



File Ref. : SME/119  
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15 October 2010

To : Organisations and Companies from the  
Industrial, Commercial and Professional Sectors

### **Basic Law Photo Competition**

The Working Group on Industrial, Commercial and Professional Sectors (ICPWG) under the Basic Law Promotion Steering Committee (BLPSC) is organising a Basic Law photo competition which aims to enhance the understanding of the Basic Law among the above-mentioned sectors. We are pleased to invite your organisation/company to participate in the competition.

2. Details of the photo competition are in Annex I. Interested organisations/companies should send the duly completed application form (Annex II) together with the photo by post to the Secretariat (Secretariat of Working Group on Industrial, Commercial and Professional Sectors, Room 1301, Trade and Industry Department Tower, 700 Nathan Road, Kowloon) **on or before 15 January 2011 (Saturday)**.

3. The awards presentation ceremony will, tentatively, be held in the first quarter of 2011. Winning organisations/companies will be awarded with cash prizes. The winning photos will also be displayed on related promotional materials.

4. The BLPSC was set up by the Government in 1998 to provide the necessary steer on the overall programme and strategy for promoting the Basic Law, and the Trade and Industry Department provides secretariat support to the ICPWG. For further information about the BLPSC and ICPWG, please visit [http://www.info.gov.hk/basic\\_law](http://www.info.gov.hk/basic_law). For enquiries about the competition, please contact Mr Billy Wong at 3403 6047/2398 5551.

(Mr Billy Wong)  
Secretariat of the Working Group  
on Industrial, Commercial and Professional Sectors,  
Basic Law Promotion Steering Committee

**Encl.**

### Outline of Basic Law Photo Competition

|                              |  |
|------------------------------|--|
| <b>Organiser</b>             | Working Group on Industrial, Commercial and Professional Sectors (Working Group) under the Basic Law Promotion Steering Committee  |
| <b>Objective</b>             | To enhance the understanding of the Basic Law among the industrial, commercial and professional sectors (the sectors)  |
| <b>Time Schedule</b>         | <ul style="list-style-type: none"> <li>• Call for Entries : 15 October 2010 to 15 January 2011</li> <li>• Deadline for Application : 15 January 2011 {Note: the postmark will be deemed as the application date.}</li> </ul>   |
| <b>Entry</b>                 | <ul style="list-style-type: none"> <li>• Content of photo : relationship between Basic Law and the development of the sectors</li> <li>• Size of photo : 8R</li> <li>• Description of photo : textual explanation of the photo content by not more than 200 words</li> </ul> |
| <b>Judging Criteria</b>      | <ul style="list-style-type: none"> <li>• Creativity (50%)</li> <li>• Entrant's/Author's knowledge of the Basic Law (30%)</li> <li>• Relationship of the photo with the sectors (20%)</li> </ul>  |
| <b>Judging Panel</b>         | Working Group Members (may include photography experts)  |
| <b>Eligibility for Entry</b> | <ul style="list-style-type: none"> <li>• Entries to be made by organisations / companies</li> <li>• No restriction on number of photos to be entered by each organisation or company</li> </ul>  |
| <b>Entry Fee</b>             | Nil  |
| <b>Prizes</b>                | <ul style="list-style-type: none"> <li>• Winner : HK\$6,000</li> <li>• First runner-up : HK\$4,000</li> <li>• Second runner-up : HK\$2,000</li> <li>• Merit Awardees (maximum of 10) : HK\$500 each</li> </ul>   |
| <b>Terms and Conditions</b>  | Details are at the Appendix to the Basic Law Photo Competition Application Form. The Application Form is now attached at Annex II.   |

**Basic Law Photo Competition Application Form**

- Before submission of the Application Form, the Entrant and the Author shall carefully read the Terms and Conditions set out at the Appendix to this Application Form.
- Please send, by post, the duly completed application form with one entry (one 8R photo) to the Secretariat of the Working Group on or before 15 January 2011 (Saturday). Please also write the Entrant (Organisation/Company)'s name in block letters on the back side of the photo.
- Each application form should attach one Entry only and contain a textual description of no more than 200 words.

|                       |          |  |
|-----------------------|----------|--|
| <b>To</b>             | <b>:</b> | <b>Secretariat of the Working Group on Industrial, Commercial and Professional Sectors, Basic Law Promotion Steering Committee<br/>Attn: Mr Billy Wong</b> |
| <b>Postal Address</b> | <b>:</b> | <b>Room 1301, Trade and Industry Department Tower,<br/>700 Nathan Road, Kowloon</b>  |

**Please explain the content of the photo (i.e. relationship between Basic Law and the development of the industrial, commercial and professional sectors in Hong Kong) in not more than 200 words.**

We, the organisation/company submitting the application form (“Entrant”) and the person who takes the photo (“Author”), have carefully read and accepted all the terms, conditions and rules set out at the Terms and Conditions available at the Appendix to this Application Form. We, the Entrant and the Author, have also agreed and accepted that the Organiser reserves the right to disqualify any winner and to withdraw or revoke any award so granted, without entitling the winner to any compensation therefor. We, the Entrant and the Author, have henceforth signed underneath.

Name of Organisation/Company : \_\_\_\_\_

Business Registration No. of Organisation/Company : \_\_\_\_\_

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

Fax No. : \_\_\_\_\_

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

Chop of Organisation/Company and Name and Signature of Director, Partner, Sole Proprietor or Duly Authorised Person of Organisation/Company : \_\_\_\_\_

Author’s Name : \_\_\_\_\_

Author’s Hong Kong Identity Card No. : \_\_\_\_\_

Author’s Position in Organisation/Company : \_\_\_\_\_

Author’s Signature : \_\_\_\_\_

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

## **Terms and Conditions for Basic Law Photo Competition (“the Terms and Conditions”)**

### **Whereas**

A. The Government of Hong Kong Special Administrative Region (“the Organiser”) intends to organise a “Basic Law Photo Competition” (“the Competition”) for selection of photos to be awarded prizes from the photos attached to application forms submitted by entrants and intends to accept application forms submitted by the Entrant in accordance with the terms, conditions and rules as provided in the Terms and Conditions; and

B. An organisation/company from the industrial, commercial and professional sectors whose name is filled in the application form (“Entrant”) submits an application form to the Organiser and intends to enter into the Competition to compete for the prizes in accordance with the terms, conditions and rules set out in the Terms and Conditions; and

C. The person who takes the photo (“the Author”) intends to enter the photo (“Entry”) into the Competition in accordance with the terms, conditions and rules set out in the Terms and Conditions.

Therefore, the Organiser, the Entrant and the Author hereby agree as follows:

### **Submission of Application Form**

1.1 By submitting an application form to the Organiser, the Entrant and the Author jointly and severally agree to abide by the terms, conditions and rules set out in the Terms and Conditions.

### **Prize**

2.1 The Organiser shall select a winner, a first runner-up and a second runner-up from the Entrants which will be awarded HK\$6,000, HK\$4,000 and HK\$2,000 in cash respectively.

2.2 The Organiser shall select not more than ten merit awardees from the Entrants and each awarded HK\$500 in cash.

### **Eligibility**

3.1 An Entrant holding a valid Business Registration or other documentary proof of its identity shall be an eligible entrant (“Eligible Entrant”) which is entitled to enter into the Competition by submission of a completed application form to the Organiser. An Author having a valid Hong Kong Identity Card and being (a) an employee of the Entrant employed under the Employment Ordinance who designs, creates and produces the Entry for the Entrant in the course of his/her employment; or (b) a sole proprietor under a sole proprietorship who designs, creates and produces the Entry; or (c) a partner under a partnership who designs, creates and produces the Entry shall be an Eligible Author (“Eligible Author”).

### **Entrance Requirement**

4.1 The Entrant shall complete and submit the application form together with the Entry by post to the Organiser on or before 15 January 2011 (“Closing Date”). The Organiser may reject all application forms which are submitted after the Closing Date. For application forms returned by post, the postmark will be deemed as the application date.

4.2 The Organiser may reject an application form submitted by an Entrant if:

(a) the Entrant is not an Eligible Entrant; or (b) the Author is not an Eligible Author; or (c) the submitted application form is incomplete or, (d) the information provided in the submitted application form is untrue or incorrect.

4.3 Notwithstanding anything provided otherwise in the Terms and Conditions, if an application form submitted by the Entrant is rejected by the Organiser in accordance with any terms, conditions and rules in the Terms and Conditions, the application form will not be judged by the adjudication panel in the Competition.

4.4 The Entrant may submit unlimited number of application forms for the Competition free of charge but each application form should contain one Entry only.

4.5 Notwithstanding anything provided otherwise in the Terms and Conditions, the Entrant shall be solely responsible for all costs and expenses related to submission of an application form and the Entry and the costs and expenses related to the Entry attached to the application form submitted by the Entrant.

### **Photo**

5.1 The Entrant and the Author shall jointly and severally ensure and undertake that:

5.1.1 Each completed application form submitted by the Entrant should contain a textual description of the Entry (an 8R photo) in no more than 200 words, explaining its linkage to the Basic Law and the development of the industrial, commercial and professional sectors in Hong Kong.

5.1.2 The completed application form and the Entry submitted by the Entrant do not contain anything illegal, pornographic, degrading, defamatory or abusive to any person.

5.2 The Organiser may reject an application form and the Entry submitted by the Entrant if the requirement set out in clauses 5.1.1 and 5.1.2 is not fulfilled.

### **Judging Criteria and Process**

6.1 Each photo submitted for entry of the Competition will be judged by the adjudication panel established by the Working Group on Industrial, Commercial and Professional Sectors under the Basic Law Promotion Steering Committee according to the following judging criteria and weightings:

(a) creativity of the photo (50%)

(b) the Entrant's/Author's knowledge of the Basic Law (30%)

(c) relationship of the photo with the industrial, commercial and professional sectors in Hong Kong (20%)

6.2 The Organiser has the right to request the Entrant and the Author to submit to the Organiser any documents and deeds to be signed by the Entrant and the Author for the protection of the Intellectual Property Rights of the Organiser ("Document and deed required by the Organiser") in the form and manner and within a period of time as specified by the Organiser. The provisions of this Clause 6.2 shall survive the termination of the Terms and Conditions.

6.3 Notwithstanding anything provided otherwise in the Terms and Conditions, if the Entrant and the Author fail to submit all Document and deed required by the Organiser in the form and manner within the time as specified by the Organiser in accordance with clause 6.2 of the Terms and Conditions; the Organiser may refuse to judge the Entry.

6.4 Notwithstanding anything provided otherwise in the Terms and Conditions, the Organiser reserves the right to make final decisions in adjudication including but not limited to terminating the Competition without selection of any photo or selecting any photo submitted by an Eligible Entrant to be entitled to prizes set out in Clauses 2.1 or 2.2.

### **Intellectual Property Rights**

7.1 The Entrant hereby grants the Organiser, its authorised users, assigns and successors-in-title an exclusive, perpetual, royalty-free, irrevocable, worldwide, transferable and sub-licensable licence, for any purposes whatsoever (whether related to and/or contemplated by the Terms and Conditions), to exercise any and all Intellectual Property Rights in the Entry.

7.2 The Author hereby irrevocably waives all moral rights (whether past, present or future) in the Entry submitted by the Entrant, such waiver to take effect upon submission of the Entry submitted by the Entrant. Such waiver shall operate in favour of the Organiser, its authorised users assigns and successors-in-title as from the submission of such application form and Entry.

7.3 In the Terms and Conditions, "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 of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

7.4 The provisions of this Clause 7 shall survive the termination of the Terms and Conditions.

### **Disclaimer**

8.1 The Organiser assumes no responsibility whatsoever for the contents of the Entry submitted by the Entrant for the Competition or any liabilities arising therefrom. Any disputes arising from the Entry submitted by the Entrant for the Competition, including but not limited to Intellectual Property Rights infringement claims, shall be resolved between the parties concerned without involvement of the Organiser. If a claim is made against the Organiser which arises from or relates to the Entry submitted by the Entrant for the Competition, including but not limited to Intellectual Property Rights infringement claim, the Entrant and the Author jointly and severally undertake that he/she will give the Organiser all necessary assistance as may be required by the Organiser in connection with such claim. The Entrant and the Author shall jointly and severally indemnify and keep the Organiser fully and effectively indemnified against all actions, costs, claims, demands, damage, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by or on behalf of the Entrant and the Author, jointly and severally) and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the use or possession of the Entry is improper or unlawful or infringes any Intellectual Property Rights of a third party. This indemnity shall survive the expiry or termination of the Competition and the Terms and Conditions and shall continue in full force and effect notwithstanding such expiry or termination.

8.2 The Organiser will not under any circumstances be liable to the Entrant and the Author for any costs, expenses, loss or damage whatsoever arising out of or in connection with the Competition irrespective of whether the Organiser actually proceeds with the Competition.

## **Personal Data**

9.1 The personal data provided by the Entrant and the Author in the application form will be used for the purposes of identification of the Entrant and the Author and other purposes related to the Competition, and may be transferred to any government departments and/or other organisations or agencies authorised to process the information.

9.2 Requests for access or correction of personal data of the Entrant or the Author held by the Organiser and collected from the application form submitted by the Entrant shall be sent to the Organiser in writing.

## **Warranty**

10.1 The Entrant and the Author jointly and severally warrant to the Organiser that:

(a) the Entrant and the Author have the full capacity power and authority to enter into the Terms and Conditions including without limitation the grant of the rights referred to in the Terms and Conditions; (b) the information provided in the application form is true and correct; (c) the Entry submitted by the Entrant shall be original works created, developed or made by the Author for the Competition and has never been published before; (d) the submission of an application form and the Entry contained in the application form by the Entrant and the use or possession by the Organiser and its authorised users of the Entry for any purposes (whether contemplated by the Terms and Conditions or not) does not and will not infringe any Intellectual Property Rights of any party; (e) the exercise by the Organiser, its authorised users, assigns and successors-in-title of any of the rights granted under the Terms and Conditions will not infringe any Intellectual Property Rights of any party; and (f) the Author is the sole author of the Entry contained in the application form and the Entrant is the sole and absolute legal and beneficial owner of all Intellectual Property Rights subsisting in the same, which is free from any incumbrances, and has never assigned or licensed any of the rights to any third party; and (g) the Entrant and the Author have never entered into and shall not enter into any arrangements which may inhibit or restrict the exercise by the Organiser of the rights granted under the Terms and Conditions.

10.2 The provisions of this Clause 10 shall survive the termination of the Terms and Conditions.

## **Undertaking and Indemnity**

11.1 The Entrant and the Author jointly and severally undertake that he/she will give the Organiser all necessary assistance as may be required by the Organiser in connection with a claim which is made against the Organiser which arises from or relates to the Entry submitted by the Entrant for the Competition, including but not limited to Intellectual Property Rights infringement claim and shall indemnify and keep the Organiser fully and effectively indemnified against all actions, costs, claims, demands, damage, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by or on behalf of the Entrant and the Author, jointly and severally) and liabilities of whatsoever nature arising out of or in connection with (i) any allegation and/or claim that the use of any artistic, literary or other work arising out of the use in any manner whatsoever by the Organiser of the Entry submitted by the Entrant for the Competition is improper or unlawful or infringes any Intellectual Property Rights of a third party and (ii) any breach of the undertakings and warranties under Clause 10.

11.2 The Entrant and the Author shall jointly and severally indemnify and keep indemnified the Organiser against all claims, actions, proceedings, liabilities, demands, charges, damages, costs, losses or expenses in respect of personal injury, death, losses or damages arising out of or resulting from the performance or attempted performance of the Terms and Conditions to the extent that the same are or have been caused by any negligent or reckless conduct, wilful misconduct, omission, defamation, breach of statutory duty or breach of the Terms and Conditions by the Entrant or the Author.

11.3 Without prejudice to any rights or remedies the Organiser may have, the Organiser shall be entitled to off-set or deduct any monies relating to in Clauses 11.1 and 11.2 from any monies which the Organiser may owe to the Entrant and claim for any outstanding balance from the Entrant.

11.4 The provisions of this Clause 11 shall survive the termination of the Terms and Conditions.

## **Waiver**

12.1 No failure or delay by any party in exercising any right, power or remedy available under the Terms and Conditions or in law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach by the other party(ies) of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

## **Variation**

13.1 The Organiser has the right to cancel, terminate, modify or suspend the Competition and the right to modify any terms, conditions and rules in the Terms and Conditions unilaterally for any reasons at any time that the Organiser deems fit.

### **Relationship of the Parties**

14.1 Nothing in the Terms and Conditions shall be deemed to constitute a partnership between the Organiser and the Entrant or the Author, or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee. The Entrant and the Author entering into the Terms and Conditions with the Organiser shall not represent himself as an employee, servant, agent or partner of the Organiser.

### **Termination**

15.1 If the Entrant and the Author has jointly and severally breached any terms or conditions of the Terms and Conditions, the Organiser may, without prejudice to its accrued rights and actions against the Entrant or the Author, terminate the Terms and Conditions by sending the Entrant a notice in writing. In such event, the Organiser is under no further obligation to the Entrant or the Author under the Terms and Conditions without thereby releasing the Entrant and the Author from any of his obligations or liabilities under the Terms and Conditions, or affecting the rights and powers conferred upon the Organiser by the Terms and Conditions.

15.2 The Organiser may at any time or times prior to the completion of the Competition at its option suspend or terminate the Competition and/or the Terms and Conditions by sending a notice in writing to the Entrant according to information submitted in the application form.

15.3 If the Terms and Conditions is terminated prior to completion of the Competition in accordance with the Terms and Conditions, the Organiser may continue the Competition and the Organiser may continue to use the application form and the Entry contained in the application form submitted by an Entrant for the Competition in accordance with the Terms and Conditions.

15.4 The provisions of clause 15.3 shall survive the termination of the Terms and Conditions.

### **Use of the Organiser's Name**

16.1 The Entrant and the Author agree jointly and severally not to use the Organiser's name in any document, publication, advertisements or publicity materials without the prior written consent of the Organiser.

### **Severability**

17.1 If any provision of the Terms and Conditions or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of the Terms and Conditions and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of the Terms and Conditions shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.

### **Proper Law**

18.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. The Entrant, the Author and the Organiser agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

### **Set-off**

19.1 Where the Entrant has incurred any liability to the Organiser, whether at law or in equity and whether such liability is liquidated or unliquidated, the Organiser may, without prejudice to any rights or remedies the Organiser may have, set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Organiser to the Entrant under the Terms and Conditions or any other contracts.

### **Entire Agreement**

20.1 The Terms and Conditions constitutes the entire agreement between the parties as to its subject matter and in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by any party.

20.2 In case of any conflict, inconsistency or repugnance between the Chinese and English versions of the Terms and Conditions, the Chinese version shall prevail.

### **Execution of Further Documents**

21.1 The Entrant shall at its own costs and expense do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Organiser to give full effect to Clauses 7 (Intellectual Property Rights), Clause 8 (Disclaimer), Clause 10 (Warranty), and Clause 11 (Undertaking and Indemnity) and shall provide all such documents and materials to the Organiser within 14 days of the date of the Organiser's written request or such longer period as may be agreed by the Organiser in writing. This Clause 21.1 shall survive the termination of the Terms and Conditions.