

# **Emblem of the 19th Asian Games 2022**

## **(II) Legal Document**

The 19th Asian Games Hangzhou 2022 Organising Committee

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## **Part VIII: Notes on the Technical Document on the Call for Design Proposals**

### **8.1 Textual Description**

This Document on the Call for Design Proposals (including relevant appendixes and other relevant documents), is available in both Chinese and English. In the case of any discrepancies between the Chinese and English version, the former shall prevail.

The relevant constituent documents of this Document on the Call shall be considered as mutually explanatory. HAGOC is entitled to issue instructions to clarify any contradictions or ambiguities between any documents.

### **8.2 Modification to or Withdrawal of the Document on the Call**

(1) HAGOC may, at its own discretion and for whatsoever reason, modify or withdraw the document 10 days prior to the deadline for submission of the entries.

Such modifications or withdrawal will be announced through the official website of HAGOC ([www.hangzhou2022.cn](http://www.hangzhou2022.cn)) and will take effect on the date of announcement. Participants shall use the aforementioned information as a basis for developing their entries and visit the HAGOC website from time to time.

(2) In no circumstance will HAGOC and the OCA be held liable for but not limited to technical errors, faults or delays in the process of the Call, economic losses caused by participation or failure to participate in the Call, as well as any mental and profit losses, and direct or indirect penalties and damages resulting therefrom.

### **8.3 Time for the Document on the Call and Entries**

The “days” referred to in this document and all of its appendixes, entries and relevant documents are all calendar days (rather than working days), while all specific times referred to are Beijing time.

### **8.4 Rights Reserved for HAGOC**

(1) Pursuant to this document, HAGOC has the right to adjust or withdraw any content hereof, according to the preparation and staging of the Hangzhou Asian Games.

(2) HAGOC has the right, at any time, to postpone or change the time schedule of the Call.

(3) At any time prior to the determination of any design proposal, HAGOC has the right to either reject any or all entries that are not in line with the requirements of the Call, or assessment rules, or declare the procedure of the Call invalid. Moreover, HAGOC and the OCA are not required to explain the reason for doing so, nor to take any liability for it.

(4) HAGOC has the right, at its own discretion, to select one or more emblem design proposals out of the entries or to fail to select any emblem design proposals that are most suitable for the Hangzhou Asian Games.

(5) HAGOC has the right to request the main creators of the selected entry(ies) to work with other artists to modify the selected works and complete the final emblem design of the Hangzhou Asian Games.

- (6) HAGOC has the right to form the final emblem design by using the creative ideas of any or all design proposals and determine the final design proposal for the emblem.
- (7) HAGOC reserves any and all rights that are not granted hereunder.
- (8) HAGOC reserves the right to explain the procedures and rules for the Call.

## **Part IX: Important Legal Provisions to Be Observed by the Participants**

### **9.1 Applicable Law**

The Call for the Design Proposals shall be governed by the laws of the People's Republic of China.

### **9.2 Confidentiality and Publicity Restrictions**

Regardless of whether the design proposal submitted by the Participant is selected, the Participant shall keep the materials and information pertaining to his/her entry (ies) submitted for the Call confidential and not disclose the same to any third party till the dissolution of HAGOC or for the time period required by HAGOC or the OCA. The Participant shall neither publicise whether he/she will respond to this document and whether he/she will participate in the Call in any commercial promotions at any time, at any location and in any form, nor imply any association with the Hangzhou Asian Games or HAGOC.

During the period of the Call, HAGOC shall retain the rights of disqualifying Participants that breach the foregoing confidentiality and promotion constraint obligations to the Call.

HAGOC has the right to publish the Participants in the Call for Design Proposals through certain channels. However, any Participants involved in the Call shall not be entitled to authorship claim in any form from HAGOC.

If any Participant's breach of the foregoing confidentiality and promotion constraint obligations results in any damages to HAGOC, the Hangzhou Asian Games and the OCA, HAGOC shall be entitled to claim indemnities against such Participant.

### **9.3 Retaining of the Submitted Entries and Transfer of Copyright and Other Rights**

HAGOC will retain all the entries submitted to it and will not return the entries in any case (including the case of Participant's application to withdraw from the Call).

The Participant agrees that, from the day the attached *Letter of Commitment* is signed, he/she shall transfer to HAGOC his/her copyright of the entry(ies) (and the entire rights in all images or three-dimensional manifestations contained in the entry (ies), if any), right of design patent application, right of trademark application owned in connection with the works contained in the entry(ies), all intellectual properties, rights pertaining thereto, and all rights derived therefrom in their entirety, in a spontaneous manner, and free of charge. However, no transfer of intellectual properties described herein shall take place for works submitted by Participants not eligible for the Call in accordance with this document, or works that are not qualified for the Call or are invalid.

## **Appendix 1:**

### **Letter of Commitment from the Participant**

To the 19th Asian Games Hangzhou 2022 Organising Committee (HAGOC):

This juridical person/non-juridical organisation/natural person (hereinafter referred to as the “Promisor”) hereby represents the following to HAGOC on being fully aware of and voluntarily accepting the requirements of the Document on the Call for the Design Proposals (the “Document on the Call”) and all of its appendixes:

**Article I:** The Promisor hereby officially accepts the invitation of HAGOC to take part in the Call for the Design Proposals for the emblems of the 19<sup>th</sup> Asian Games 2022 (hereinafter referred to as “the Call”) as a Participant, and shall submit his/her design proposal(s) for the emblem of the 19<sup>th</sup> Asian Games 2022 (hereinafter referred to as “Emblem of the Asian Games”).

**Article II:** The Promisor hereby makes the following guarantee and promise to HAGOC in respect of his/her participation in the Call:

1. The Promisor (including but not limited to his/her members, employees, consultants, agencies and/or any third party that works for him/her, hereinafter the same) has read through the Technical Document on the Call for Design Proposals for the Emblems of 19th Asian Games 2022 (hereinafter referred to as “Technical Document”) and its entire appendixes, and represents to adhere to the arrangements and requirements made and to be made by HAGOC in connection with the Call (including but not limited to those set out in the Technical Document and its entire appendixes, as well as those listed in the files updated by HAGOC from time to time), and shall hold no objections thereto. The Promisor’s participation in the Call shall be considered that the Promisor accepts all conditions and terms hereof.
2. The Promisor represents that the Promisor and any of his/her employees or family members will not disclose to any third party any unpublished information regarding HAGOC and the Hangzhou Asian Games obtained during the Call.
3. The Promisor represents that he/she will not engage in commercial promotions with respect to the Promisor’s participation in the Call at any time, location and in any form or indicate, explicitly or implicitly, that the Promisor has any association with HAGOC, the Hangzhou Asian Games, and the OCA.
4. All costs and expenses incurred from the Promisor’s participation in the Call, except otherwise agreed by HAGOC, shall be borne by the Promisor.
5. The Promisor has the civil rights and capacity to take part in the Call. (If the Promisor is of no or restricted civil capacity, consent from his/her legal guardian shall be required, and all documents submitted to HAGOC shall be signed by the Promisor and such legal guardian.) For the purposes of the Call, any seal or signature of the Promisor shall be authentic, lawful and valid, and binding on the Promisor.
6. In the event of any damages caused to HAGOC owing to the Promisor not performing any of its obligations or duties contemplated herein, the Promisor shall be held solely accountable for all liabilities.

7. Regardless of whether the entry(ies) is selected in the Call or not, the Promisor represents that he/she will not disparage the OCA Symbol and the Hangzhou Asian Games in any way, and will respect the honour and prestige of the OCA and HAGOC, and will not exercise any rights that might impair the rights, image, reputation or prestige of the OCA, the Hangzhou Asian Games, and HAGOC.

**Article III:** The Promisor hereby represents the following with respect to the intellectual properties of his/her entry(ies) and the transfer thereof (for clarification purposes, transfer of intellectual properties shall not take place for entry(ies) submitted by Participants, i.e., the Promisor, not eligible for participation in the Call, or entry(ies) not qualified or valid for the Call, in accordance with the Document on the Call):

1. The Promisor guarantees that the entry(ies) he/she submits to HAGOC for participation in the Call is original and completed independently by the Promisor without any help from others and does not cause any damage to any prior right. The Promisor guarantees that he/she will not knowingly duplicate works of others. The Promisor owns full, complete and exclusive copyright and other civil rights to such entry(ies).

2. The Promisor shall, upon the execution of this Letter of Commitment, make an irrevocable and exclusive package transfer to HAGOC of his/her copyright of the entry(ies) and all of his/her rights to all images or three-dimensional manifestations in the entry(ies) (including right of design application and right of trademark application) and the entire derived rights related thereto, in ways and manners permitted by law worldwide. HAGOC shall be entitled to further transfer such rights to any third party.

3. The Promisor guarantees that he/she shall no longer exercise the personal rights included in the copyright and other rights protected by laws, such as the publication right, right of authorship, right to modification, and right of protecting integrity of the works, and shall allow HAGOC or its designated third party to exercise such rights exclusively worldwide.

4. The Promisor agrees that he/she will make relevant designs and revisions to the works related to the entry(ies) in accordance with the requirements of HAGOC for further design and revisions, so as to meet the requirements proposed by HAGOC and the OCA. The intellectual property of the further designed and revised works shall still belong to HAGOC. In the event that Promisor's fails to further design or revise the works as required by HAGOC, or HAGOC decides not to have the Promisor carry out such design or revisions to the works, the Promisor shall accept the decision and authorise HAGOC to carry out designs or revisions to the works by itself or by engaging any third parties, and to have the right to use such designed or revised work for the emblem of the Games. The Promisor shall not make any claims or requirements to HAGOC on these grounds. Any changes to the entry(ies) shall not be considered as any infringement on the entry(ies).

5. The Promisor shall not publish all or part of such entry(ies) (irrespective of whether it contains the OCA Symbol or not) in any location in any form, including but not limited to, in print or electronic form. The Promisor also guarantees that he/she has not carried out any form of application or development of the entry(ies) worldwide, and has no right to do so, either independently or by authorizing any third party.

6. The Promisor agrees that in consideration of the nature of the Call, HAGOC is not required to pay any royalties or fees for the transfer of rights related to the works. The Promisor will not claim for sharing any profit or interest resulted from the commercial utilisation of the entry(ies), nor will he/she publish his/her entry(ies) prior to the launch of the emblem by HAGOC.

7. The Promisor represents that HAGOC shall be entitled, at its discretion, to conduct any form of use, development, authorization, licensing or protection activities of the emblem design proposal eventually selected, without being subject to any interference or restrictions by the Promisor or any third party. The foregoing activities can be carried out in any medium (including the unknown media in the current cognitive domain) or take any form, including but not limited to written and electronic forms. The Promisor shall have no claims over any special rights or any interests acquired from HAGOC's engagement in the foregoing activities.

8. If the Promisor fails to perform its representations hereunder, and fails to make effective remedies within 10 days from the written notice of HAGOC's request for rectification within a set timeframe, HAGOC shall have the right to disqualify the Promisor's entry(ies) and make claims against the Promisor for any damages so caused.

9. In the event that the entry(ies) submitted by the Promisor in connection with his/her participation in the Call has resulted in HAGOC facing claims, litigation or arbitration by any third party, or HAGOC suffering any direct or indirect damages to its reputation, prestige or finance, then regardless of whether it is being the Promisor's fault, HAGOC shall have the right to request the Promisor to take sufficient and proper measures to hold HAGOC harmless against any consequences that may occur from the foregoing claims, litigation or arbitration threats. In addition, HAGOC shall reserve the right to further claim against the Promisor in connection with any damages so caused.

**Article IV:** This Letter of Commitment shall be interpreted in accordance with the laws of the People's Republic of China and is made in Chinese and English languages. In case of any discrepancy between Chinese and English versions, the former shall prevail.

**Article V:** This Letter of Commitment shall take effect immediately upon its execution thereof and shall not be withdrawn or revoked for any cause, unless permitted by HAGOC.

**Article VI:** This Letter of Commitment shall take effect on the day it is signed (along with the signature of the legal guardian, if applicable) and affixed with seal (not required if the Participant is a natural person) of the Promisor.

Signed by the Promisor (natural person):

Signed by the legal guardian (if applicable):

Promisor (juridical person or non-juridical organisation):

Signature of the legal representative or person in charge (seal):

Signature of authorized representative:

Date:



**Appendix 2:**

**Letter of Authorization**

(Note: Natural persons are not required to fill in the Letter of Authorization)

To the 19th Asian Games Hangzhou 2022 Organising Committee (HAGOC):

The Participant [ ] (printed name and title), who is the legal representative/person in charge of [ ] (name of the Participant), hereby authorizes and entrusts [ ] (printed name) of [ ] (name of an internal department of the juridical person or non-juridical organisation) to act as the authorized representative of the Participant for participating in the Call for the Design Proposals for the Emblems of the 19<sup>th</sup> Asian Games 2022. The signing of all relevant documents and handling of all relevant matters by the authorized representative during the Call are acts on behalf of the Participant and shall have the same binding effect as the Participant's own acts. The Participant will bear all obligations, responsibilities and consequences arising from the foregoing acts conducted by the authorized representative. The authorized representative has no sub-commissioning right. If the Participant wishes to withdraw or alter the authorization, he/she must serve a notice in writing to HAGOC, which shall be effective upon receipt and confirmation thereby.

Authorisation is hereby given.

Name of the authorized representative of the Participant:

Address:

Number of valid ID:

Title:

Signature of the authorized representative:

Participant:

Official Seal:

Signature of the legal representative/person in charge:

Date:



**Case Description of the Participant’s Relevant Experience, References, and Achievements** *(The assessment of the Participant by any independent third party may be included. If the space provided below is not sufficient for the description, up to 50 additional pages may be attached, which is optional):*

I have read, understood and accepted the Technical Document on the Call for the Design Proposals for the Emblems of the 19th Asian Game 2022 and all its appendixes and guarantee that all the information I have provided is authentic.

Signature:

Signature of the legal guardian (if applicable):

Date of form completion:

**Remarks**

1. If the Participant is not a person with full capacity for civil conduct, all the documents submitted to HAGOC must also be signed by his/her legal guardian;
2. The entire form must be filled in completely, except the optional parts. Any blank spaces left may lead to the disqualification of the entry(ies).

Documents to be submitted together with the form:

1. All documents listed in the “Documents Included in the Entry”;
2. Letter of Commitment;
3. For short-listed entry(ies), if the Participant that submitted such entry(ies) is a foreign natural person, he/she shall have all his/her submitted documents verified by the notary authority;
4. Other documents deemed necessary by HAGOC.

(Form 2: To be filled in by a juridical person or non-juridical organization)

Name		
Legal Representative or Person-in-Charge		
Domicile		
Time of Registration		
Postal Address		
Tel.		Fax
E-mail		Official Website
Legal Representative or Person-in-Charge	Name	
	Name and Number of Valid ID	
	Postal Address	
	Tel.	
	E-mail	
Authorized Representative	Name	
	Name and Number of Valid ID	
	Postal Address	
	Tel.	
	E-mail	
<p>Documents Included in the Entry:</p> <ul style="list-style-type: none"> <li>● Qualification Document and Legal Document Include: <ul style="list-style-type: none"> <li><input type="checkbox"/> General information of the Participant (as per this form, with a photocopy of the Business License, Organisation Code Certificate, and the valid ID of the legal representative, person in charge, and authorised representative);</li> <li><input type="checkbox"/> Qualification Document and Legal Document (copies of qualification, speciality, reward certificate, etc.)</li> </ul> </li> <li>● The Entry Includes: <ul style="list-style-type: none"> <li><input type="checkbox"/> Design drawings;</li> <li><input type="checkbox"/> Design specification; and</li> <li><input type="checkbox"/> Design application simulation.</li> </ul> </li> </ul>		
<p><b>Brief Description of the Participant's Career</b> <i>(If the space provided below is not sufficient for the description, up to 50 additional pages may be attached, which is optional):</i></p>		

**Brief Description of the Participant’s Former Experience in Taking Part in Logo or Emblem Design** *(If the space provided below is not sufficient for the description, up to 50 additional pages may be attached):*

**Case Description of the Participant’s Relevant Experience, References, and Achievements** *(The assessment of the Participant by any independent third party may be included. If the space provided below is not sufficient for the description, up to 50 additional pages may be attached, which is optional):*

I have read, understood and accepted the Technical Document on the Call for Design Proposals for the Emblems of the 19th Asian Games 2022 and all its appendixes and guarantee that all the information I have provided is authentic.

Signature of the legal representative or person in charge:

Authorized representative (signature):

Seal:

Date of form completion:

Remarks

This form must be filled in completely, except the optional parts. Any blank spaces left may lead to the disqualification of the entry.

Documents to be submitted together with the form:

1. All documents listed in the “Documents Included in the Entry”;
2. Letter of Commitment;
3. Letter of Authorization;

4. For short-listed entry(ies), if the Participants that submitted such entry(ies) is a foreign juridical persons or non-juridical organisation, it shall have all its submitted documents verified by the notary authority;
5. Other documents deemed necessary by HAGOC.