THE COMPANIES ORDINANCE (CHAPTER 32)
Company Limited by Guarantee
MEMORANDUM OF ASSOCIATION
of the
HONG KONG TRIATHLON ASSOCIATION LIMITED
香港三項鐵人總會有限公司

1. **Name**

   The full name of the Company is the "Hong Kong Triathlon Association Limited 香港三項鐵人總會有限公司" and the abbreviated name is "TriHK", all of which are hereinafter referred to as the "Association".

2. **Registered Office**

   The Registered Office of the Association will be situated in Hong Kong.

3. **Objects**

   The objects for which the Association is established are to:

   a. Serve as the national authority for the Hong Kong Special Administrative Region for the sport of triathlon in Hong Kong. Triathlon in this context shall mean and include any combination in a single event of two or three of the sports of swimming, cycling and running, and which expression shall, where applicable, include aquathlon, duathlon and paratriathlon.

   b. Select teams and individuals to represent Hong Kong in international triathlon races.

   c. Provide an environment and a platform to encourage widespread participation in, triathlon within the community of Hong Kong.

   d. Provide development opportunities and support to triathletes of different abilities, levels, standards and/or background and to nurture a successful squad of elite triathletes..

   e. Develop proficiency in coaching, race direction and associated technical aspects of triathlon.

   f. Develop and promote public awareness of triathlon in Hong Kong. .

   g. Initiate any other activities related to the promotion of triathlon in Hong Kong.

   h. To do all such other lawful things as shall be in the best interest of the Association.

4. **Affiliation**

   The Association shall be affiliated to the Sports Federation & Olympic Committee of Hong Kong, China and any internationally recognised body of triathlon associations.

5. **Application Of Income And Property**

   All income and property of the Association, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, to the members of the Association provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any servant of the Association, nor prevent the repayment of reasonable out of pocket expenses.

6. **Limited Liability Of Members**

   The liability of the members is limited.

7. **Contribution By Members**

   Every member of the Association undertakes to contribute, such amount as may be required not exceeding one hundred Hong Kong dollars, to the assets of the Association, in the event of the same being wound up while being a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before ceasing to be a member, and of the costs, charges and expenses of winding up the Association.

8. **Disposal Of Assets After Dissolution**

   If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be transferred to the Sports Federation & Olympic Committee of Hong Kong, China for use in promoting sport in Hong Kong, or to some other institution or institutions having objects similar to the objects of the Association.

In this Memorandum of Association, the objects specified in the different paragraphs shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Association, but may be carried out in as full a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company or association.

In this Memorandum of Association, headings have been inserted for ease of reference only and do not affect the construction or interpretation of any provision of this Memorandum of Association.