

## **The 3rd HK2A ESG Marketing Excellence Award**

### **Terms and Conditions**

#### **Personal Information Collection Statement**

Personal data collected in this enrollment form (“the data”) will be used by the Hong Kong Advertisers Association (“HK2A”) for the purposes of processing your application (“the Application”) to provide information about your continuing programmes and other related matters.

The data may be provided to such persons within HK2A whose proper business is to have access to and assist in the processing of the Application and related matters. The data may also be provided to other persons who may assist HK2A in attaining the purposes above mentioned. Any data that is provided to anyone outside of HK2A will be restricted to what is necessary and not excessive to achieve any intended purpose.

#### **General Terms and Conditions**

- 1) The organiser of the “The 3rd HK2A ESG Marketing Excellence Award” (the “Award”) is Hong Kong Advertisers Association.
- 2) There is no limit on the number of submissions in the Award. However, each participant is only eligible for one prize only. The participant must be aged 16-30 and is not required to be a Hong Kong resident.
- 3) By participating in the Award, the participant indicates that he/she has read and agreed to the Terms and Conditions of the Award and the Statement, and consents to the organiser’s collection and use of their personal information for the Award related event use.
- 4) The participant must ensure the originality of the submitted artwork(s) and that no intellectual property of other third parties has been infringed. In the event of any loss or damage suffered by the organiser caused by any instances of intellectual property infringement, the participant and their submitted artwork(s) shall be disqualified from the Award, cancelled the ranking/prize of the Award and borne the legal liabilities and compensation.
- 5) By participating in the Award, the participant agrees that the organiser (or its designated parties) can use the submitted artwork(s) and information in the application form for promoting the Award.
- 6) The Participant further agrees that in case his/her submitted artwork(s) wins a prize in the Award, the organiser (or its designated parties, including but not limited HK2A) shall have an irrevocable, perpetual and exclusive license to use the awarded artwork(s), which includes but is not limited to copy, issue copies of the work to the public, perform, show or play the work in public , broadcast, display and exhibition, publish, digitally convert, make an adapted or modified version of the work or any other copyrights that may exist in the future. Prize winners shall seek written consent from the organiser before any use, publication, or transfer of awarded artwork(s) in the future.
- 7) The organiser reserves the right to disqualify any participant who violates the Award guidelines and reserves the right to pursue further legal action against the participant.
- 8) The organiser reserves the power of final interpretation on the Competition guidelines and any related announcements.
- 9) The organiser reserves the right to amend any published guidelines. In such cases, amendments will be announced on the Award website. Please refer to the website for the most updated and accurate information, which is subject to change without prior notice.
- 10) In case of any dispute, the decision of the organizer shall be final.

### **Competition Guidelines**

- 1) The submitted artwork(s) must be original pieces which have not been published or submitted for similar competitions. The participant must be the sole author of the submitted artwork(s).
- 2) The submitted artwork(s) must be the participant's original work and not violate any copyright or other rights of third parties. Prior written consent must be obtained from the copyright owner(s) should the submitted artwork(s) include work or information owned by other parties. If necessary, the organiser may require the participant to provide written proof of his/her legal authorization.
- 3) It is the responsibility of the participant to ensure that their submitted artwork(s) does not infringe on intellectual property or violate copyright laws. If any intellectual properties disputes arise from the submitted artwork(s), it shall be the sole responsibility of the participant and the organizer shall not be responsible. The participant may also be disqualified and be required to compensate the organiser for any losses arising therefrom.
- 4) The copyright to the submitted artwork(s) is owned by the participant. The participant agrees that the organiser (or its designated parties) can use the submitted artwork(s) and information in the application form for promoting the Competition.
- 5) Should his/her submitted artwork(s) be awarded, the participant agrees that the organiser (or its designated parties) shall have an irrevocable, perpetual and exclusive license to use the awarded artwork(s) without commission or prior notice.
- 6) The submitted artwork(s) must not contain elements of obscenity, provocation, libel, pornography, violence, racism, political and religious disputes, or any other content which would incite hatred or be deemed inappropriate. The organiser is allowed to disqualify these artworks at its discretion.
- 7) The organiser reserves the right of publication for all submitted artworks.
- 8) The organiser reserves the right to inspect the original artwork(s) / source to ascertain compliance with the Award guidelines.
- 9) The participant must provide accurate personal information. Falsifying personal information will result in immediate disqualification.
- 10) The organiser reserves the right of final decision on the Award results.
- 11) Should the participant attend press activities arranged by the organiser, the copyright of the audio, videotapes, words, and all forms of documentation during interviews shall be owned by the organiser.

-End-

## 第三屆 HK2A ESG 企劃推廣大獎

### 條款及細則

#### 個人資料收集聲明

香港廣告客戶協會(簡稱「HK2A」)將使用本報名表所收集的個人資料(簡稱「資料」)處理閣下的報名事項(簡稱「報名事項」),以跟進有關閣下於活動的持續進度及其他相關事宜。

這些資料有可能會提供予HK2A的相關人士,而這些人士的正當業務為處理及協助處理報名及相關事項。這些資料亦可能提供予其他可能協助 HK2A 以達成上述目的之人士。任何提供予 HK2A 以外的人士的資料,將僅限於為達成特定目的所必需的範圍內使用。

#### 一般條款及細則

- 1) 「第三屆 HK2A ESG 企劃推廣大獎」(簡稱「企劃大獎」)的主辦方為香港廣告客戶協會。
- 2) 企劃大獎的參賽作品數量不限,但每位參賽者僅可獲得一個獎項。參賽者必須為 16 至 30 歲,毋須為香港居民。
- 3) 一旦參與企劃大獎即代表參賽者已閱讀及同意企劃大獎的條款細則及聲明,並同意主辦方收集其個人資料以用作企劃大獎相關活動用途。
- 4) 參賽者必須確保所提交作品的原創性,並確保不會侵犯第三方的知識產權。若因任何侵犯知識產權的情況而使主辦方遭受任何損失或損害,參賽者及其提交的作品將被取消參賽資格,企劃大獎的排名或獎品亦會被取消,並須承擔法律責任及作出賠償。
- 5) 一旦參與企劃大獎即代表參賽者同意主辦方(或其指定人士)使用所提交的作品及報名表中的資料來宣傳企劃大獎。
- 6) 參賽者亦同意若提交的作品於企劃大獎中獲獎,主辦方(或其指定人士,包括但不限於 HK2A)將擁有不可撤回、永久及獨家使用獲獎作品的權利,其中包括但不限於複製該作品、向公眾發放作品副本、公開展出、演示或播放該作品、廣播、展示及展覽、出版及以數碼方式轉換該作品、改編或修改作品以推出其他版本、或任何在未來出現的版權方式。獲獎者日後於使用、出版或轉讓獲獎作品前,需獲得主辦方的書面同意。
- 7) 主辦方有權取消任何違反企劃大獎指引的參賽者之參賽資格,並保留對參賽者進一步提出法律訴訟的權利。
- 8) 主辦方保留對比賽指引及任何相關公告的最終解釋權。
- 9) 主辦方保留修改任何已公佈的指引之權利。在此情況下,修訂版本將於企劃大獎網站上公佈。請參閱該網站以獲最新及最準確的資訊。主辦方可隨時更改資訊而無需事先通知。
- 10) 如有任何爭議,主辦方有最終決定權。

#### 比賽指引

- 1) 參賽者提交的作品必須為未曾發表及未曾提交予類似比賽的原創作品。參賽者必須為所

提交作品的唯一創作者。

- 2) 參賽者提交的作品必須為原創作品，並且不得侵犯第三方的著作權或其他權利。若提交的作品包含其他方的作品或資料，則必須事先獲得著作權人的書面同意。若有需要，主辦方可要求參賽者提供其合法授權的書面證明。
- 3) 參賽者有責任確保其提交的作品不會侵犯知識產權或違反著作權法例。若提交的作品引起任何知識產權糾紛，參賽者需承擔全部責任，而主辦方將無需承擔任何責任。參賽者亦可能被取消資格，且必須就所產生的任何損失向主辦方作出賠償。
- 4) 參賽者所提交的作品之著作權歸參賽者所有。參賽者同意主辦方(或其指定人士)可使用其提交的作品及報名表中的資料宣傳比賽。
- 5) 若提交的作品獲獎，參賽者同意主辦方(或其指定人士)將擁有不可撤回、永久及獨家使用獲獎作品的權利，而無需獲取授權或事先發出通知。
- 6) 提交的作品不得含有淫褻、挑釁、誹謗、色情、暴力、種族主義、政治及宗教爭議或任何其他會煽動仇恨或被認為不適當的內容。主辦方有權取消這些作品的參賽資格。
- 7) 主辦方保留公佈所有提交的作品之權利。
- 8) 主辦方保留檢查作品的原創性或來源的權利，以確定符合企劃大獎指引。
- 9) 參賽者必須提供準確的個人資料。如虛報個人資料將被立即取消資格。
- 10) 主辦方保留企劃大獎結果的最終決定權。
- 11) 若參賽者參加主辦方安排的新聞活動，採訪期間的錄音、錄影、文字及所有形式文件的著作權歸主辦方所有。