

OPEN CALL FOR PAVILION COMPETITION COMPETITION RULES & CONDITIONS

ORIGINALITY OF WORKS

All Proposals, proposed Pavilion and commissioned Pavilion submitted by the Participants must be original works of the Participants without infringing the Intellectual Property Rights (IPR) of any persons.

Participants must be the owners of IPR of their Proposals, proposed Pavilion and commissioned Pavilion as the case may be. Participants shall be liable for any claims of infringement of IPR of any persons in relation to the Proposals and the corresponding Pavilion. Participants shall indemnify HKAC against all actions, costs, claims and liabilities of whatsoever nature arising out of or in connection with any allegations and/or claim of infringement of any IPR of any persons in relation to the Proposals and the corresponding Pavilion.

HKAC at all times reserves full right to reject or disqualify any Participants and Proposals or proposed Pavilion or any Shortlisted or Selected Proposals, or not commission any Proposals or proposed Pavilion if, in the sole opinion of HKAC, the Proposals/proposed Pavilion/commissioned Pavilion to infringe the IPR of any persons.

COMMISSION OF THE PAVILION

This Open Call is neither a tender invitation nor an offer to commission agreement. Details of the commission shall be drawn up and mutually agreed upon between the to-be-commissioned Participants and HKAC for implementing the commissioned Pavilion.

HKAC reserves the discretion to consider and negotiate Agreement with Participants as the Panel will recommend and as the HKAC thinks fit. The selection or recommendation of Proposals by the Panel does not guarantee an offer of a commission Agreement from the HKAC. The HKAC reserves the right not to commission any Participants in respect of any locations for any reason.

Until a written Agreement is executed by both HKAC and the commissioned Participants, no legal rights or obligations shall be created between the Participants and HKAC for the commission and production of the Participant's proposed Pavilion.

5.3 COPYRIGHT AND OWNERSHIP

The commissioned Participants shall state that the commissioned Pavilion was commissioned by HKAC.

HKAC and the Participant shall have the right, without payment to the other party, to make, keep, broadcast and exchange with others the Pavilion with the name of the Participant indicated for archive, public reference, non-commercial purpose, promotional and education purposes.

All concepts, designs or materials in any form of the Proposals, developed by the Participants, including any copyright or other rights in respect thereto, shall be the property of the Participant and HKAC. The Participant agrees to take any steps and sign such documents as may be necessary to evidence the HKAC's ownership.

The Participant warrants that any component of the Proposal, and the provision of the Pavilion to the HKAC, does not and will not infringe any third party's Intellectual Property Rights and has obtained all necessary licenses from relevant third party IPR owners (if any).

EXHIBITION AND PUBLICITY

The commissioned Pavilion will be installed at the agreed location and function for tentatively one year, or another period which HKAC considers appropriate, subject to the approval of respective government departments and stakeholders and the physical condition of the commissioned Pavilion and the agreement between the Commissioned Participant.

The copyright and ownership of any submitted and/or shortlisted and/or selected proposals remain to its creator(s), HKAC may publicize (including but not limited to the text and images for documentation, public consultation, exhibition, press and media coverage, educational and publicity purposes through various forms of communication channels including online and in print) any proposals as mentioned above at any time with written consent from the creator(s) prior to the publicities.

The Winning Party grants a license to HKAC, and its authorized users to take photos of, reproduce, use, keep records of, release, display, modify, translate and distribute any information in respect of the Proposals they submitted and the proposed Pavilion including but not limited to the text and images for documentation, public consultation, exhibition, press and media coverage, educational and publicity purposes through various forms of communication channels including online and in print. Such a license shall be royalty-free, irrevocable, non-exclusive, worldwide, perpetual, sub-licensable and freely transferable.

5.5 GENERAL TERMS & CONDITIONS

- HKAC's decision regarding all aspects of the Open Call is final and binding on all parties concerned;
- HKAC shall not be liable to pay any costs arising out of or incidental to any preparation, submission, enquiry, clarification, negotiation or cancellation of this Open Call;
- HKAC shall not be liable to compensate any Participants for any rejected, disqualified, unsuccessful or title-deprived Proposals;
- HKAC may at its discretion cancel, modify or suspend the Open Call. The Participants shall not be entitled to any compensation as a consequence to such cancellation, modification or suspension of the Open Call;

- HKAC reserves the right not to commission any Pavilion under the Open Call;
- HKAC reserves the right to negotiate with any Participant about any terms, conditions, clauses, paragraphs or any parts of the Proposal, prior to the award of the agreement;
- Terms and conditions of the Open Call and other arrangements are subject to change at HKAC's discretion. Participants shall keep a close eye on the Open Call webpage and keep themselves updated about any information or changes related to the Open Call. All matters, information or changes as announced on the Open Call webpage at Project's website shall be deemed confirmed and binding on all Participants;
- In case of any inconsistency or ambiguity between the English and the Chinese version of this Open Call, the English version shall prevail.

ANTI-BRIBERY CLAUSE

The Participant shall not, and shall procure that his employees, agents and subcontractors shall not offer, solicit any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 in connection with this Open Call. Failure to procure or any act of offering, soliciting of any advantage above committed by the Participant or by an employee or subcontractor of the Participant shall, without affecting the Participant's liability for such failure and act, result in his Proposal being invalidated.

PERSONAL DATA

By submitting the Proposals, Participants agree that the personal data provided will be kept by HKAC and will be used by HKAC for the purpose of carrying out this Open Call, and Commission Agreement (if any), and for correspondence of other future public art programmes by HKAC.

Other information for non-awarded proposal submissions will be destroyed at the end of this Open Call.

COMPLIANCE WITH GOVERNING LAWS

This Open Call shall be governed by and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region. Commissioned Participant shall carry out all services in relation to the Commissioned Work in strict accordance with the Laws, Ordinances, Regulations Orders and By-Laws having the force of law applying, within Hong Kong Special Administrative Region.