

## 知识产权免责声明

### DISCLAIMER OF INTELLECTUAL PROPERTY RIGHTS

1. Before taking a participation of the Competition, all participants have carefully perused the competition rules and accepted the same. All participants have made the decisions to attend and participate in the competition at their own discretion by complying with the competition rules and any reasonable requirement issued by the Pinnacle Awards Asia-Pacific Official from time to time.

参加本次竞赛前，参赛者已经仔细阅读了竞赛规则，在自主自愿的前提下，作出了参加竞赛的决定，并同意遵守竞赛规则、及尖峰设计亚太奖官方不时颁布的合理要求。

2. All design works submitted by the participants during the competition shall be deemed to be the lawful intellectual property owner of the design work, unless the Pinnacle Awards Asia-Pacific Official receives a contrary notice.

参赛者在竞赛期间提供的所有参赛设计作品，除非尖峰设计亚太奖官方收到相反通知，否则即视该参赛者为其参赛设计作品的合法知识产权所有人。

3. Upon registration as well as during the course of the competition, each participant shall immediately inform the Pinnacle Awards Asia-Pacific Official in the case that a third party raises a claim of right against any of his/her design works by a letter of inquiry, a warning letter, an infringement lawsuit or any other kind of legal actions/proceedings.

一经报名及于竞赛期间，当有第三方以询问函、警告函、侵权诉讼或类似之程序，对即将报名或已报名的参赛设计作品主张权利时，每一参赛者均应立即通知尖峰设计亚太奖官方。

4. All participants shall be responsible for submitted design works at his/her own. Participants shall undertake any and all legal responsibilities and liabilities for all disputes arising from the submitted design works. However, the Pinnacle Awards Asia-Pacific Official shall be free and protected from any kind of such legal responsibility or liability independently or jointly.

参赛者需自行对所提交的参赛设计作品负责。因参赛设计作品引发的一切纠纷由参赛者承担全部法律责任，尖峰设计亚太奖官方不承担任何法律及连带责任。

5. All participants shall indemnify the Pinnacle Awards Asia-Pacific Official against all claims from third parties due to alleged or actual infringements in connection with the submitted design works. Participants should also cover the costs of the required legal defense of the Pinnacle Awards Asia-Pacific Official, including all court and attorney fees at statutory rate. Moreover, in case of a claim by a third party the participant shall also be obliged to place at the Pinnacle Awards Asia-Pacific Official's disposal promptly, accurately and completely all information that is necessary for the verification of the claim asserted and for a corresponding legal defense.

参赛者应担保赔偿尖峰设计亚太奖官方因第三方对报送参评之设计产品声称或有现实侵害之主张所受之所有损害。在此，参赛者亦应负担所有尖峰设计亚太奖官方法律上防御/应对之所需，包含所有法院诉讼费及合理的律师费。如有第三方主张侵害，参赛者亦应立即、正确且完整地向尖峰设计亚太奖提供所有的对该主张核实并进行相应法律上防御的必要信息。

6. If any third party believes that any design work has violated or infringed his/her legitimate

rights and interests, he/she shall contact the Pinnacle Awards Asia-Pacific Official as soon as possible by disclosing necessary and effective evidences of proof, for Pinnacle Awards Asia-Pacific Official's convenience to respond in a timely and polite manner.

第三方如认为参赛设计作品存在侵犯自身合法权益的内容，应准备好具有法律效力的证据材料，及时与尖峰设计亚太奖官方取得联系，以便尖峰设计亚太奖官方迅速、有理有节地做出处理。

7. The Pinnacle Awards Asia-Pacific Official shall have sufficient and lawful rights to exercise a free, globally, irrevocably and non-exclusive license for each design work as authorized by all participants by registering the competition and submitting the design works, including, but not limited to, duplication, public display, publishing, promotion and the like.

在登记报名及提交参赛设计作品的过程中，参赛者即已授予尖峰设计亚太奖官方无偿的、全球范围内的、不可撤销、非独家的许可权，以便尖峰设计亚太奖官方（包括但不限于）进行拷贝、公开展示、印刷出版、推广宣传。

8. In the event that any design work submitted by a participant infringes the intellectual property rights of any third party, the Pinnacle Awards Asia-Pacific Official shall execute the power and rights to suspend, freeze or even cancel/terminate any and all participation rights of such participant, where the Pinnacle Awards Asia-Pacific Official shall have nothing to do with or be responsible/liable for any infringement, action or declaration of such participant.

参赛者所提交的参赛设计作品如若侵犯他人知识产权，尖峰设计亚太奖官方有权立即中止、冻结直至终止/取消该等参赛者的参赛权利，该等参赛者的任何侵权行为、所作的任何行动或声明均与尖峰设计亚太奖官方无关。

9. A participant shall only be referred to an individual or legal entity who completes account registration, agreement conclusion and submission of design work on [www.pinnacleawards.asia](http://www.pinnacleawards.asia) under guidance therein on a basis of a full acceptance of the competition rules and any other published policy and requirements issued by the Pinnacle Awards Asia-Pacific Official.

参赛者系指接受尖峰设计亚太奖竞赛规则及尖峰设计亚太奖官方颁布的其他准则、要求，并按照尖峰设计亚太奖官方指引在官网 [www.pinnacleawards.asia](http://www.pinnacleawards.asia) 完成账户注册、合约订立、提交参赛设计作品的个人或单位。

The Pinnacle Awards Asia-Pacific Official shall only be collectively referred to those legal entities which host, undertake, execute, sponsor, review, license or are licensed, authorize or are authorized relating to sponsor the Pinnacle Awards Asia-Pacific, and any other organizations related to the said awards.

尖峰设计亚太奖官方是指尖峰设计亚太奖相关的主办、承办、执行、赞助、评审、许可、被许可、授权、被授权、及其他与奖项举办活动相关的机构。