

Basic Law Souvenir Design Competition 《基本法》紀念品設計比賽

Competition Document
比賽文件

Organiser 主辦單位

Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion
Steering Committee
基本法推廣督導委員會工商專業界工作小組

Secretariat 秘書處



Supporting Organisation 支持機構



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Hong Kong Design Centre

香港設計中心

1. The Competition 比賽

The Competition invites members of the local industrial, commercial and professional sectors to contribute souvenir designs for the promotion of the Basic Law.

The aim of the Competition is to reach out to the audiences of the above-mentioned sectors and to the community at large to stimulate their interest in and enhance their understanding of the Basic Law. 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.

本比賽旨在邀請本地工商專業界的人士提交紀念品設計，以推廣《基本法》。

比賽目的為提高上述界別人士及公眾對《基本法》的興趣及加深他們對《基本法》的認識。主辦單位亦擬委任承包商按照一個或多個優勝作品的設計(如適用)製作成紀念品，作免費派發。

2. The Background 背景資料

Over the years, the HKSARG has been promoting the Basic Law. In order to step up the promotional efforts further, the Government established in January 1998 a Basic Law Promotion 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 Government and in the community.

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 on Industrial, Commercial and Professional Sectors 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.

多年來，香港特別行政區政府一直推廣《基本法》。為了進一步加強推廣《基本法》，香港特別行政區政府於一九九八年一月成立了基本法推廣督導委員會（基廣會）。基廣會由政府官員與非官方成員組成，負責為推廣《基本法》的整體計劃和策略提供意見，並作為組織《基本法》推廣工作的中心點，以協調政府部門和社會上各有關方面所進行的推廣工作。

基廣會決定以不同的形式向五大工作對象推介《基本法》，並成立了五個工作小組。工商專業界工作小組負責制定及推行在工商專業界別間推廣《基本法》的工作計劃，同時亦促進界別間在推廣《基本法》事宜上的合作和交流。

3. The Objectives of the Souvenir Design 紀念品設計目標

The souvenir design should achieve the following :-

- Appealing to the industrial, commercial and professional sectors, embracing the elements of the Basic Law and the 15th anniversary of the establishment of the HKSAR.
- Creative and innovative.
- Highlighting HKSAR's strengths and achievements in the industrial, commercial and professional

sectors under the "one country, two systems" principle.

- Feasible and cost-effective for adapting the design for production of souvenirs for free distribution. Due regard should be given to the size of and the materials used for the souvenir, taking into account the practicality of mass production of the souvenirs.

紀念品設計應達致以下目標:

- 對工商專業界具吸引力，同時亦具有《基本法》和香港特別行政區成立 15 周年的元素。
- 富創意和創新。
- 凸顯在“一國兩制”的方針下，香港在工商專業界取得的優勢和成就。
- 設計須適宜被大量生產成紀念品以作免費派發，並具成本效益。為此，參賽者須考慮紀念品設計的實用性，紀念品的大小及挑選適當的材料。

4. Schedule 時間表

The Schedule of the Competition is set out as follows:

Date	Event
5 July-7 September 2012	Submission of Entries
September-October 2012	Announcement of Results
Late 2012	Prizes presentation ceremony
Late 2012 - 2013	Exhibition of Shortlisted Entries

The Organiser reserves the right to alter the above schedule and this Competition Document.

Details of the Competition can be found at the website of the Competition at http://www.tid.gov.hk/english/smes_industry/industry/blcompetition.html. 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 confirmed and shall be binding upon all participants.

比賽時間表如下:

日期	項目
2012年7月5日至9月7日	遞交參賽作品
2012年9月至10月	公布結果
2012年底	頒獎典禮
2012年底至2013年	參賽入圍作品展覽

主辦單位保留權利修改以上比賽時間表和比賽文件的任何內容。

有關比賽詳細內容，可以登入比賽網址

http://www.tid.gov.hk/tc_chi/smes_industry/industry/blcompetition.html。參賽者應時常瀏覽比賽網址查閱有關比賽的最新信息或變更(包括比賽文件及規則的更改及其他一切事項)。所有在比賽網址上的宣布、信息或更改將被視為有效及具有約束力。

5. Entry Submission and Enquiries 提交參賽作品及查詢方法

For the purpose of this Competition Document:

“Participant” means an Individual Participant or a Team Participant in the Competition; and

“Entry” means all deliverables submitted by a Participant in accordance with paragraph 7 of this Competition Document.

Entries should be sent by post to the following address between 5 July 2012 to 7 September 2012 :

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

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.

A sealed opaque envelope clearly marked with “Basic Law Souvenir Design Competition” enclosing a duly completed and signed Entry Form (**Annex 1**) should be stuck at the back of the Entry. In the case of a Team Participant, all team members are required to sign the Entry Form.

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.

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.

在此比賽文件中：

“參賽者”指本比賽的個人參賽者或小組參賽者；及

“參賽作品”指所有參賽者根據本文件的第7段所提交的參賽作品。

參賽作品須於2012年7月5日至2012年9月7日期間郵寄至以下地址：

九龍旺角彌敦道700號

工業貿易署大樓1301室

基本法推廣督導委員會工商專業界工作小組秘書處

(經辦：黃志文先生)

逾時呈交作品概不受理。主辦單位及評審委員會將不承擔任何郵寄文件在郵寄中遺失或誤送之責任。

請將填妥及簽署的參加表格(附件一)放入一個密封、不透明的信封內，再將密封的信封貼於作品背後，信封面註明“《基本法》紀念品設計比賽”。若是小組參賽者，全體組員需在參加表格上簽署。

參賽者會被視為已聲明參賽表格中提供的所有資料皆為正確屬實及完整。主辦單位有權因為參賽者所提交的參賽表格包含不正確或不完整的資料而取消作品的參賽資格。

參賽者如對本比賽有任何查詢，請聯絡基本法推廣督導委員會工商專業界工作小組秘書處黃志文先生(電話：3403 6047)。

6. Entry Requirements 參賽要求

The Competition is a local competition open to individuals from the industrial, commercial and professional sectors. Collaborative entries (i.e. as a Team Participant) are permitted and the members shall nominate a team leader on the Entry Form (**Annex 1**).

An Individual Participant and the team leader in the case of a Team Participant, must be a Hong Kong resident holding valid Hong Kong identity card and being: (a) an employee employed by a company or organisation under the Employment Ordinance; (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. Other Hong Kong residents holding valid Hong Kong Identity Cards may also participate in the Competition in collaboration with individuals who satisfy the aforementioned requirements.

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

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

本比賽公開予本港工商專業界人士參與。比賽容許以小組合作形式參加，惟所有隊員須推選一位隊長，並於參加表格(附件一)上顯示。

個人參賽者或小組參賽者之隊長須為持有有效香港身份證的香港居民，並且須為：(a)根據《僱傭條例》受僱於任何公司或機構的僱員；或(b)持有有效商業登記證的獨資經營者；或(c)持有有效商

業登記證的合夥經營商號的合夥人。其他持有有效香港身份證的香港居民亦可聯同符合上述資格的人士以小組形式參加比賽。

為免生疑問，小組參賽者的所有隊員都應以個人身份參與。

如有需要，主辦單位有權要求參賽者提交有關文件，以證明其符合參賽資格。

7. Deliverables 參賽作品規格

Entries shall comprise:

- (1) Design drawings to be made on not more than three pieces of A3 (297 mm x 420 mm) size paper, with clear illustration on the appearance, dimensions, special features and design elements of the souvenir. Materials to be used for production of the souvenir should also be specified.
- (2) A statement, written in not more than 300 words in either Chinese or English and printed on A4 size paper, to explain the design concepts of the souvenir and the cost-effectiveness in adapting the design for production.
- (3) A CD-ROM containing an electronic version of item (1) above in a high resolution jpeg format and item (2) above in doc format.
- (4) A sealed opaque envelope clearly marked with "Basic Law Souvenir Design Competition" enclosing a duly completed and signed Entry Form (**Annex 1**) (see paragraph 5 above).

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

參賽作品須包括：

- (1) 不多於三張 A3 尺寸(297 毫米 x 420 毫米)的設計圖樣，清楚表達紀念品的外觀、尺寸、特色及其主要設計元素，並詳述紀念品所用的物料。
- (2) 附上 A4 紙的設計意念說明，以不多於三百字中文或英文簡介作品的構思、設計概念，及其生產的成本效益。
- (3) 附上一張載有參賽作品的電子版本的光碟。該光碟須以高像素的 jpeg 檔案記錄上述分項(1)的內容及以 doc 檔案載述分項(2)。
- (4) 附上一個密封、不透明的信封，把填妥及已簽署的參加表格(附件一)放在其中，並於信封封面註明“《基本法》紀念品設計比賽”(詳情可參閱本文件第5段)。

所有提交參賽作品的費用由參賽者負擔，而所有已提交的參賽作品概不退還。

8. The Jury Panel 評審委員會

Entries shall be adjudicated by a Jury Panel composed of the members of the Working Group of the Industrial, Commercial and Professional Sectors under the Steering Committee of Basic Law Promotion or other persons co-opted by the Organiser, which may include design experts. The Organiser may change the composition of the Jury Panel without prior notice.

所有作品由評審委員會裁決，評審委員會由基本法推廣督導委員會工商專業界工作小組成員組成，亦可加入其他由主辦單位推選的人士，包括設計專業人士。主辦單位可以更改評審委員會的組成，而不會另行通知。

9. Anonymity of Entries 參賽作品不得記名

Entry materials specified in items (1) to (3) in paragraph 7 shall be kept anonymous. No mark of any sorts, which can identify the Participants, shall be made on any of the entry materials.

The adjudication of all Entries to the Competition will be carried out anonymously.

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.

本文件第7段分項(1)至(3)指定提交的參賽物料需保持不記名。任何提交的參賽物料均不可出現任何可識別參賽者身份的記認。

所有參賽作品將以不記名形式進行評審。

主辦單位保留在比賽結果公布後以任何形式公開、展示或發表參賽作品的權利。

10. Intellectual Property Rights 知識產權

"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 whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.

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**.

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.

「知識產權」指專利、商標、服務標記、營商名稱、外觀設計權、版權、域名、數據庫權、工業知識、新發明、設計或方法的權利，以及其他知識產權權利，不論是否現已為人所知或在未來產生（不論任何性質及是在何處產生），包括各種已註冊或未經註冊的權利，以及包括任何該等權利的授與的申請。

參賽者提交參賽作品及簽署參加表格時，所有列於附件一及附件二上的條款將成為有約束力的承諾。

在香港特別行政區政府提出要求後，得獎者必須履行簽署附件三的轉讓契約及承諾書。

11. Assessment Guidelines 評審指引

All Entries will be judged in accordance with the broad assessment guidelines as interpreted by the

Jury Panel. The broad assessment guidelines are :

- How well the Entry addresses the objectives (see paragraph 3 above)
- Aesthetics
- Effectiveness of the Entry design in promoting Basic Law

The decisions of the Jury shall be final and binding on all parties concerned and decisions cannot be appealed against. Participants do not have the right to request for access to the Jury Panel's comments or records on the adjudication.

所有作品將根據評審委員會對概括性評審指引之理解進行評審。該些概括性評審指引包括：

- 參賽作品能否切合設計目標（請參閱本文件第 3 段）
- 美感
- 參賽設計在推廣《基本法》上的效用

評審委員會擁有最終決定權，任何人不得異議。參賽者無權要求取得評審委員會的任何記錄。

12. Prizes and Results 比賽結果與獎項

Three Winning Entries and two Merit Entries will be selected. The results of the Competition will be publicly announced in the Prize 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 1st Prize
	HK\$5,000 Cash Coupon for the 2nd Prize
	HK\$3,000 Cash Coupon for the 3rd Prize
2 Merit Entries	Each HK\$1,000 Cash Coupon

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.

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 Participant (including all team members) of the Winning Entry or Merit Entry and for all purposes.

The submission of the duly executed Deed of Assignment and Undertaking referred to in paragraph 10 above shall be a condition precedent to the award of the relevant prize to the Participant of a Winning Entry.

比賽將選出3名優勝作品及2名優異作品。比賽結果將會於頒獎典禮中公布並將透過比賽網址發布，得獎者將收到主辦單位的通知。得獎者可獲獎項如下：-

優勝作品(3名) 第一名可獲得港幣20,000元現金券
第二名可獲得港幣5,000元現金券
第三名可獲得港幣3,000元現金券

優異作品(2名) 各可獲得港幣1,000元現金券

如果評審委員會裁定參賽作品未符合應有水平，主辦單位將保留不頒發上述任何一項獎項的權利。

若以小組參賽，全數獎金將付予隊長，該獎金將被視為應付予得獎者（包括所有小組隊員）的全數獎金。

優勝作品的得獎者需履行簽署本文件第10段所指的轉讓契約及承諾書，此乃頒發任何獎項的先決條件。

13. Exhibition and Publication of Entries 參賽作品的展覽及印刷

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.

主辦單位有權以任何形式公開、展覽宣傳參賽作品或其任何部分，並可出版報告，記述比賽活動及部分參賽作品。

14. Implementation of the Winning Entries 得獎作品的採用

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.

香港特別行政區政府擬在將來安排製作及派發紀念品時，採用一個或多個優勝作品的設計概念，其中或會或不會進行任何修訂。

15. Remuneration 報酬

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.

除頒發給優勝或優異作品得獎者的獎項外，所有參賽者將不會因參賽而獲得其他任何報酬、付款或賠償。

16. Language and Time 比賽語文和時間

Entries shall be made in English or Chinese.

Throughout the course of the Competition, time mentioned in the Competition Document shall be Hong Kong time.

提交的參賽作品必須以中文或英文擬備。

在整個比賽過程中，主辦單位發出的比賽資料文件所提及的時間，概以香港時間計算。

17. Reservation 保留權利

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.

香港特別行政區政府沒有責任必須在將來製作及派發紀念品中採納任何優勝作品的設計概念。

18. Compliance 比賽規例要求

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.

任何參賽者若未能依循本比賽文件之要求、規則和條例，將有可能被取消參賽資格。主辦單位有絕對權決定取消任何作品的參賽資格，任何人不得異議。

19. Disclaimers 免責聲明

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.

對於任何參賽作品之錯誤、損壞、損毀、遺失、遲誤、不完整、難以辨識、誤送、或因此項比賽而產生或與之相關的任何損失或損壞，不論是否由於主辦單位、評審委員會或其工作人員的行為、遺漏或疏忽而造成，及儘管有關人士或已獲告知出現此類損失或損壞的可能性，主辦單位及評審委員會概不向任何人士負責或承擔責任。主辦單位保留權利取消、修改或中止此項比賽，參賽者將無權要求任何賠償。

20. Jurisdiction 爭議裁決權

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 Hong Kong Special Administrative Region. The Organiser and the Participants shall submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

主辦單位對與比賽有關的任何爭議擁有最終裁決權，任何人不得異議。本比賽文件受香港特別行政區法律制約及解釋，主辦單位與參賽者亦須接受香港特別行政區法院的非專屬管轄權管轄。

21. Severability 可分割性

If any provision herein is determined to be illegal or unenforceable by any court of competent jurisdiction or arbitrator, such provision shall be deemed to have been deleted without affecting the remaining provisions of the Competition.

如果本比賽文件的任何條文被裁定為非法或無法執行，該條文應被視為可與其餘部分分割，而不影響其餘部分的有效性和可執行性。

22. General Provisions 一般條文

In this Competition Document unless the context otherwise requires:

- (i) words importing the singular number shall include the plural and vice versa;
- (ii) words importing any particular gender shall include all other genders; and
- (iii) words importing the whole shall be treated as including a reference to any part of the whole.

除文意另有所指外，本比賽文件內：

- (一) 具單數含義的詞語須包括雙數含義，反之亦然；
- (二) 意指某一性別的詞語須詮釋為包括其他所有性別；以及
- (三) 有「全體」含義的詞語須詮釋為包括「全體中的任何部分」。

Basic Law Souvenir Design Competition**《基本法》紀念品設計比賽****1) Participant's Particulars 參賽者資料****(Individual Participant or the team leader of a Team Participant 個人參賽者或小組參賽者之隊長)**

Name 姓名: _____ (Mr / Miss / Ms*) (先生 / 小姐 / 女士*)

HKID No. (first 4 digits) 香港身份證號碼 (首4個號碼): _____

Telephone No. 聯絡電話: _____ Facsimile 傳真: _____

Postal Address 郵寄地址: _____

Email Address 電郵地址: _____

2) Team Members 其他參賽隊員 (submit separate sheet if necessary 如有需要, 可另加附頁)

Team Member #1's Name #1參賽隊員姓名: _____ (Mr/Miss/Ms*) (先生/小姐/女士*)

HKID No. (first 4 digits) 香港身份證號碼 (首4個號碼): _____

Telephone No. 聯絡電話: _____ Email Address 電郵地址: _____

Postal Address 郵寄地址: _____

Team Member #2's Name #2參賽隊員姓名: _____ (Mr/Miss/Ms*) (先生/小姐/女士*)

HKID No. (first 4 digits) 香港身份證號碼 (首4個號碼): _____

Telephone No. 聯絡電話: _____ Email Address 電郵地址: _____

Postal Address 郵寄地址: _____

*delete if inappropriate *請刪去不適用者

Declaration 聲明

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

本人/我們全體完全同意及接受比賽文件(包括附件一至三)內所訂的條款與條件, 並接受主辦單位及/或評審委員會就比賽所有方面所作的決定。

Personal Information Collection Statement 收集個人資料聲明**Purpose of Collection**

1. The personal data provided by means of this Entry Form will 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 Government departments and bureaux, professional institutes and the public for purposes mentioned in paragraph 1 above.

收集目的

1. 比賽參加表格內所提供的一切個人資料，只供作以下用途:

- (i) 登記參賽作品及核實參賽者的參賽資格；
- (ii) 與參賽者通訊；
- (iii) 公布比賽結果及頒發獎項；
- (iv) 在出版、印刷、展覽及宣傳參賽作品事宜上辨認參賽者；
- (v) 執行比賽文件和轉讓契約及承諾書；
- (vi) 與比賽有關的其他用途；以及
- (vii) 以上分段 (i)至(v)所述的相關用途。

2. 參賽者必須根據參加表格的要求提供個人資料。

3. 爲了執行第1段所述的目的，參賽者在本參加表格內提供的個人資料或會轉交主辦單位、其他政府部門和決策局、專業學會或協會及公眾。

Access to Personal Data 查閱個人資料

You have a right to request access to and correction of your personal data provided in your Entry in accordance with the Personal Data (Privacy) Ordinance (Cap.486). Should you need to exercise the right, you should make your request in writing to the Organiser.

根據《個人資料(私隱)條例》(第 486 章)，閣下有權查閱及更正你在參加表格內所填報的個人資料。如有需要，請以書面形式向主辦單位提出要求。

Participant's Signature 參賽者簽署: _____ Date 日期: _____

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

小組參賽者之所有參賽隊員須在本參加表格簽署 (如有需要，可另加附頁)。

Team Member #1's Signature #1 參賽隊員簽署: _____ Date 日期: _____

Team Member #2's Signature #2 參賽隊員簽署: _____ Date 日期: _____

Licence and Undertaking

(此附件二只設英文版)

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 for the Basic Law Souvenir Design Competition (hereinafter referred to as "the Competition") 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 Government of the Hong Kong Special Administrative Region ("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 and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "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, publish and/or publicise the Entry or any part(s) of the Entry in any medium.

5. To the extent that 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 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 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 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 authorized users, assigns and successors-in-title are entitled to use, adapt and/or modify the component of his Entry in any projects.

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 and the use or possession of which by the HKSARG, its authorised users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any party;

(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 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 party by the Entry. This provision shall continue in full force and effect without limitation of time.

9. The Participant waives and undertakes to procure his employees, consultants, sub-contractors and

agents and all other authors to waive all moral rights (whether past, present or future) in relation to the Entry in favour of the HKSARG, such waiver to take effect upon creation 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 whether now known or created in future (of whatever nature and wherever arising) and in each case 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)

(此附件三只設英文版)

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 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 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 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 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, adapting and/or modifying the relevant component of my/our Entry in any projects 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 and the use or possession by the Assignee, its authorised users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any party;
- (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 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 waive and undertake to procure my/our employees, consultants, sub-contractors and agents and all other authors to waive all moral rights (whether past, present or future) in relation to the Entry in favour of the Assignee, such waiver to take effect upon creation 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 party 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 non-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 whether now known or created in future (of whatever nature and wherever arising) and in each case 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: _____

Occupation: _____

Address: _____

Address: _____

End.