

Section 1 Entry Format

- Individual Participant (Please complete Section 2.)
- Team Participant (Please complete Sections 2 and 3.)

(Please tick one only.)

Note :

1. Each Participant for an individual Participant and each team member for a Team Participant must complete and sign the Declaration and Undertaking contained in **Section 5** of this Entry Form.
2. For Team Participant, each member of the Participant warrants and undertakes that they duly authorise the Team Leader to act as their agent in relation to this Competition and agree to be bound by all actions taken by the Team Leader in relation to this Competition.
3. The Deed of License and Undertaking contained in **Annex 2** must be submitted together with the Entry Form.
4. If you are the only individual participating in the Competition, please complete **Sections 1, 2, and 5**.
5. If you are the Team Leader of Team Participant, please complete **Sections 1, 2 and 5**. If you are an individual collaborating with the Team Leader, please complete **Section 3** and separate sheets of **Section 5**.
6. All correspondence regarding this Competition will be sent ONLY to the Team Leader nominated in **Section 2**.
7. It should be reminded that certain professional institutes have promulgated Code of Professional Conduct requiring their Members to permit their subordinates and others they employ or superintend to enter architectural competitions with their prior knowledge on the understanding that it would not adversely affect the Member's practice or firm. For Participant who is a government officer, he or she is reminded to seek consent from their supervisor and consider conscientiously that there is no actual, apparent and potential conflict of interest prior to joining the Competition. By registering for the Competition, Participants are deemed to have obtained the necessary consent from their offices or employers for participating in the Competition.
8. Participants are also reminded to draw their employer's attention to **clause 5.1** of the Competition Document on the possible engagement of a professional advisory service agreement.

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Section 2 Participant / Team Leader

- It is obligatory for the Participants to provide the personal data required by this Entry Form unless otherwise specified. If they fail to provide any of the required data, the Professional Advisor will not register the Entry or verify the eligibility of the Participant.
- Section 2 is to be completed by individual Participant or Team Leader for Team Participants.
- Full name of Participant/ Team Leader shall be identical to their HKID Card No. or Passport No. for payment of prizes. Complete the name in BLOCK LETTERS.
- *Delete as inappropriate.
- #Optional field(s)

(a) Participant's Particulars

Surname : _____ (Mr./Miss/Ms.)

Given Name : _____

HKID Card No. /
Passport No.*
(first 4 digits) : _____ Nationality : _____

Telephone No. : _____ Facsimile No.# : _____

Postal Address : _____

Email Address : _____

Note: All communications will be directed to the above person only.

(b) Participant's Professional Qualification

HKIA/ HKIE/ HKILA/ HKIS * Membership No. : _____

Note :

Participant / Team Leader of a Team Participant must be a full / professional Member of the Institutes listed in **clause 4.7** of the Competition Document. A copy of the current membership certificate issued by respective professional institute for the Participant / Team Leader of a Team Participant shall be submitted together with the Entry Form.

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Section 3 Other Individual Team Member(s) (in personal capacity)

- Section 3 is to be completed by Individual Team Members.
- Submit separate sheets if necessary.
- Full name of Team Members shall be identical to their HKID Card No. or Passport No.. Complete the name in BLOCK LETTERS.
- *Delete as inappropriate

Team Member Number : _____ (e.g. 1 / 2 / 3 / 4...)

Team Member Full Name : _____ (Mr./Miss/Ms.*)

HKID Card No. /
Passport No. (first 4 digits)* : _____ Nationality : _____

Occupation : _____

Team Member Number : _____ (e.g. 1 / 2 / 3 / 4...)

Team Member Full Name : _____ (Mr./Miss/Ms.*)

HKID Card No. /
Passport No. (first 4 digits)* : _____ Nationality : _____

Occupation : _____

Team Member Number : _____ (e.g. 1 / 2 / 3 / 4...)

Team Member Full Name : _____ (Mr./Miss/Ms.*)

HKID Card No. /
Passport No. (first 4 digits)* : _____ Nationality : _____

Occupation : _____

Team Member Number : _____ (e.g. 1 / 2 / 3 / 4...)

Team Member Full Name : _____ (Mr./Miss/Ms.*)

HKID Card No. /
Passport No. (first 4 digits)* : _____ Nationality : _____

Occupation : _____

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Section 4 Personal Information Collection Statement

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 unless otherwise specified. If they fail to provide any of the required data, the Professional Advisor will not register the Entry or verify the eligibility of the Participant.
3. The personal data provided in this Entry Form may be disclosed to any person listed in **Annex 4**, other government bureaus, departments, professional institutes and the public for purposes mentioned in Paragraph 1 above.

Access to Personal Data

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

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Section 5 Declaration and Undertaking

- Section 5 shall be signed and completed by all Participants, including each member of a Team Participant.
- Submit separate sheets if necessary.
- Please cross out the entire paragraph if not applicable.
- * Delete as inappropriate.

In consideration of the opportunity to participate in this Competition, **[I /we]*** declare, warrant and undertake as follows :

1. **[I /We]*** fully agree and accept the requirements, terms and conditions in the Competition Document, including but not limited to the terms and conditions in this Entry Form and of the Deed of License and Undertaking contained in **Annex 2** of the Competition Document and **will** accept and abide by the decisions made by the Organising Committee, the Professional Advisor and the Jury Panel regarding all aspects of this Competition.

2. In accordance with clause 5.3 of the Competition Document :
 - (a) **[I /We]*** declare that there is no actual, potential or perceived conflict between **[my/our]*** personal or financial interests and this Competition.

OR

[I /We]* declare that there is actual, potential or perceived conflict between **[my/our]*** personal or financial interests and this Competition as set out below :

Attach separate sheets if necessary

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Section 5 Declaration and Undertaking (cont'd)

(b) **[I /We]*** declare that **[I /we]*** am / are not an immediate family member, business partner or associate of any member involved in this Competition listed in **Annex 4**.

OR

[I /We]* declare that **[I /we]*** am/are an immediate family member, business partner or associate of a member involved in this Competition listed in **Annex 4** and our relationship / association is listed below.

Attach separate sheets if necessary

AND

3. **[I /We]*** declare that **[I /we]*** do not have any interest or association with any member involved in this Competition listed in **Annex 4**;

OR

[I /We]* declare that **[I /we]*** am/are an immediate family member, business partner or associate of a member involved in this Competition listed in **Annex 4** and our relationship / association is listed below.

4. **[I/We]*** also undertake that should any conflict of interest contemplated in **clause 5.3** of this Competition Documents arises at any time during the course of the Competition, **[I / we]*** will inform the Professional Advisor immediately.

5. **[I /We]*** consent and hereby authorize the Professional Advisor and any of its authorized officer to investigate and verify any information of **[my / our]*** declaration provided herein with any third parties.

6. **[I /We]*** declare that all information stated on this Entry Form together with any subsequent information provided to the Organising Committee are correct, true and complete.

7. **[I /We]*** declare that **[I / we]*** have sought consent from offices or employers in participating in the Competition.

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Section 5 Declaration and Undertaking (cont'd)

Participant / Team Leader *

Participant's Name : _____

Participant's Signature : _____

Date : _____

OR

Other Individual Team Member(s) *

Team Member Number : _____

Team Member's Name : _____

Team Member's Signature : _____

Date : _____

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Deed of License and Undertaking

I / we acknowledge that the Deed of License and Undertaking must be submitted together with the Entry Form.

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 "Hexagonal Adventure – Design Competition for a Viewing Platform on a Headland Overlooking Po Pin Chau and Associated Hiking Facilities" (hereinafter referred to as "the Competition") including any changes announced on the Competition Website.
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 Organising Committee, the Jury Panel and the Professional Advisor 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 ("Government"), their authorised users, assigns and successors-in-title a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license 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") for the right to conduct the following :
 - (i) display, exhibit, show, play, broadcast 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 license in favor of the Participant for entering the Competition and a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license together with an indemnity in favor of the Government and their 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 or Commendation Entries as specified in the Competition Document, to assign to the Government 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 that the Participant has submitted for the Competition, and to duly execute and provide to the Government the Deed of Assignment and Undertaking in the form set out in Annex 3 of the Competition

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Deed of License and Undertaking (cont'd)

Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party other than the Government. 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 a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license under which the Government and their authorised users, assigns and successors-in-title are entitled to use the component(s) of his Entry in the construction of the Viewing Platform and associated hiking facilities.

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 Government and their 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 has 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 Government and their authorised users, assigns and successors-in-title of the rights licensed pursuant to the provisions in this Annex.
 - (vi) This provision shall continue in full force and effect without limitation of time.
8. The Participant shall fully indemnify and keep indemnified the Government and their 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 Government and their authorised users, assigns and successors-in-title or which the Government and their 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 time.

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Deed of License and Undertaking (cont'd)

9. The Participant waives and undertakes to procure his employees, consultants, sub-contractors and agents to waive all moral rights (whether past present or future) in relation to the Entry in favour of the Government and 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 undertakes to keep the Entry confidential and take such necessary steps to ensure the same is not disclosed to any third parties until the public announcement of the results of the Competition.
11. The Participant agrees that the provisions in this Annex shall bind his permitted assigns, personal representatives and successors-in-title.
12. Nothing in this Annex shall be deemed to constitute a partnership between the Participant and the Government and their 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 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.

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