

## 附件甲 ANNEX A

# 《拍·歷東涌》「東涌新市鎮擴展 - 2017前傳」攝影比賽 “Capture and Experience Tung Chung - Prequel to Tung Chung New Town Extension 2017” Photo Competition 參加表格 Entry Form

參賽者必須填妥此表格之參賽者及參賽作品資料。主辦機構有權不接受資料不全的參賽作品。

Participants must complete the Participant's Particulars and Information of Entries on this form. Entry without submission of the complete information may not be accepted by the Organiser.

## 參賽者資料 Participant's Particulars (必須填寫所有欄目 All fields are mandatory)

姓名 Name: (中Chinese) (請依照請依照香港身份證或其他身份證明文件填寫) (先生 / 小姐 / 女士\*)  
(英English) (As shown on HKID or other proof of identity) (Mr/ Miss / Ms\*)

聯絡電話 Contact No.:

電郵地址 Email Address:

年齡 Age:

<18

18- 29

30-39

40-49

50-59

≥60

郵寄地址 Postal Address:

參賽組別 Entry Categories:

公開組 Open Group

學生組 Student Group

請註明學校名稱 Please specify school name

\*請在適當方格內填上「✓」號

Please tick the appropriate box

十八歲以下參賽者，其家長或監護人(十八歲或以上)須簽署附件乙之參賽者聲明，連同此參加表格交回。

For a Participant aged under 18, his/her parent or guardian (aged 18 or above) must sign the Declaration by Participants in Annex B and return it with this Entry Form.

## 聲明 Declaration

本人完全同意及接受比賽文件內的要求、規則及條件，並接受評審委員會就比賽頒發的決定。

I fully agree and accept the requirements, rules and conditions as set out in the Competition Document; and will also accept the decisions made by the Judging Panel relating to the award of prizes for the Competition.

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## 收集個人資料聲明 Personal Information Collection Statement

### 收集目的

1. 比賽參加表格內提供的一切個人資料，只供為以下之用途:

- (i) 登記參選作品及確認參賽者之參加資格;
- (ii) 與參加者通訊;
- (iii) 公布比賽結果及頒發獎項;
- (iv) 於比賽作品之出版、列印、展覽及宣傳中辨認參賽者;
- (v) 執行知識產權轉移;
- (vi) 其他有關比賽之用途; 以及
- (vii) 以上分段 (i)至(v)所提及之相關用途。

2. 你於本參加表格中提供個人資料純屬自願，如你未能提供足夠的資料，主辦機構未必能處理你的報名或確認你的參加資格。

3. 為了執行上述的目的，你在參加表格內提供的個人資料或許會轉交主辦機構、其他政府部門和決策局、專業學會或協會及公眾。

### Purpose of Collection

1. The personal information provided in this Entry Form will be used for the following purposes:

- (i) registration of Entries and verification of the eligibility of the Participant;
- (ii) correspondence with the Participant;
- (iii) announcement of the results of the Competition and award of the prizes relating to the Competition;
- (iv) identification of the Participant in publishing, printing, display and exhibition of the Entries;
- (v) enforcement of provisions of the License;
- (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 Participant to provide the personal information required by this Entry Form. If they fail to provide the required information, the Organiser may not be able to register the Entry or verify the eligibility of the Participant.

3. The personal particulars provided in this form may be disclosed to the Organiser, other Government departments and bureaux, professional institutes and the public for purposes mentioned in the above.

### 查閱個人資料

根據《個人資料(私隱)條例》(第486章)，閣下有權取得及修改用作報名的個人資料。如有需要，請以書面形式通知主辦機構。

### Access to Personal Data

You have a right to request access to and correction of your personal information 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.









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### 特許及承諾 Licence and Undertaking

#### (此部分只設英文版)

I hereby declare, warrant, agree and undertake the following:

1. I have read carefully and understand the Competition Document for the “Capture and Experience Tung Chung - Prequel to Tung Chung New Town Extension 2017’ Photo Competition” (hereinafter referred to as “the Competition”) including any changes announced in the Competition Website as specified in the Competition Document.
2. I declare and warrant that my eligibility to participate in the Competition and 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 Judging Panel of the Competition.
4. Except as otherwise provided in Clause 5 herein, I grant to the Government of the Hong Kong Special Administration Region (“HKSARG”), its authorised users, assigns and successors-in-title a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub licensable licence in relation to the Entry that I have 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) 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 sub-licensable licence together with an indemnity in favour of the HKSARG and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 4 and 8.
6. I agree and undertake, in the event that my Entry is selected as one of the prize-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 not to assign the Intellectual Property Rights subsisting in the Entry to any party other than the HKSARG.
7. I warrant and undertake that:
  - (i) I have 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) I am the sole owner of the Entry and am the legal and beneficial owner of Intellectual Property Rights subsisting in the Entry, which are free from any encumbrances and have never assigned or licensed any of such rights to any third party; and

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- (v) I have 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. I 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 me 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. I shall waive rights (whether past, present or future) to object to derogatory treatment of the Entry in favour of the HKSARG with effect from the creation date of the Entry. This provision shall continue in full force and effect without limitation of time.
10. I undertake to keep the Entry confidential to ensure the same is not disclosed to any third parties until the announcement of the results of the Competition.
11. I agree that the provisions in this Annex shall bind my permitted assigns, personal representatives and successors in title.
12. Nothing in this Annex shall be deemed to constitute a partnership between me 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.
13. For the avoidance of doubt, “Intellectual Property Rights” means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or process 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.

參賽者簽署 Signature of Participant: \_\_\_\_\_

日期 Date : \_\_\_\_\_