that this Web Site is free from computer viruses or any other defects. The Fund Board will not be liable for any loss or damage however caused which may result directly or indirectly from accessing, downloading or otherwise using information from this Web Site and use of this Web Site is at your own risk. Information on this Web Site is prepared in accordance with Hong Kong law only and is believed to be actual and current at the date it was placed on this Web Site.

Please contact the Fund Board on 2541 0032 for any guidance you require as to this Web Site and the information provided on this Web Site.