

# 2015 Basic Law Souvenir Design Competition

## Competition Document

### Organiser

Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion Steering Committee

### Secretariat



### Co-organiser



### Supporting Organisations



HKCIEA Youth Affairs Committee



CGCC Young Executives' Committee



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## **Organiser**

Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion Steering Committee

## **Co-organiser**

Hong Kong Design Centre

## **Supporting Organisations**

Federation of Hong Kong Industries Young Executive Council

The Hong Kong Chinese Importers’ & Exporters’ Association Youth Affairs Committee

The Chinese Manufacturers’ Association of Hong Kong Youth Committee

The Chinese General Chamber of Commerce Young Executives’ Committee

Hong Kong Young Industrialists Council – Youth Chapter

Hong Kong Designers Association

Hong Kong General Chamber of Commerce Young Executives Club

## 1. Definitions and Interpretation

1.1 In this Competition Document, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

“Competition”	means the 2015 Basic Law Souvenir Design Competition;
“Competition Document”	means this competition document including Annexes 1 to 3 attached hereto;
“Competition Website”	means the website provided in Section 5.3 of this Competition Document;
“Entry”	means all deliverables submitted by a Participant in accordance with Section 8 of this Competition Document;
“Entry Form”	means the entry form of the Competition provided at Annex 1 of this Competition Document;
“HKSAR”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“HKSARG”	means the Government of HKSAR;
“ICP Sectors”	means the industrial, commercial and professional sectors;
“Individual Participant”	means an individual participant satisfying the requirements set out in Section 7.1 of the Competition Document;
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes, and other intellectual property rights, in each case whether now known or created in future, regardless of whatever nature and wherever arising, and whether registered or unregistered, and including applications for the grant of any such rights;
“Jury Panel”	means the jury panel for the selection of Winning Entries and Merit Entries and for the adjudication of matters related to the Competition;
“Organiser”	means the Working Group;
“Participant”	means an Individual Participant or a Team Participant of the Competition;
“Steering Committee”	means the Basic Law Promotion Steering Committee;
“Team Leader”	means the Team Member of a Team Participant whose name has been nominated in the Entry Form as the team leader;

“Team Member”	means a member of a Team Participant;
“Team Participant”	means a team participant satisfying the requirements set out in Section 7.2 of the Competition Document;
“Winning Entry”	means the Entry selected by the Jury Panel for the award of the 1 <sup>st</sup> prize, 2 <sup>nd</sup> prize or 3 <sup>rd</sup> prize of the Competition;
“Merit Entry”	means the Entry selected by the Jury Panel for the award of a prize other than the 1 <sup>st</sup> prize, 2 <sup>nd</sup> prize or 3 <sup>rd</sup> prize of the Competition;
“Working Group”	means the Working Group on Industrial, Commercial and Professional Sectors.

1.2 In this Competition Document, unless the context otherwise requires, the following rules of interpretation shall apply:-

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include every gender;
- (c) section or clause headings are inserted for convenience of reference only and shall not affect the interpretation and construction of this Competition Document;
- (d) a reference to a clause, sub-clause, sections or annexes by number or letter, and not in conjunction with an ordinance or regulation, shall be construed as a reference to the clause, sub-clause, sections or annexes of that number or letter contained in this Competition Document;
- (e) references to time and dates in the Competition Document shall be construed as HKSAR time and dates;
- (f) reference to a day refers to calendar day; and reference to a working day means any day other than Saturdays and Public Holidays as defined in the Interpretation and General Clauses Ordinance (Cap. 1); and
- (g) any word or expression to which a specific meaning has been attached in any part of any of this Competition Document shall bear such meaning whenever it may appear in the same or other parts of this Competition Document.

## **2. The Competition**

2.1 The Competition invites members of the local ICP Sectors to contribute souvenir designs for the promotion of the Basic Law.

- 2.2 The Competition aims to enhance interest in and understanding of the Basic Law among the ICP Sectors, the youth and the community at large, and to promote creative designs. It is also the intention of the Organiser to produce souvenirs for free distribution, based on one or more of the Winning Entries where appropriate, by a contractor who will be appointed by the Organiser.

### 3. The Background

- 3.1 Over the years, the HKSARG has been promoting the Basic Law. In order to step up the promotional efforts further, the HKSARG established in January 1998 the Steering Committee comprising both official and non-official members. The Steering Committee provides the necessary steer on the overall programme and strategy for promoting the Basic Law, and provides an organisational focus for coordinating the efforts of various parties concerned, both in the HKSARG and in the community.
- 3.2 The Steering Committee has decided to direct its promotional efforts at five target groups, and has established five working groups to take this forward. The Working Group formulates and implements action plans for the promotion of the Basic Law among the industrial, commercial and professional sectors and aims to foster co-operation and exchange of experience of the Basic Law promotion among the sectors.

### 4. The Requirements for the Souvenir Design

The souvenir design should cover **a non-electronic product** which is **targeted for the youth**. The souvenir design should achieve the following:

- (a) Embracing the elements of the Basic Law, including the “one country, two systems” principle;
- (b) Highlighting the relationship between the Central Authorities and the HKSAR;
- (c) Effective in promoting the Basic Law to the youth;
- (d) Realising feasible production of good quality souvenirs for free distribution, with the manufacturing cost of the souvenir not exceeding HK\$50 per unit<sup>1</sup>; and
- (e) Complying with relevant health and safety standards enforced in HKSAR wherever applicable.

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<sup>1</sup> The cost should be estimated on the assumption that 2,000 units of the souvenir would be produced inclusive of all costs including the cost of mould setting.

## 5. Schedule

5.1 The schedule of the Competition is set out below:

Date	Event
24 April - 12 June 2015	Submission of Entries
July - August 2015	Announcement of Results and Prizes Presentation Ceremony
Late 2015 - Early 2016	Exhibition of Shortlisted Entries

5.2 All information provided in this Competition Document is for the participants' reference only. The Organiser reserves the right to alter the above schedule and this Competition Document.

5.3 Details of the Competition can be found at the website of the Competition at [http://www.tid.gov.hk/english/smes\\_industry/industry/basiclaw/2015competition.html](http://www.tid.gov.hk/english/smes_industry/industry/basiclaw/2015competition.html).

5.4 Participants of the Competition are advised to check the Competition Website from time to time for any information or changes related to the Competition (including and without limitation, changes to this Competition Document). All matters, information or changes as announced in the Competition Website concerning the Competition shall be deemed accurate and shall be binding upon all participants.

## 6. Entry Submission and Enquiries

6.1 All Entries should be sent by post or by hand to the following address from 24 April 2015 to 12 June 2015:

Secretariat of the Working Group on Industrial, Commercial and Professional Sectors,  
Basic Law Promotion Steering Committee

Attn: Mr Billy Wong  
Room 1301, Trade and Industry Department Tower  
700 Nathan Road, Mongkok  
Kowloon

The service hours of the Secretariat of the Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion Steering Committee are as follows:

### **Monday to Friday**

8:45 am - 12:30 pm and 1:30 pm - 5:45 pm

6.2 **Late Entries will not be accepted.** No responsibility will be taken by the Organiser and the Jury Panel for the failure of postal delivery of any document.

6.3 A sealed opaque envelope clearly marked with "2015 Basic Law Souvenir Design Competition" enclosing a duly completed and signed Entry Form should be attached at the back of the Entry. In the case of a Team Participant, all Team Members are required to sign the Entry Form.

- 6.4 A Participant is deemed to have declared that all information as stated on the Entry Form is true, accurate and complete. The Organiser may disqualify any Entry for any error or omission in the Entry Form submitted by the Participants.
- 6.5 Participants may make enquiries regarding the details of the Competition to Mr Billy Wong of the Secretariat of the Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion Steering Committee at telephone no. 3403 6047.

## 7. Eligibility

### 7.1 Individual Participants

The Competition is a local competition open to Individual Participants from the ICP Sectors (e.g. teachers, accountants, engineers, doctors, nurses, designers, etc.) and who are aged 18 or above. An Individual Participant must be a HKSAR resident holding a valid HKSAR identity card and being:

- (a) an employee employed by a company or organisation under the Employment Ordinance; or
- (b) a sole proprietor under a sole proprietorship with a valid Business Registration; or
- (c) a partner under a partnership with a valid Business Registration.

### 7.2 Team Participants

HKSAR residents holding valid HKSAR identity cards and who are aged 18 or above, whether they are from the ICP Sectors (e.g. teachers, accountants, engineers, doctors, nurses, designers, etc.) or not (e.g. students), may also participate in the Competition in collaboration with a member of the ICP Sectors who satisfies the requirements mentioned in Section 7.1 above. The whole participating group will be regarded as a Team Participant.

For such collaborative entries, the Team Members shall nominate a Team Leader on the Entry Form. The Team Leader must satisfy the requirements mentioned in Section 7.1 above.

For the avoidance of doubt, all members of a Team Participant must be individuals.

- 7.3 Participants are required to submit relevant documents to substantiate their eligibility when required by the Organiser.

## 8. Deliverables

- 8.1 Entries shall comprise:

- (a) **Design drawings**, including the front, side, top and back views of the design (to be made on not more than three pieces of A3 size [297 mm x 420 mm] paper), with clear illustration on the following aspects of the souvenir:
  - appearance;
  - dimensions;
  - special features and design elements; and

- materials to be used for production of the souvenir.

The following may also be submitted but they are optional:

- hand-drawn or computer concept sketch (for illustrating the concept, features, etc.);
- hand-drawn or computer rendering (for visualisation of the actual design); and/or
- mock-up for the souvenir;

- (b) A **statement**, written in not more than 300 words in either Chinese or English and printed on A4 size paper, to explain the following:
- design concepts of the souvenir; and
  - the practicability of manufacturing the souvenir and its mass production, including the estimated manufacturing cost (please see Section 4(d) and Note 1 above) and any safety and health standards applicable to the product;
- (c) A **CD-ROM** containing an electronic version of item (a) above in a high resolution jpeg format and item (b) above in doc format; and
- (d) A **sealed opaque envelope** clearly marked with “2015 Basic Law Souvenir Design Competition” enclosing a **duly completed and signed Entry Form** (please see Section 6 above).

- 8.2 All submitted deliverables should be produced at Participant’s own costs and will not be returned.

## 9. The Jury Panel

Entries shall be adjudicated by a Jury Panel composed of the members of the Working Group under the Steering Committee and representative(s) from co-organiser/ supporting organisations, including design experts. The Organiser may change the composition of the Jury Panel without prior notice.

## 10. Anonymity of Entries

- 10.1 Entry materials specified in Section 8.1 shall be kept anonymous. No mark of any sorts, which can identify the Participants, shall be made on any of the entry materials.
- 10.2 The adjudication of all Entries to the Competition will be carried out anonymously.
- 10.3 The Organiser reserves the right to disclose, exhibit or publicise the submitted Entries in any form after the announcement of the results of the Competition.

## 11. Intellectual Property Rights

- 11.1 Upon submitting an Entry for the Competition, the Participant (including all Team Members in the case of a Team Participant) declares, warrants, agrees and undertakes the terms as set out in **Annexes 1 and 2**.



- 11.2 The Participants of the Winning Entries shall duly execute and provide to the HKSARG the Deed of Assignment and Undertaking (in the form of **Annex 3**) upon demand in writing by the HKSARG.

## **12. Assessment Guidelines**

- 12.1 All Entries will be judged in accordance with the broad assessment guidelines as interpreted by the Jury Panel on how well the Entry addresses the requirements for the souvenir design (please see Section 4 above).
- 12.2 The decisions of the Jury shall be final and binding on all parties concerned and are not subject to appeal. Participants do not have the right to request for access to the Jury Panel's comments or records on the adjudication.

## **13. Prizes and Results**

- 13.1 Three Winning Entries and two Merit Entries will be selected. The results of the Competition will be publicly announced in the Prizes Presentation Ceremony and through the Competition Website. Participants of the Winning Entries and Merit Entries will be notified directly of the results by the Organiser. The prizes of the Winning Entries and Merit Entries shall be:

3 Winning Entries	HK\$20,000 Cash Coupon for the 1 <sup>st</sup> Prize HK\$5,000 Cash Coupon for the 2 <sup>nd</sup> Prize HK\$3,000 Cash Coupon for the 3 <sup>rd</sup> Prize
2 Merit Entries	Each HK\$1,000 Cash Coupon

- 13.2 The Organiser reserves the right not to award any of the above-mentioned prizes if the quality and the standard of Entries are considered to be not satisfactory according to the Jury Panel's decision.
- 13.3 The prize payment will be made to the Team Leader in the case of a Team Participant and payment made to the Team Leader shall be deemed to be due payment to the Participants (including all Team Members) of the Winning Entries or Merit Entries and for all purposes.
- 13.4 The submission of the duly executed Deed of Assignment and Undertaking referred to in Section 11 above shall be a condition precedent to the award of the relevant prize to the Participant(s) of a Winning Entry.

## **14. Exhibition and Publication of Entries**

The Organiser is entitled to display or exhibit on any date and in any venue the Entries or any part thereof, and publish the report of the Competition events together with selected Entries.

## **15. Implementation of the Winning Entries**

It is the intention of the HKSARG to adopt the design ideas and concepts of one or more of the Winning Entries with or without modifications for souvenir production and distribution.

## **16. Remuneration**

Apart from the prizes awarded to the Participants of the Winning Entries and Merit Entries, all Participants shall not be entitled to any remuneration, payment or compensation for participating in the Competition.

## **17. Language**

Entries shall be made in either English or Chinese.

## **18. Savings**

The HKSARG is under no obligation to adopt or use any design ideas and concepts of the Winning Entries in any souvenir production and distribution.

## **19. Compliance**

Any Participant who does not abide by the rules, requirements or conditions as set out in this Competition Document may result in disqualification from the Competition. Any disqualification shall be at the absolute discretion of the Organiser. The decision of the Organiser shall be final and binding on all parties concerned.

## **20. Disclaimers**

The Organiser and the Jury Panel shall not be responsible or liable for any erroneous, damaged, destroyed, lost, late, incomplete, illegible and misdirected Entries, or any damage or loss arising from, connected with, or relating to the Competition, the submission of Entries to the Competition, participation in the Competition, regardless of the cause, omission or any fault by the Organiser, or the Jury Panel or any person for whom the Organiser, or the Jury Panel is responsible, and notwithstanding that any of those persons may have been advised of the possibility of such loss or damage being incurred. The Organiser may at its discretion cancel, modify or suspend the Competition. The Participants shall not be entitled to any compensation as a consequence to such cancellation, modification or suspension of the Competition.

## **21. Governing Law and Jurisdiction**

The Organiser's decision regarding all aspects of the Competition is final and binding on all parties concerned. This Competition Document shall be governed by and construed in accordance with the laws of the HKSAR. The Organiser and the Participants shall submit to the exclusive jurisdiction of the courts of the HKSAR.

## **22. Severability**

If any provision herein is determined to be illegal, invalid or unenforceable in any respect by

any court of competent jurisdiction or arbitrator, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

## 2015 Basic Law Souvenir Design Competition

### 1) Participant's Particulars (Individual Participant or the Team Leader of a Team Participant)

Name in English (as shown in HKSAR identity card): \_\_\_\_\_(Mr/Miss/Ms\*)

Name in Chinese (as shown in HKSAR identity card): \_\_\_\_\_

HKID No. (first 4 digits): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 2) Team Members (submit separate sheet if necessary)

Team Member #1's Name in English (as shown in HKSAR identity card):

\_\_\_\_\_ (Mr/Miss/Ms\*)

Team Member #1's Name in Chinese (as shown in HKSAR identity card): \_\_\_\_\_

HKID No. (first 4 digits): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Team Member #2's Name in English (as shown in HKSAR identity card):

\_\_\_\_\_ (Mr/Miss/Ms\*)

Team Member #2's Name in Chinese (as shown in HKSAR identity card): \_\_\_\_\_

HKID No. (first 4 digits): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\*delete if inappropriate

I/We come to know this competition through the following channel(s) (can choose more than one option):

Newspaper  Magazine  Website (please specify: \_\_\_\_\_)

Organiser  Other organisations (please specify: \_\_\_\_\_)

Poster/leaflet  Others (please specify: \_\_\_\_\_)

### Declaration

I/We fully agree and accept the terms and conditions in the Competition Document (including Annexes 1 to 3 thereto); and I/we agree to be bound by the decisions made by the Organiser and/or the Jury Panel regarding all aspects of the Competition.

## Personal Information Collection Statement

### Purpose of Collection

1. The personal data provided by the Participant will only be used for the following purposes:
  - (i) registration of Entries and verification of the eligibility of the Participants;
  - (ii) correspondence with the Participants;
  - (iii) announcement of the results of the Competition and award of the prizes relating to the Competition;
  - (iv) identification of the Participants in publishing, printing, display and exhibition of the Entries;
  - (v) enforcement of provisions of the Competition Document and the Deed of Assignment and Undertaking;
  - (vi) other purposes related to the Competition; and
  - (vii) purposes related to the purposes referred to in sub-paragraphs (i) to (v) above.
2. It is obligatory for the Participants to provide the personal data required by this Entry Form.
3. The personal data provided in this form may be disclosed to the Organiser, other HKSARG departments and bureaux, professional institutes and the public for purposes mentioned in paragraph 1 above.

I/We agree to receive updates or promotional materials on other Basic Law promotional activities, including information on future competitions or activities relating to the promotion of the Basic Law, from the Organiser through e-mails and e-newsletters.

- Yes (If the Participant subsequently does not want to receive e-mails or e-newsletters from the Organiser on other Basic Law promotional activities, please inform the Organiser in writing. Contact details of the Organiser are as follows :

Secretariat of the Working Group on Industrial, Commercial and Professional Sectors,  
Basic Law Promotion Steering Committee

(Attn: Mr Billy Wong)

Room 1301, Trade and Industry Department Tower, 700 Nathan Road, Mongkok, Kowloon

Fax : 2317 4852; Email : icpwg@tid.gov.hk)

- No

### Access to Personal Data

Individuals to whom the personal data belongs have the right to access and make correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in the Entry. Enquiries concerning the personal data collected by means of the Entry, including the making of access and corrections, should be addressed to the Organiser in writing at the above set out contact details.

Individual Participant's/Team Leader's Signature : \_\_\_\_\_

Date: \_\_\_\_\_

**All team members of a Team Participant shall sign this Entry Form (submit separate sheet if necessary).**

Team Member #1's Signature #1: \_\_\_\_\_ Date: \_\_\_\_\_

Team Member #2's Signature #2: \_\_\_\_\_ Date: \_\_\_\_\_

## Intellectual Property Rights Licence and Undertaking

Upon submitting an Entry for the Competition, the Participant (including all Team Members in the case of a Team Participant) declares, warrants, agrees and undertakes the following:

1. The Participant has read carefully and understands the Competition Document including any changes announced in the Competition Website as specified in the Competition Document.
2. The Participant declares his eligibility to participate in the Competition and declares that all information stated on the Entry Form is true, accurate and complete.
3. The Participant fully agrees to be bound by the terms and conditions as set out in the Competition Document and all decisions of the Organiser and the Jury Panel of the Competition.
4. Except as otherwise provided in Clause 5 herein, the Participant grants to the HKSARG, its authorised users, assigns and successors-in-title free of all fee a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sublicensable licence in relation to the Entry including all plans, drawings, sketches, statement and all other things in whatever form that the Participant has submitted in the Entry the right to conduct the following:-
  - (i) display, exhibit and/or make available the Entry or any part(s) of the Entry (whether in physical or electronic form) to the public; and
  - (ii) reproduce, adapt, modify, publish and/or publicise the Entry or any part(s) of the Entry in any medium.
5. To the extent that the legal and/or beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the Participant declares and warrants that the relevant legal and/or beneficial owner of the third party Intellectual Property Rights has granted a valid and continuing licence in favour of the Participant for entering the Competition and free of all fee a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sublicensable licence together with an indemnity in favour of the HKSARG and its authorised users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 4 and 8.
6. The Participant agrees and undertakes, in the event that his Entry is selected as one of the Winning Entries as specified in the Competition Document, to assign to the HKSARG the right of ownership and all the Intellectual Property Rights subsisting in the Entry, and to duly execute and provide to the HKSARG the Deed of Assignment and Undertaking in the form set out in **Annex 3** of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party other than the HKSARG. To the extent that the legal and/or beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the Participant shall procure at his own cost that the relevant legal and/or beneficial owner

of the third party Intellectual Property Rights shall grant free of all fee a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sublicensable licence under which the HKSARG and its authorised users, assigns and successors-in-title are entitled to use, copy, make available to the public, adapt and/or modify such component in any projects of the HKSARG.

7. The Participant warrants and undertakes that:
- (i) the Participant has full capacity, power and authority to enter into the Competition and agree to the terms and conditions set out in the Competition Document;
  - (ii) the Entry is original and has never been published before (save and except any component in the Entry of which the legal and/or beneficial ownership of Intellectual Property Rights is vested in a third party) and the use or possession of the Entry by the HKSARG, its authorised users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any person;
  - (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
  - (iv) the Participant is the author of the Entry and is the legal and beneficial owner of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the legal and/or beneficial ownership of Intellectual Property Rights is vested in a third party) and have never assigned or licensed any of such rights to any third party; and
  - (v) the Participant has never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the HKSARG, its authorised users, assigns and successors-in-title of the rights licensed pursuant to the provisions in this Annex.

This provision shall continue in full force and effect without limitation of time.

8. The Participant shall fully indemnify and keep indemnified the HKSARG, its authorised users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the HKSARG, its authorised users, assigns and successors-in-title or which the HKSARG, its authorised users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Annex by the Participant or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any person by the Entry. This provision shall continue in full force and effect without limitation of time.



9. The Participant irrevocably waives and undertakes to procure his employees, consultants, sub-contractors and agents and all other authors to irrevocably waive all moral rights (whether past, present or future) in relation to the Entry in favour of the HKSARG, its authorised users, assigns and successors-in-title, such waiver to take effect upon submission of the Entry. This provision shall continue in full force and effect without limitation of time.
  
10. The Participant agrees that the provisions in this Annex shall bind his permitted assigns, personal representatives and successors-in-title.
  
11. Nothing in this Annex shall be deemed to constitute a partnership between the Participant and the HKSARG, its authorised users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
  
12. For the avoidance of doubt, "Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes, and other intellectual property rights, in each case whether now known or created in future, regardless of whatever nature and wherever arising, and whether registered or unregistered, and including applications for the grant of any such rights.

**Deed of Assignment and Undertaking (applicable only for Participant(s) of Winning Entries)**

To : Government of the Hong Kong Special Administrative Region (“The Assignee”)

(3) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (2) \_\_\_\_\_  
I/We, (1) \_\_\_\_\_, holder(s) of HKID Card No(s)., (1) \_\_\_\_\_  
currently residing at  
(3) \_\_\_\_\_  
(2) \_\_\_\_\_  
(1) \_\_\_\_\_

Hereby (jointly and severally) declare, warrant, agree and undertake on this day of \_\_\_\_\_ as follows :

1. I/We execute this Deed of Assignment and Undertaking pursuant to the terms and conditions of the Competition Document in favour of the Assignee in connection with the 2015 Basic Law Souvenir Design Competition (hereinafter referred to as the “Competition”).
2. I/We hereby assign and transfer absolutely to the Assignee free from any encumbrances the right of ownership and all the Intellectual Property Rights subsisting in the entry including all plans, drawings, sketches, statement and all other things in whatever form which I/we have submitted for the Competition (the entry shall hereinafter be referred to as “the Entry” and the assignment provided in this clause shall hereinafter be referred to as “the Assignment”).
3. To the extent that the legal and/or beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, I/we declare and warrant that the relevant legal and/or beneficial owner of the third party Intellectual Property Rights has granted free of all fee a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sublicensable licence in favour of the Assignee and its authorised users, assigns and successors-in-title for using, copying, making available to the public, adapting and/or modifying such component in any projects of the Assignee together with an indemnity in favour of the Assignee and its authorised users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clause 6.
4. I/We hereby undertake and agree to take all such actions and execute all such documents and deeds as may be required by the Assignee from time to time for the purposes of the Assignment.

5. I/We hereby warrant and undertake that:

- (i) I/we have full capacity, power and authority to enter into this Deed, including but not limited to executing the Assignment pursuant to this Deed;
- (ii) the Entry is original and has never been published before (save and except any component in the Entry of which the legal and/or beneficial ownership of Intellectual Property Rights is vested in a third party) and the use or possession of the Entry by the Assignee, its authorised users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any person;
- (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
- (iv) I/we are the author(s) of the Entry and is/are the legal and beneficial owner(s) of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the legal and/or beneficial ownership of Intellectual Property Rights is vested in a third party) and have never assigned or licensed any of such rights to any third party;
- (v) I/we have never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Assignee, its authorised users, assigns and successors-in-title, of the rights assigned pursuant to this Deed; and
- (vi) I/we shall irrevocably waive and undertake to procure my/our employees, consultants, sub-contractors and agents and all other authors to irrevocably waive all moral rights (whether past, present or future) in relation to the Entry in favour of the Assignee, its authorised users, assigns and successors-in-title, such waiver to take effect upon submission of the Entry.

This provision shall continue in full force and effect without limitation of time.

6. I/We shall fully indemnify and keep indemnified the Assignee, its authorised users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Assignee, its authorised users, assigns and successors-in-title or which the Assignee, its authorised users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Deed by me/us or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any person by the Entry. This provision shall continue in full force and effect without limitation of time.

7. This Deed shall constitute the entire agreement between me/us and the Assignee

(including but not limited to its authorised users, assigns and successor-in-title) concerning the Assignment of the Entry and supersede any prior agreements (whether oral or in writing), letters and other documents in whatever form concerning the same.

8. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.
9. This Deed shall bind and inure to the benefit of the parties and their respective permitted assigns, personal representatives and successors-in-title.
10. Nothing in this Deed shall be deemed to constitute a partnership between me/us and the Assignee, its authorised users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
11. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
12. For the purposes of this Deed, "Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes, and other intellectual property rights, in each case whether now known or created in future, regardless of whatever nature and wherever arising, and whether registered or unregistered, and including applications for the grant of any such rights.

IN WITNESS whereof this Deed has been duly executed on the date above written.

SIGNED, SEALED AND DELIVERED BY

[Name(s) of (members of) the Participant]

[Signature(s) of (members of) the Participant]

(3) \_\_\_\_\_ )

(3) \_\_\_\_\_ affix seal

(2) \_\_\_\_\_ )

(2) \_\_\_\_\_ affix seal

(1) \_\_\_\_\_ )

(1) \_\_\_\_\_ affix seal

SIGNED, SEALED AND DELIVERED

for and on behalf of the Assignee by

[name and appointment of the officer]

[Witness]

in the presence of \_\_\_\_\_

in the presence of \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

End