

# Hong Kong Designers Association Global Design Awards 2016



Please read the Terms and Conditions of the Hong Kong Designers Association Global Design Awards 2016 (HKDA GDA) below carefully.

1. The Entrant hereby represents and warrants that the design (which includes but is not limited to drawings, artworks, photographs, images, sketches, transparencies, sculptures, models, prototypes, and printed or digital materials) (collectively the "Design") submitted for the Hong Kong Designers Association Global Design Awards (the "Awards") is original and independently created and does not infringe, breach, prejudice or violate the property, interests or rights (including but not limited to contractual rights, user rights, copyright, design rights, patents and all other proprietary and intellectual property rights whether registered or otherwise) of any third party.
2. The Entrant hereby acknowledges and warrants that the Entrant is the sole owner or has been authorised by the owner(s) of all rights including but not limited to copyright, design rights and all other proprietary and intellectual property rights in or pertaining to the Design.
3. The Entrant hereby grants, on a gratuitous basis free of any fee, royalty or remuneration, to Hong Kong Designers Association ("HKDA"), the organiser of the Awards, the right or license to use, edit, amend, copy, reproduce or publish in any size the Design submitted for the Awards or any part thereof in the promotional/exhibition materials or any publications in any media or medium related to the Awards in consideration of HKDA accepting the Entrant's submission of the Design as an entry for the Awards.



4. The Entrant agrees to fully indemnify HKDA against all actions, claims, loss, damages, costs and expenses which it may incur or has incurred as a result of any breach of this representation or warranty. Should it prove in retrospect that a submitted or even awarded Design breaches third-party rights, HKDA reserves the right to revoke the relevant Awards. The above liability provisions apply accordingly to all items supplied by HKDA in connection with the Entrant's participation in the Awards.
5. The Entrant agrees and makes full payment of the Registration Fee to HKDA within seven (7) days after the Entrant's online registration.
6. The Entrant hereby acknowledges in the event that the Entrant has received notice that the Entrant's Design has been declared as an Awardee the Entrant is obliged to make full payment of the Publication Fee to HKDA within seven (7) working days of receiving such notice.
7. In accordance with Clauses 5 and 6, in the event that the Entrant fails to make full payment of the Registration Fee or the Publication Fee within the required period, there then exists no formation of contract and the full agreement stated herein is null and void ab initio. Registration Fees and Publication Fees are not refundable.
8. All submitted material(s) relating to the Awards, including the required Registration Fee(s) and the Publication Fee(s), will not be refunded under all circumstances.

9. The Entrant hereby agrees that the maximum liability of HKDA under these terms and conditions shall not exceed the fee actually received by the HKDA from the Entrant.
  
10. HKDA reserves the right to cancel, in part or in whole, postpone or bring forward the Awards for any reason and is not obliged to reimburse the Entrant for any expenses related to such cancellation.
  
11. The Entrant agrees that the decisions of the Judging Panel shall be final. No appeal will be entertained.
  
12. The Entrant shall be responsible for all costs (including but not limited to all packaging costs, transport costs, documentation, postal charges, courier charges, insurance costs, governmental/jurisdictional approvals and licenses and any other costs necessary or likely) in all of the following:
  - i. The passing and transport of the Entrant's Design into the possession of HKDA.
  - ii. The return of the Entrant's Design upon the Entrant's request. The return request is ONLY available for the category of "Products" provided that the entrant also selects the entry return option on the Online Registration System.
  
13. While reasonable care will be taken when handling the Design in the premises arranged by HKDA, HKDA shall not, in the absence of negligence on the part of HKDA, be liable for any loss or damage of the Design. For the avoidance of doubt, it is agreed that superficial

rust, oxidization, discoloration, or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Design and HKDA shall not be responsible for such condition.

14. The Entrant agrees that HKDA shall not be responsible for the transportation or return charges of any Design to the Entrant and HKDA shall not be liable for any loss or damage of the Design during the passing or transport of the same to and from HKDA or the premises arranged by HKDA for the judging sessions.
15. The Awardees of the Awards agree that their winning designs will be displayed in such exhibitions at the decision of HKDA for a period of a minimum of 1 year subsequent to the competition, and agree to provide information as requested by HKDA about the winning design for future activities, including but not limited to reports, publicity, marketing and exhibitions.
16. The Awardees of the Awards agree to cooperate with HKDA to promote the Awards and take part in relevant promotional activities in the future upon request.
17. The Awardees of the Awards agree to obtain HKDA's approval on using the endorsement mark prior to its being printed.
18. Entrants of the "Products" category who intend to have the Design returned to them, with the exception of the Awardees of the Awards, shall contact the Global Design Awards Office during the period from

**10 March 2016 to 31 March 2016 (Monday to Friday, 10am to 5pm, GMT+8:00) by email: [gda2016.cs@hongkongda.com](mailto:gda2016.cs@hongkongda.com).** Otherwise, such design may be subject to disposal without further notice or alternative action as there will not be any storage for the Design after the aforementioned period.

19. Entrants should inform us clearly on the Online Registration Form whether or not their design needs to be returned. The return charge shall be paid either by the participants or Entrants. For entrants who did not select the Entry Return option on the Online Registration System, their design will be subject to disposal without further notice.
  
20. Local (HK) entrants can submit their actual entries from 15 February 2016 to 29 February 2016 (Monday to Friday, 10am to 5pm, GMT+8:00). Entrants who intend to submit non-online designs shall make sure that the design is delivered within the opening hours of the Global Design Awards Office (Monday to Friday, 10am to 5pm, GMT+8:00). Please submit the actual design (if any) with the legible and clearly noticeable Entry Label on each package for identification. Entries submitted without entry labels will be subject to disposal without further notice. It is the entrants' responsibility to deliver their own design work in safe and good condition. No late entries will be accepted for all categories.

21. These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region. Any claim or dispute must be determined exclusively by the courts in the Hong Kong Special Administrative Region after the event has ended.
  
22. HKDA or the Organising Committee reserves the right to make further amendments to these terms and conditions which shall be binding on all Entrants. Such amendments shall be posted on the official GDA webpage URL at <http://www.hongkongda.com/gda2016/>, and further notice will not be given.
  
23. These terms and conditions are prepared in English and Chinese languages. If there is any inconsistency between these versions, the English version shall prevail.

### **Eligibility**

The Design entry must have actually been produced and (in the case of commercial designs) have become available in any market(s) between **10 November 2013 and 31 January 2016**.

### **Personal Data Protection**

All personal information submitted will solely be used for HKDA GDA 2016 purposes. In accordance with Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance by Office of the Privacy Commissioner for Personal Data, Hong Kong, the applicants [entrants] have the rights regarding access to and correction of personal data provided.

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## Prevention of Bribery Ordinance

Applicants [Entrants] are reminded that it is an offence under the Prevention of Bribery Ordinance to offer any advantages (e.g. money, gift, etc.) to the organiser, an employee of the organiser, co-organisers or the Judging Panel as an inducement to or reward for giving favourable considerations to applicants [Entrants].

## Contact Us

General Enquiries:

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