

條款

1. 是次活動
 - a. 是次活動名稱為「空間數據共享平台大獎 2023 - 「空間數據推動城市向前邁進」」，下稱「比賽」。
2. 主辦方
 - a. 此比賽的主辦方為中華人民共和國香港特別行政區政府發展局及地理空間實驗室。「主辦方」是指一個或所有上述的機構。
3. 網站
 - a. 此比賽的網站為：<https://csdigeolab.gov.hk/en/upcoming-events/csdi-awards-2023>，正常情況下全天候 24 小時開放於公眾，部份時間可能會因網站維護或故障而受影響。
 - b. 此條款及此比賽的詳細安排（包括其對比賽單位的要求、比賽日程、獎項、作品要求及評審準則）均會刊登於此比賽的網站。
4. 協議
 - a. 任何符合參賽條件的人士均可通過提交比賽所須的作品參加比賽。
 - b. 任何參賽人士均須閱讀並接受這些條款。接受條款即表示您：
 - i. 已就參賽一事，與主辦方達成有效且可執行的合約關係；
 - ii. 已在報名參加比賽時，通過勾選同意小格子，表示完全及無條件地同意遵守這些條款；和
 - iii. 已授予主辦方權利，在您違反這些條款的情況下立即取消您的比賽資格，並且不會向您頒發任何獎品。
5. 參賽者
 - a. 「參賽單位」泛指以個人或小組形式參加比賽的參賽者。
 - b. 比賽小組的成員名單必須在提交作品（組別 1 至 3）或建議書（組別 4）的截止日期前確定及登記，且不能於提交後或提交作品（組別 1 至 3）或建議書（組別 4）的截止日期後更改（以較後的日期為準）。
6. 評審
 - a. 評審的決定為最終決定。
7. 知識版權
 - a. 任何意念、解決方案、材料或匯報文稿的知識版權均為參賽單位或參賽團隊的成員所有，並不會因參賽而令其知識產權所有權轉讓予主辦方。
 - b. 惟參賽單位須於提交作品、建議書及作品簡介書的同時授予主辦方不得撤銷的免費許可，以允許主辦方於比賽期間及完結之後分享、展示、複製和分發其交付成果，以管理及推廣此比賽，及推廣空間數據共享平台。
 - c. 主辦方不會使用參賽單位的交付成果及材料作商業用途或將其知識產權據為己有。該等作品及材料僅被用於評核參賽單位的解決方案及慶祝/宣傳獲勝單位及其意念。
8. 保密
 - a. 主辦方沒有義務為參賽單位所提供的任何資訊進行保密。同時，主辦方可自行決定公開分享所有相關資訊及材料。
9. 條款修改
 - a. 主辦方保留隨時修改這些條款或暫停/取消比賽的權利。
 - b. 如有任何條款修改，參賽單位將收到更改通知。
10. 有限責任
 - a. 主辦方並不會為參賽單位所產生的任何費用、傷害或損害負責。一經報名，參賽單位將被自動視為同意主辦方免受任何和所有責任索賠。
11. 個人資料保護
 - a. 主辦方將遵守香港的《個人資料（私隱）條例》收集及使用由參賽單位所提供的個人資料。所有所收集的資料只會被用於舉辦和管理比賽。
 - b. 參賽單位可向主辦方提出要求，以便隨時查閱、更正或刪除其個人資料。
12. 條款獨立性
 - a. 假若這些條款的任何部分被適用法律認為無效或不可執行，其餘部分將會繼續執行及保持有效。
13. 爭議解決方式及適用法律

- a. 任何因此比賽引起或與此比賽有關的爭議，應經由香港特別行政區法院解決。此比賽及因此比賽引起或與之相關的任何爭議，均受香港特別行政區法律管轄並按其法例解釋。

14. 英文版本優先

- a. 如果協議的中英文版本有任何不一致或衝突，以英文版本為準。

Terms

1. The Event

- a. The name of this event is “CSDI Awards 2023 – Propel Our City with Spatial Data”, hereafter the “Awards”.

2. Organizers

- a. The organizers of this Awards are the Development Bureau of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China and Geospatial Lab. “Organizer” refers one or all of the entities above.

3. Site

- a. The Awards’ website will be hosted at <https://csdigeolab.gov.hk/en/upcoming-events/csdi-awards-2023>, accessible for 24 hours a day, subject to possible IT maintenance operations or malfunctions.
- b. In addition to these terms, the details of the Awards, including requirements of participation units, schedule of the Awards, awards, deliverable requirements, and judging criteria, are published on the Awards website.

4. Agreement

- a. Any eligible person enters into the Awards by submitting a deliverable.
- b. Any person who enters into the Awards is required to review and accept these terms. By accepting the terms, you
 - i. enter into a valid and enforceable contractual relationship with the Organizer regarding your participation in the Awards;
 - ii. fully and unconditionally agree to comply with these terms by checking an agreement box while enrolling in the Awards; and
 - iii. In case of non-compliance with these terms, the participant grants the Organizer the right to immediately disqualify from the Awards, and no prize will be awarded.

5. Participants

- a. “Participation units” refer to all individuals and teams participating the Awards.
- b. Participation teams must be formed and registered prior to the deliverable (category 1 to 3) or proposal (category 4) submission deadline. No changes to team membership are allowed after submission or the submission deadline, whichever later.

6. Judging

- a. The judges' decisions are final.

7. Intellectual Property

- a. By submitting any idea, solution, material, or presentation, participation units or participated teams’ members do not transfer the intellectual property ownership of the submission to the Organizer.
- b. However, by submitting a deliverable, proposal and work brief, participation units grant the Organizer an irrevocable and free license to share, display, reproduce, and distribute their deliverables for the purposes of administering and promoting the Awards, and promoting Common Spatial Data Infrastructure.
- c. The Organizer will not use participated teams’ deliverables and materials for commercial purposes or claim the intellectual property as their own. The deliverables and materials will be used solely to evaluate participation units’ solutions and celebrate/publicize winning units and their ideas.

8. Confidentiality

- a. The Organizer has no obligation to keep any information submitted by participation units confidential. All information and materials may be shared publicly at the Organizer's discretion.

9. Modification of Terms

- a. The Organizer reserves the right to modify these terms or suspend/cancel the Awards at any time.
- b. Participation units will be notified of any changes.

10. Limited Liability
 - a. The Organizer is not responsible for any costs, injuries, or damages incurred by participation units or participated team members. By registration, participation units agree to hold the Organizer harmless from any and all liability claims.
11. Personal Data Protection
 - a. The Organizer will collect and use personal data provided by participation units in accordance with the Personal Data (Privacy) Ordinance of Hong Kong. All data collected will be used solely for the purposes of conducting and administering the Awards.
 - b. Participation units may access, correct, or delete their personal data at any time upon request to the organizer.
12. Severability
 - a. If any portion of these terms is held invalid or unenforceable under applicable law, the remaining portions will remain in full force and effect.
13. Dispute Resolution and Applicable Law
 - a. Any dispute arising out of or in connection with this Awards shall be resolved by the Courts of Hong Kong Special Administrative Region. This Awards and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.
14. English Prevails
 - a. Should there be any inconsistency or conflict between the English and Chinese versions of the Agreement, the English version shall prevail.