

“Victoria Harbour” Word Art Competition

Invitation Brief

1. Introduction

It is the vision of the Harbourfront Commission (hereinafter referred to as “HC”) to bring more people to the harbourfront and engage the community on harbourfront development. The harbourfront is not only a leisure park but a place for implementing creative arts. The HC therefore encourages the stakeholders and art groups to participate in the beautification of the harbourfront together in order to enhance its uniqueness and attractiveness, as well as to increase the community’s sense of belonging to the harbourfront.

To this end, the HC together with the Harbour Office (hereinafter referred to as “HO”) of Development Bureau (hereinafter referred to as “DEVB”) are launching the “Victoria Harbour” Word Art competition (hereinafter referred to as “Competition”) to invite talents including designers, architects and artist, etc. (hereinafter referred to as “Participants”) to create an iconic “Victoria Harbour” Word Art (hereinafter referred to as “Artwork”) for placing at the East Coast Park Precinct (hereinafter referred to as “the Promenade”) near North Point.

Participants are invited to submit proposals for the design, fabrication, delivery, installation and maintenance of the Artwork in accordance with the theme and requirements as outlined in **Annex 1**.

Since the construction of the Promenade has not commenced, all drawings, images and descriptions of the Promenade provided in this brief are indicative only and subject to change without further notice. Participants are advised to obtain the latest information when finalizing their proposals.

For the purpose of this Competition, “Proposal” means all deliverables submitted by a Participant in each proposal in accordance with **Section 6 “Selection and Commissioning Process”**.

2. Commissioning Budget

The ceiling of commissioning budget for the Artwork is HK\$1,000,000 (all inclusive), which shall cover the following but not limited to –

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- a. Artist’s fee and design fee (not exceeding 10% of the commissioning budget of Artwork);
- b. Production and installation fee (including material, support and fabrication fees and Augmented Reality (AR));
- c. Feasibility study report and Artwork structural integrity and safety certificate by the Registered Structural Engineer (hereafter referred to as “RSE” and as defined in Section 2 of the Building Ordinance, Cap.123) and relevant reports (if required);
- d. Attendance to meetings;
- e. Participation of public relation events;
- f. Stand and finishing, electrical/lighting system (please note that there will be a power supply of 13A provided on site tentatively) and devices;
- g. Artwork transportation and storage fee;
- h. Insurance (public liability and contractors’ all risks insurance);
- i. Clean up and maintenance during the one-year warranty period* by the commissioned Participant;
- j. Relocation of Artwork (for one time)[†];
- k. Dismantling and disposal[‡];
- l. Subsidy for the auditor’s report (not exceeding HK\$5,000); and
- m. All other direct and indirect costs and expenses incurred by the commissioned Participant in the course of implementing the commissioned Artwork, e.g. travel, documentation, translation, tax, etc.

3. Eligibility

The Competition is open to all members of Hong Kong Institute of Architects (“HKIA”), Hong Kong Institution of Engineers (“HKIE”), The Hong Kong Institute of Landscape Architects (“HKILA”), the Hong Kong Institute of Planners (“HKIP”), Hong Kong Institute of Surveyors (“HKIS”) and Hong Kong Institute of Urban Design (“HKIUD”). They may submit Proposals as individual (hereinafter referred to as “Individual Participant”) or as members of a team (hereinafter referred to as “Team Participant”). There is no maximum number of members in a team, but each Team Participant must comprise at least one member of the professional institutes out of HKIA, HKILA, HKIP, HKIUD, HKIE or HKIS, while the rest of the team

* HO reserves the right to extend the provision of clean up and maintenance services of the commissioned Artwork after the one-year warranty period. The cost for providing clean up and maintenance service would be paid on top of the commissioning budgets and to be agreed with the commissioned Participant.

[†] Time for relocating the Artwork to be instructed by HO separately.

[‡] Time for dismantling and disposal of Artwork to be instructed by HO separately.

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members may be of different professions or backgrounds (e.g. an artist or a designer) and may not necessarily be members of the six professional institutes. Each Team Participant shall nominate a Team Leader, who must be a member of either HKIA, HKIE, HKILA, HKIP, HKIS or HKIUD. All Individual Participant and Team Leader of Team Participant must be aged 18 or above who possess valid Hong Kong Identity Cards. Participants who are aged 18 or above but are not Hong Kong residents (including those residing in Mainland China and overseas) may also submit Proposals as members of a Team Participant. All these details would be required in the Entry Form (**Annex 2**).

Participants have to demonstrate that they are capable of completing the Artwork within the proposed timeframe in **Section 9 “Schedule of Reference”**.

Employees of DEVB and the Selection Panel (as defined in **Section 5 “Selection Panel”**) are ineligible for submission of Proposals under this Competition. The HO has the sole discretion to determine the eligibility of any Participants.

4. Expenses

There is no charge for participation in the Competition. However, the Participants are solely responsible for their own costs and expenses such as materials, labours, transportation, translation, insurance, etc. in preparing and delivering of the Proposals and/or the macquette of Artwork and attending the relevant meetings. The HO shall not be liable to any Participants for any claims whether for costs or damages incurred by the Participants, loss of anticipated profit in connection with the participation, or any other matter whatsoever.

5. Selection Panel

The members of the Selection Panel (hereinafter referred to as “Panel”) will comprise representatives from DEVB and the HC. The HO will advise on the day-to-day business of this Competition. The HO may change the composition of the Panel without prior notice, and has the right to add, replace or remove any members of the Panel.

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6. Selection and Commissioning Process

Stage 1 – Submission of Proposals by the eligible Participants

At Stage 1, the eligible Participants have to submit Proposals (please see the requirements below) in accordance with this Invitation Brief, including the basic requirements at **Annex 1**. The HO will shortlist Proposals in Stage 1 (hereinafter referred to as “Shortlisted Proposals”) for Stage 2 assessment.

Each Participant may submit no more than two separate Proposals. Participants are required to submit separate Entry Form with all necessary supporting documents for each Proposal.

Each Proposal must be in prescribed format and include the following deliverables (hereinafter referred to as “Deliverable Items”) 1 to 5 (and also 6 and 7, if applicable)

I. Email, CD(s) or DVD(s) containing the following Deliverable Items –

1. A maximum of 25 slides of a PowerPoint Presentation including –
 - a. The 1st slide of PowerPoint Presentation –
 - (i) one image showing the artistic concept of the proposed Artwork; and
 - (ii) listing out the name(s) of Participant, as well as the title, medium, materials and installation location of the proposed Artwork;
 - b. The 2nd slide up to maximum the 7th slide of PowerPoint Presentation –
 - (iii) Participant’s curriculum vitae (see the sample at **Annex 3**);
 - (iv) Documentation of the Participant’s previous public artwork (see the sample at **Annex 4**); and
 - (v) Artistic concept (a description of not more than 600 words altogether in Chinese or English while illustrations of simple drawings are optional) (see the sample at **Annex 5**);
 - c. The remaining slides up to the 25th slide of PowerPoint Presentation –
 - (vi) High quality drawings or sketches or other explanatory means that clearly present the proposed Artwork within the context of the location/site, dimensions, placement, etc.
(Suggestion: proposing the colour scheme and scale of the proposed

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Artwork, illustrating the dimensions and materials of the proposed Artwork and the different facets of the Artwork);

- (vii) Material sample(s) and specifications of the proposed Artwork;
- (viii) Information of Artwork production, installation and feasibility;
- (ix) The adoption of Augmented Reality (AR);
- (x) Timescale breakdown including research, production, delivery and installation;
- (xi) A detailed budget breakdown which may include artist’s fee and design fee, material costs, fees for professional drawings, feasibility study report and structural integrity and safety certificate fee by the RSE and relevant reports, site works (e.g. foundation excavation, pouring of foundations, landscaping, etc.), insurance, documentation, electrical/lighting devices, etc.
(Please note that there will be a power supply of 13A provided on site tentatively. Proposals must include detailed prices for lighting devices/electrical connection and seek the site management’s advice)
- (xii) Comprehensive information on Artwork’s installation, operation, maintenance and conservation; and
- (xiii) A brief proposal of the plan to further display or use the proposed Artwork, if commissioned and installed on site, after the display period (such as a new site for permanent display, disassemble the Artwork for other creation, etc.)

2. Digital files of the images and illustrations regarding the Deliverable Items 1a, 1b and 1c as listed above. Each digital file should be in resolution of about 300dpi in JPEG format.

II. Email or hardcopies of the following Deliverable Items on double – sided papers –

3. Email or submit two full original printed sets of Deliverable Items 1a, 1b and 1c as listed above (on paper not bigger than A3 size);
4. Completed Entry Form (See **Annex 2** printed on paper not bigger than A4 size; and
5. Declaration at **Annex 6** (printed on paper not bigger than A4 size).

III. Other information –

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6. Participants may also submit sample(s) of material(s) proposed in Item 1c(vii) above with their Proposal; and
7. If the proposed Artwork will produce any sound, Participants should provide a detailed description of the sound in Item 1c(vi) above and a recording or a sample with the Proposal.

Notes –

- a. Participants must make their Proposals clear to the Panel. To enhance the overall clarity and nature of the Proposals, Participants may use a variety of artistic media.*
- b. All text of Deliverable Items 1a, 1b and 1c shall be made in either Chinese or English.*
- c. Only the first 25 slides of the PowerPoint Presentation submitted by each eligible Participants will be submitted to the Panel for assessment. The 26th or latter slides of the PowerPoint Presentation will be excluded from the Panel’s consideration.*
- d. Participants must make the text and illustrations in their Proposals clear to the Panel. PowerPoint Presentation should be in simple design with text and illustrations. Animation and other special effects are not recommended.*
- e. If the Participants submits more than one Proposal, please enclose each Proposal in separate email or envelope and mark clearly the number of Proposals on the email or envelope.*

Deadline: **4 September 2020 (Friday)**
(according to the time of receipt if by email or by hand and the date of the post mark if by post)

Submission: All Proposals must be delivered to the HO, by email, by the Participant’s authorized person in person or by post.

Address: Room 1106-07, Wing On Kowloon Centre, 345 Nathan Road, Kowloon (Attn: “Victoria Harbour” Word Art Competition)

Email address: harbouroffice@devb.gov.hk

Opening hours: from 9:00 am to 12:45 pm and 2:00 pm to 5:00 pm on working days

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Participants selected by the Panel (hereinafter referred to as “Selected Participant”) will receive notification and may be requested to sign the commission agreement (hereinafter referred to as “Agreement”) with DEVB for the design, fabrication, delivery, installation and maintenance of the proposed Artwork. Selected Participants should be prepared to co-ordinate and negotiate with the HO and carry out the Proposals within the proposed time frame in **Section 9 “Schedule for Reference”** if a commission offer is made.

Stage 2 – Presentation by the Shortlisted Participants

Shortlisted Participants should attend a presentation organized by the HO. The Shortlisted Participants are expected to introduce and emphasize the characteristics of the site and location, content of the Proposal submitted and macquette (if any) in the presentation. Participants shall refer to **Section 9 “Schedule of Reference”** for the proposed timeframe of the presentation.

7. Selection Criteria

All Proposals will firstly be shortlisted by the HO and the Shortlisted Proposals would be assessed by the Panel. **Decisions of the HO and the Panel shall be final and cannot be appealed against.** The HO and the Panel shall have the right to recommend selection or no selection of any Shortlisted Proposals and Selected Proposals for any reasons, and shall have the right to recommend to the HO the installation location for the Shortlisted Proposals and the Selected Proposals.

The HO and the Panel will assess and shortlist/select the Proposals with the following criteria –

	Percentage of Marks
a. Technical feasibility in terms of:- <ul style="list-style-type: none">• scale, material, durability, suitability for display and use;• budget and cost effectiveness;• production time;• public safety and maintenance concerns	30 (15) (5) (5) (5)
b. Artistic concept in consideration of the design of the Promenade and the corresponding theme(s), including its ability in promoting the image of the Victoria Harbour in	25

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general	
c. Artistic/ professional merit, creativity, originality, environmentally friendliness and sustainability of the Artwork	20
d. Experience and ability to organise and fabricate public Artwork	15
e. Innovation, uniqueness and artistic merit of the previous public Artwork	5
f. Impact on the promenade and community relationship	5
Total	100

8. Briefing Session

A briefing session will be organised for interested persons with details as follows –

Content	Date and Time	Deadline of submitting reply slip
Briefing on the Competition	3:00 pm; 10 August 2020 (Monday) <i>Briefing Session to be conducted online. Link for joining the online briefing session will be provided to registered participants by email.</i>	<i>7 August 2020 (Friday) (Updated)</i>

9. Schedule for Reference^{§**}

Important Dates	Procedures	Remarks
24 July 2020 (Friday)	Open Call for Proposal	
<i>7 August 2020 (Friday) (updated)</i>	Deadline of submitting reply slip for briefing session	Annex 7
10 August 2020 (Monday)	Briefing Session	
4 September 2020 (Friday)	Deadline of Proposals submission	For details, please refer to Section 6

[§] The HO reserves the right to amend the schedule

^{**} Payment shall be made according to the terms and conditions to be specified in the agreement

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		and Annexes 1 - 6
Early – Mid September 2020	Stage 1 - Shortlisting of Proposals by the HO	
Mid September 2020	Notification of Results of Shortlisted Participants	
Late September 2020	Stage 2 – Presentation by the Shortlisted Participants	
Early October 2020	Selection of Proposals by the Panel	
Mid October 2020	Notification of final results to the Selected Participant	
End October 2020	Signing of Agreement with the commissioned Participant	
	The 1 st commission instalment to the commissioned Participant	About 10% of the total
November – December 2020	Negotiation and confirmation of Proposals with the HO, including the submission of detailed implementation plan, design drawing for Artwork production and installation, feasibility study report, insurance and professional drawings sealed by the RSE, if applicable	
	Technical vetting of feasibility study report, if applicable	
	Agreement execution and commissioned Artwork fabrication	
	The 2 nd commission instalment to the commissioned Participant	About 50% of the total
Q1 2021	Installation of commissioned Artwork	
	Submission of certificate sealed by the RSE, confirming the satisfactory completion of the Artwork and installations, structural integrity and safety, if applicable	
	Inspection and handover of commissioned Artwork	
Q2 2021	The 3 rd commission instalment to the	About 30% of the

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	commissioned Participant upon satisfactory receipt of auditor’s report	total
After one-year warranty since commissioned Artwork handover	The 4 th commission instalment to the commissioned Participant	About 10% of the total

10. Proposal Submission

As the selection will be determined on the basis of the information received, the Participants shall ensure that information submitted is accurate, complete, relevant and comprehensive. Participants may be disqualified if they cannot submit the requested information as mentioned and required above or subsequently as requested by the HO. Late submission shall not be accepted. Incomplete or factually inaccurate information may lead to disqualification.

The HO shall have the right to require the Participants to submit or re-submit a duly completed and signed Entry Form at **Annex 2** within a period specified by the HO. Subject to the foregoing, new or additional information provided by Participants after the submission deadline shall not be accepted or considered. The HO reserves the right to disqualify any Participants who fails to submit or re-submit a duly completed and signed Entry Form as required by the HO.

If Black Rainstorm Warning Signal or No. 8 Typhoon Signal or above is being issued three hours before the submission deadline, the deadline will be postponed to 12:00 noon on the next working day.

For the purpose of this Invitation Brief, “working day” means any day from Monday to Friday other than a Hong Kong public holiday, or a gale warning day or black rainstorm warning day as defined in Section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1).

Participants should ensure that their Proposals submitted are properly secured or protected at the time of delivery. All successfully submitted Proposals will be kept by the HO. The HO shall not be responsible for the failure of postal delivery, loss or damage of the Proposal caused by accident, theft or fire.

All Proposals and submitted materials will not be returned.

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11. Result Announcement

All Selected and commissioned Participant will receive notification. Results of the Competition will be announced on DEVB’s webpage at https://www.devb.gov.hk/en/issues_in_focus/index.html. Results will not be given over the telephone.

12. Originality of Artwork

All Proposals, proposed Artwork and commissioned Artwork submitted by the Participants (other than the third party IPR mentioned in **Section 16 “Intellectual Property Rights”**) must be original works of the Participants without infringing the Intellectual Property Rights^{††} (hereinafter referred to as “IPR”) of any persons.

Participants must be the owners of IPR of their Proposals, proposed Artwork and commissioned Artwork as the case may be (other than the third party IPR mentioned in **Section 16 “Intellectual Property Rights”**). Participants shall be liable for any claims of infringement of IPR of any persons in relation to the Proposals and the corresponding Artwork. Participants shall indemnify the Government 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 Artwork .

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

13. Materials Used and Structural Safety

^{††} “Intellectual Property Rights” means patents, trade marks, 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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Artwork designed for display in the open public areas should be of strong framework which can last for more than 5 years. They should be made of durable materials (such as metal or stone, etc.) which should be able to withstand adverse weather conditions and frequent contact with visitors.

Participants should pay attention to the structural safety in their Artwork design and should comply with the building, health, regulations and safety standards. The design must not feature any sharp edges or corners that the public may come into contact with or any loose parts that may constitute a potential danger. Due regard should be given to safety, ergonomics and height design of Artwork if especially for use by children or people with special needs. Artwork must be designed in such a way that they are always stable even during typhoons and under other adverse weather conditions. For Artwork to be affixed onto a wall, the design has to take into consideration the structure of the wall and of the mounting support (if applicable), as well as the load-bearing areas of the wall. For Artwork to be erected on a stand or on the floor, consideration should be given to the loading capacity of the stand/floor. If plinths or additional structural support are required, they should be within the specified location of Artwork and all the relevant cost of the plinths or additional structural support including necessary shoring for excavation and one year warranty after completion of installation should be covered by the commissioning budget.

Participants are encouraged to use environmentally friendly materials and energy conservation devices for Artwork production and installation.

14. Commissioning of Artwork

This invitation of Proposals is neither a tender invitation nor an offer to commission agreement. By this invitation, the HO reserves to itself absolute and unfettered discretion to consider, analyze and select Proposals and negotiate Agreement with Participant as the Panel will recommend as the HO thinks fit. Selection or recommendation of Proposals by the Panel does not guarantee an offer of a commission Agreement from the HO. The HO reserves the right not to commission any Participant in respect of any location for any reasons.

Should negotiation for an Agreement with a successful Participant for commission fail, the HO shall be at liberty to decide to substitute any other Proposals for

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commissioning.

Details of the commission shall be drawn up and agreed between the to-be-commissioned Participant and the HO for implementing the commissioned Artwork. The HO reserve the right to fine tune the commissioned Artwork subject to agreement with the to-be-commissioned Participant. The Agreement will cover the schedule of production, the relevant documentation, physical ownership and IPR of the Proposal and the commissioned Artwork, installation and payment.

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

15. Physical Ownership of Commissioned Artwork

The final commissioned Artwork and the requisite documentations (as mentioned in the third paragraph of **Section 17 “Scope of Commission”**) together with the Proposal shall be the sole property of and vested in the Government.

The commissioned Participant shall transfer to the Government the right of the physical ownership of the commissioned Artwork and requisite documentations, together with the Proposal in perpetuity, and duly sign on the Agreement and relevant documents as confirmation.

The commissioned Participant shall always state that the commissioned Artwork was commissioned and is owned by the Government.

The commissioned Participant shall not reproduce the commissioned Artwork, nor shall the commissioned Participant grant permission to others to do so except with the written permission of the Government.

16. Intellectual Property Rights

The Participant is granted the right to use the “Victoria Harbour Logo” mentioned in **Annex 1** (hereinafter referred to as “Logo”) by the Government solely for the purpose of participating in the Competition. The Participant shall not use the Logo for any other purposes other than those mentioned in this Section.

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Upon submitting the Proposal for the Competition, the Participant warrants that to the extent that any IPR in any component of the Proposal and the proposed Artwork is vested in a third party, the Participant has obtained all necessary licences from the relevant third party IPR owner to use such third party IPR for participating in the Competition and for all the purposes contemplated by and incidental to the Competition and this Invitation Brief including those related to the commissioned Artwork and the production, installation and display thereof. The Participant shall clearly indicate such component of the Proposal and the proposed Artwork which involves third party IPR (if any) in the Proposal, other than the Logo.

The IPR (other than such third party IPR if any) of the commissioned Artwork including without limitation the two-dimensional graphical design and three-dimensional design of the word “Victoria Harbour” therein shall be and remain vested in the Government upon the execution of the Agreement.

The commissioned Participant shall waive all moral rights subsisting in the commissioned Artwork and requisite documentations, together with the Proposal, by the execution of the Agreement.

17. Scope of Commission

The commissioned Participant shall be required to engage fully in the documentation, public information, assessment and evaluation of the commission.

The commissioned Participant shall perform all services as described in the Agreement and furnish supplies, materials, labour and equipment necessary for the design, execution, fabrication, transportation, delivery, inspection and maintenance of the commissioned Artwork.

In the Agreement, the commissioned Participant shall undertake that they shall take responsibility, furnish and complete the following for the HO –

- a. Assign the IPR subsisting in the Proposal and the commissioned Artwork at no additional fee (other than the Artist’s fee and design fee mentioned in **Section 2a**) to the Government by executing the necessary agreements, deeds, instruments or other documents.
- b. Submit full drawings and feasibility study report sealed by the RSE in respect of

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the design and installation of the commissioned Artwork, if applicable.

- c. Follow a timeline as set forth in the Agreement, or such other timeline as agreed with the HO.
- d. Comply with all applicable local laws, rules and regulations in discharging its obligations under the Agreement.
- e. Provide a copy of public liability and contractors’ all risks insurance policy in the amount and on the terms and conditions to be specified in the Agreement together with a receipt of payment by the commissioned Participant of the relevant premium.
- f. Agree to perform all work under the Agreement as an independent contractor and not as an agent or an employee of the Government. As an independent contractor, the commissioned Participant shall furnish all supervision, labour, materials, equipment, supplies, and other incidentals, as well as transportation, shipping, storage prior to delivery and installation, inspection and maintenance of the commissioned Artwork. As an independent contractor, the commissioned Participant will also be responsible for all fees, charges and taxes payable in connection with the services they render.
- g. Be present in all production meetings with all relevant parties and during the commissioned Artwork installation.
- h. Participate public relation events/meetings/activities during and after the commissioned Artwork installation.
- i. Guarantee that the commissioned Artwork shall be at the displaying location proposed by the HO in the Agreement and ready to be put into place on the displaying location prior to the final installation date.
- j. Upon instructed by the HO, relocate the commissioned Artwork to other displaying location.
- k. Install the commissioned Artwork on the displaying location. The commissioned Artwork shall be inspected for damage by the commissioned Participant upon completion of installation before the Government takes possession in perpetuity.
- l. Submit a certificate sealed by the RSE confirming the commissioned Artwork’s completion, structural integrity and safety.
- m. Bear the risk of loss of or damage to the commissioned Artwork until it is received and inspected by the Government and the commissioned Participant on site and hold harmless the Government against any and all claims or liabilities existing or arising in connection with the construction and liens during the construction of the commissioned Artwork.
- n. Provide detailed written description of the commissioned Artwork and written instructions for appropriate maintenance and preservation of the commissioned

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Artwork.

- o. Develop comprehensive operation and maintenance specifications and any required staff training.
- p. Prepare final as-built documentation of the commissioned Artwork.
- q. Provide a one-year warranty period for workmanship and materials from the day of handover of the commissioned Artwork to the Government in perpetuity.

Notes: -

The above-mentioned items are general outline for information only and these are not exhaustive. The contractual obligations of the commissioned Participant and the DEVB shall be in accordance with the signed Agreement by the DEVB and the commissioned Participant.

18. Installation Location and Duration

The HO shall have the sole right and the absolute discretion to determine the location for any shortlisted Proposals or Selected Proposal. The HO shall also have the sole right and the absolute discretion to determine and change the installation location of the to-be commissioned Artwork and the commissioned Artwork.

The HO agrees in principle to install the commissioned Artwork on the Promenade for a period of 5 years from the date the HO officially accepted the commissioned Artwork, or other period which the HO considers appropriate. However, the HO in view of the physical condition of the commissioned Artwork has the sole discretion to decide whether the commissioned Artwork shall be dismantled, relocated or disposed of at whenever any time it thinks fit without seeking the prior consent of the commissioned Participant. Whether the HO will continue to display the commissioned Artwork on the installation location shall be subject to regular inspections by the HO after the installation of Artwork. The HO has the sole discretion to decide on the installation period of the commissioned Artwork and arrangement of the commissioned Artwork after dismantling it from the installed location. If the HO has decided to dismount, relocate or dispose of the commissioned Artwork, the commissioned Participant would be notified by writing.

19. Exhibition and Publicity

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Upon submitting the Proposal for the Competition, the Participant grants a licence to the HO, its authorized users, assigns and successors-in-title 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 Artwork including but not limited to the text, maquette and images for documentation, public consultation, exhibition, educational and publicity purposes through various forms or channels including the Internet. Such licence shall be royalty-free, irrevocable, non-exclusive, worldwide, perpetual, sub-licensable and freely-transferable. The HO reserves the right to decide on the form and manner in displaying the submitted Proposals and/or the proposed Artwork, including frequency and quantity of display items, choice of categories and scope, whole or part of the provided texts and images of the Proposals and/or the proposed Artwork, etc. The HO is not obliged to exhibit or publicize any one or all the Proposals received and the HO reserves the right to select Proposals and proposed Artwork for exhibition at any time, venue and location as it may consider appropriate, including the discretion to feature or not to feature any particular Proposals or proposed Artwork.

20. General Remarks

- a. The HO or the Panel are not obliged to accept any of the Participants’ Proposals and they reserve the right to reject any or all Proposals.
- b. The HO reserves the right to reject and deprive the title of any Shortlisted, Selected and commissioned Participant and Proposals if it thinks fit.
- c. The HO reserves the right not to commission any or all Proposals for any reason.
- d. The HO will not bear legal liability for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Participants as a result of or arising out of submitting the Proposals, or due to the HO’s acceptance or non-acceptance of their Proposals.
- e. The HO shall not be liable to compensate any Participants for any rejected, disqualified unsuccessful Proposals or title-deprived Proposals.
- f. The HO shall not be liable to compensate any Participants due to relocation, dismount, removal or disposal of the commissioned Artwork and/or modification of the Promenade or other site in/on which the commissioned Artwork is located at any time and for any period it seems fit.
- g. Terms and conditions of the Competition and other arrangements are subject to change at the HO’s discretion. The HO shall take reasonable steps to notify

^{‡‡} Such use includes conducting any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) in respect of the Proposals and the proposed Artwork.

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Participants of any such changes while the Participants shall keep a close eye on the Competition webpage at DEVB’s website https://www.devb.gov.hk/en/issues_in_focus/index.html, and keep themselves updated about any information or changes related to the Competition (including without limitation changes to this Invitation Brief). All matters, information or changes as announced on the Competition webpage at DEVB’s website concerning the Competition shall be deemed confirmed and binding on all Participants.

- h. Once Proposal is submitted, it implies full understanding and agreement of the Participant to all terms and conditions in this Invitation Brief, and those prevailing throughout the Competition.
- i. Any Participant who does not abide by the rules, requirement, conditions or warranties as set out in this Invitation Brief may result in disqualification from the Competition. Any disqualification decision shall be at the absolute discretion of the HO. The decision of the HO shall be final and binding on all parties concerned.
- j. The HO and the Panel shall not be responsible or liable for any erroneous, damaged, destroyed, lost, late, incomplete, illegible and misdirected Proposals, or any damage or loss arising from, connected with, or relating to the Competition, the submission of Proposals to the Competition, participation in the Competition, regardless of the cause or any fault by the HO or the Panel or any person for whom the HO or the Panel is responsible, and notwithstanding that any of those persons may have been advised of the possibility such loss or damage being incurred.
- k. The HO’s decision regarding all aspects of the Competition is final and binding on all parties concerned.
- l. The HO may at its discretion cancel, modify or suspend the Competition. The Participants shall not be entitled to any compensation as a consequence to such cancellation, modification or suspension of the Competition.

21. Personal Data

The personal data provided by the Participants are mainly for the purpose of carrying out the Competition.

By submitting the Proposals, Participants and their members agree that the personal data provided will be kept by the HO and will be used by the HO for this Competition, and commission Agreement (if any), and for correspondence and promotion of other

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future public art programmes by DEVB.

Participants have the right to request access to and the correction of personal data as stated in the Entry Form in accordance with Section 18, 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance. Requests could be addressed to DEVB (Harbour Office), at Room 1106-07, Wing On Kowloon Centre, 345 Nathan Road, Kowloon.

22. Compliance with Laws

This Invitation Brief shall be construed according to the laws of the Hong Kong Special Administrative Region. Participants shall comply with the laws of the Hong Kong Special Administrative Region in submitting Proposals or proposed Artwork.

23. Information and Enquiries

This Invitation Brief, additional and updated information on the Competition and the Sites are available from DEVB’s website at https://www.devb.gov.hk/en/issues_in_focus/index.html.

For enquiries, please contact the HO by –

Phone: 3620 3944
Fax: 3621 0634
Email: harbouroffice@devb.gov.hk

at working hours: 9:30am – 6pm (Mondays to Fridays except public holidays)

– End –