

# 参赛承诺书

## LETTER OF ENTRY COMMITMENT

参赛者名称 PARTICIPANT:

ID/Biz License Number 证件号/营业执照号:

As the organizer of the Pinnacle Awards Asia-Pacific ([www.pinnacleawards.asia](http://www.pinnacleawards.asia)), the Pinnacle Awards Asia-Pacific Official is planning to collect and award high quality furniture design works from Asia-Pacific companies and individuals. PARTICIPANT does have the interests in participation, after carefully perusing all detailed competition rules, attentions and expenses. Now, therefore, PARTICIPANT has agreed and decided to sign this Letter of Entry Commitment (“Commitment” or “LOC”) as follows,

美国尖峰设计亚太奖([www.pinnacleawards.asia](http://www.pinnacleawards.asia))由尖峰设计亚太奖官方举办,面向亚洲地区企业和个人征集、评选优秀家具设计作品。参赛者已了解参赛规则详细内容、注意事项、费用承担等,确认有意向参加该项目,并愿意承担因此产生的义务与责任。有鉴于此,参赛者签署本参评参赛承诺书(“承诺”或“承诺书”)如下:

### Article ONE Generals/Scope/Conclusion of Commitment

#### 第一条 一般条款/承诺的范围/承诺的成立

1.1 本承诺书所列条款与条件适用于尖峰设计亚太奖官方、以及所有参与尖峰设计亚太奖竞赛(“项目”)之参加者和参赛者(以下合称为“参赛者”)间的所有交易与法律责任。除尖峰设计亚太奖官方明示同意外,任何条款或条件与本承诺书所列条款与条款相互冲突或不一致的,皆不得适用。

The Terms and Conditions of this LOC shall apply to all transactions and legal obligations between Pinnacle Awards Asia-Pacific Official and all entrants and participants (“Participant”) in the Pinnacle Awards Asia-Pacific (“Project”). Terms or conditions that conflict with or deviate from these Terms and Conditions hereof do not apply unless Pinnacle Awards Asia-Pacific Official has expressly agreed to them.

1.2 在线注册与报名时,参赛者即已声明其符合项目参加条件。

With his or her online registration, the Participant declares to have met the conditions stipulated in the Conditions for Participation of the Project.

1.3 与尖峰设计亚太奖官方的合约订立过程:

填写并完成网上登录后,参赛者即受其内容之拘束送出其报名窗体;尖峰设计亚太奖官方随后将以电子邮件寄送注册确认信至参赛者在登录时填写的电子邮箱地址。

The contract/agreement is entered into with the Pinnacle Awards Asia-Pacific Official as follows:

By filling out and completing the online booking, the Participant has placed a binding order. The Pinnacle Awards Asia-Pacific Official will then send a confirmation of the registration and

order by email to the personal email address as specified by the Participant in the booking.

## **Article TWO Price/Change of Address/Payments**

### **第二条 价格/地址变更/支付条款**

2.1 价格表上之价格仅于期间内有效。如有期间延长之情形，则该延长期间之价格应以开始延长期间之时点价格表所定之价格为准。

The prices indicated on the price list are binding for the duration of the term. In the event of a tacit extension of a term, the prices that are on the price list at the beginning of that extension shall be the prices in effect from that time on.

2.2 如参赛者要求修改已于报名注册时提交之信息内容，官方保留收取人民币 1,000 元处理费及增值税（如有）的权利。

In the case that the Participant requests that a modification be made to the information that he/she already submitted with the booking, the official shall reserves the right to charge a processing fee of RMB 1,000 plus available VAT, where applicable.

2.3 付款期限在收到付款通知单后立即届满。付款通知单将会议电子邮件寄至参赛者于报名注册时指示之电子信箱。只有在参赛者特殊要求下，付款通知单才会以普通邮件寄发。参赛者未于收到付款通知单十日内或者是相当的付款请求期限内完成支付的，应视为参赛者违约。官方保留在付款日到期后寄发催告函，以提早宣告参赛者违约之权利。如已同意在特定日期付款，而参赛者最晚未于该特定日期付款，不论为上述第 4 句或第 5 句之情况，参赛者应被视为违约。如延迟付款，则不担保设计作品将被展示给评审委员会。

Payments are due immediately upon receipt of invoice. Invoices are issued by email to the email address as specified by the Participant in the registration. Invoices are sent by regular mail only upon the special request of the Participant. The Participant shall be deemed in a default on failure to settle payments due within ten days of receipt of an invoice or equivalent demand for payment. High Point reserves the right to declare the Participant in default at an earlier date after payment has become due by issuing a reminder. Irrespective of sentences 4 and 5, the Participant shall be deemed in default if it has been agreed that the payment be made by a specific date and the Participant has failed to make the payment at the latest by that date. In the case of late payment, there is no guarantee that the design work will be presented to the judge jury.

2.4 参赛者的任何权利主张必须是毫无争议或合法确定的，且仅于此时，参赛者才有权暂停履行其任何或者全部的合同义务。

Any claims on the part of the Participant must be undisputed or legally established, and only then does he or she have the right to suspend performance of any or all of her or his contractual obligations.

## **Article THREE Property/Infringement/Penalty**

### **第三条 财产权/侵权行为/合约罚则**

3.1 注册参加比赛后，参赛者明确地确认所提交之设计作品不侵害任何第三人之权利，亦无违反一般可接受的公共良知标准。一经报名及于竞赛期间，当有第三人以询问函、警告函、法律行动或类似之程序，对即将报名或已报名的设计作品主张权利时，每一参赛者均应通知尖峰设计亚太奖官方。

By registering for the competition, the Participant explicitly confirms that the entered design work neither infringes any rights of third parties nor offends generally accepted standards of public decency. Upon registration as well as in the course of the competition, each Participant shall inform the Pinnacle Awards Asia-Pacific Official in the case that a third party claims a right with regard to the to be registered or registered design work, be that through an inquiry letter, warning letter, legal action or similar proceedings.

3.2 如在报名时第三人主张权利情形即已存在，尖峰设计亚太奖官方即无义务于项目入口网站发布其获得大奖的荣誉，也无推广义务，直到该主张在法院得到终局裁决。同样地，直至法院终局裁决前，参赛者亦无以该奖项推广或是发表的权利。

In the case that such claim by a third party existed at the time of registration, the Pinnacle Awards Asia-Pacific Official is not obliged to publish a distinction on the Project portal website, or to promote until said claims has been settled in court. Similarly, the Participant is not authorized to promote or publish such an award until the final court settlement.

3.3 任何违反前述第 3.2 条之情形的行为，特别是提供剽窃内容，参赛者应给付尖峰设计亚太奖官方人民币 10,000 罚金，并加计增值税（如有）。此义务不适用于参赛者对该违反无须负责的情形。进一步请求损害赔偿之权利，不受此罚金的执行与支付的影响（特别是根据下开规定）。

For each case of a violation of Section 3.2, in particular the submission of a plagiarized content, the Participant shall be obliged to pay the Pinnacle Awards Asia-Pacific Official a penalty in the amount of RMB 10,000 plus Chinese VAT, where applicable. This obligation does not apply if the Participant is not responsible for the violation. The right to claim for further damages (especially pursuant to the following paragraph) is not affected by the enforcement and payment of this penalty.

3.4 参赛者应担保赔偿官方因第三人对报送参评之设计作品声称或有现实侵害之主张，因而所受的全部损害。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，包含所有依据法定费率之法院及律师费用。此义务不适用于参赛者对该所涉侵害无须负责之情形。此外，如有第三方主张请，参赛者应当立即、正确且完整地提供尖峰设计亚太奖官方所有得对该主张核实并进行相应法律上防御的必要信息。

The Participant shall indemnify the Pinnacle Awards Asia-Pacific Official against all claims from third parties arising due to alleged or actual infringements in connection with the registered design work. Wherein, the Participant shall also cover the cost of the required legal defense of the Pinnacle Awards Asia-Pacific Official, including all court and attorney fees at the statutory or

reasonable rates. This obligation does not apply if the Participant is not responsible for the infringement in question. 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.

3.5 如第三人系对已注册且可能获得设计大奖的设计作品为主张（司法或司法外的），尖峰设计亚太奖官方有权要求参赛者于合理的期限内澄清。在此期间，尖峰设计亚太奖官方有权暂时推迟该奖项公布于授权媒体上。如在期限届至仍未为澄清，尖峰设计亚太奖官方有权永久拒绝公布。

If a claim of a third party is made with regard to a design work that has been registered and possibly awarded in the Project (judicially or extra-judicially), the Pinnacle Awards Asia-Pacific Official will be entitled to set the Participant an adequate period within which the claim has to be clarified. During this period, the Pinnacle Awards Asia-Pacific Official will be entitled to suspend or postpone the publication of the award in all authorized media. If clarification is not provided upon expiry of the period, the Pinnacle Awards Asia-Pacific Official will be entitled to permanently refuse publication.

3.6 参赛者授权尖峰设计亚太奖官方非专属的、永久的、不可撤销的，于所有现在已知或之后发明的媒体，免费使用所有相关经提供设计作品稿件的著作权和邻接权（照片、文件、说明及其他），尖峰设计亚太奖官方不须特别在设计作品稿件上标示作者姓名。该等使用的权利适用于所有应用上，不仅包括项目设计大奖相关，亦包括进一步的展览和出版计划，以及官方公关、宣传之用。

The Participant grants the Pinnacle Awards Asia-Pacific Official a non-exclusive, permanent, and irrevocable license to use all copyrights and ancillary copyrights with regard to all submitted design work contributions (photos, texts, illustrations, etc.) free of charge, throughout the universe in perpetuity, in any and all media now known or hereafter devised, the Pinnacle Awards Asia-Pacific Official not being obligated to specify the authors of the design work contributions by name. The right of such use applies to all types of applications, not only in connection with the Project but also in connection with further exhibition and book projects as well as for PR and promotion purpose of the Pinnacle Awards Asia-Pacific Official.

3.7 在于新闻媒体或其他机构的要求下，为了报道项目设计大奖或已提交且可能获奖的作品，尖峰设计亚太奖官方有权给予他们手边之产品信息。

At the request of the press or other comparable agencies or bodies, the Pinnacle Awards Asia-Pacific Official will be entitled to pass on to them the contributions made available, for the purpose of reporting on the Project or the registered and possibly awarded design.

#### **Article FOUR Liability/Restriction**

#### **第四条 责任/限制**

无论法律依据为何，尖峰设计亚太奖官方和其执行经理、代表人或代理人，均不负损害赔偿赔偿责任，但是属于故意或重大过失导致的生命、身体或健康遭受侵害，或者违反重大合同义务的除外。如有轻微过失的违反本协议约定的行为，尖峰设计亚太奖官方和其执行经理、

代表人或代理人的责任应限于特定且可以预见的损害。任何向尖峰设计亚太奖官方主张权利的请求必须以书面作成。该等请求自展览结束之日起 12 个月罹于时效。

The Pinnacle Awards Asia-Pacific Official and its executive managers, representative or agents are not liable for damages - irrespective of the legal grounds. This does not apply in the case of intent and gross negligence or injury of life, body or health or culpable violation of essential contractual obligation. In the event of slightly negligent breach of contract, the liability of the Pinnacle Awards Asia-Pacific Official and its executive managers, representative or agents shall be limited to typical and foreseeable damages. Any claim made against the Pinnacle Awards Asia-Pacific Official must be made in writing. Such claims will become time-barred within 12 months, calculated from the time of the termination of the exhibition.

## **Article FIVE Dispute Resolution and Governing Law**

### **第五条 争议解决与适用法律**

5.1 本承诺书的效力、解释以及执行专属适用中华人民共和国法律。

The validity, interpretation and enforcement of this LOC shall be solely governed by law of Chin, P.R.C.

5.2 如果发生由本承诺书（或其违反、终止或者无效）引起或者与其相关的争议、纠纷或者索赔，应首先争取通过友好协商来解决争议。

Provide any arguments, disputes, or claims arising from or in connected with the LOC (or violation, termination or void), an amicable negotiation shall be completed in advance as the priority.

5.3 如果某一争议未在一方首次书面提出进行磋商之日后三十(30)日内通过友好协商解决，则任何一方可将该争议提交上海仲裁委员会在上海按照当时有效的仲裁程序规则进行仲裁，仲裁裁决为终局。所有仲裁费用（包括但不限于仲裁费、仲裁员费用和法定费用和支出）应由败诉方承担，除非仲裁庭另有决定。

Provide the dispute cannot be solved by an amicable negotiation since the first written request forwarded within 30 days, either party shall submit the dispute to the Shanghai Arbitration Commission in accordance with the effective arbitration rules of that time in shanghai. The arbitral award is final and binding upon both parties. All arbitration fees (Including but not limited to arbitration, the arbitrator fees, and other legal expense) shall be assumed by the losing party, unless any other decision by the arbitration award.

## **Article SIX Supplementary Provisions**

### **第六条 其他条款与约定**

6.1 Severability 可分割性

If any term, provision, covenant or condition of this LOC, or the application thereof to any person, place or circumstance, is held to be invalid, unenforceable or void, the remainder of this LOC and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

若本承诺书的任何条款、规定、约定或条件，或其对任何人士、地点或情况的适用被裁定失效、不可执行或无效，本承诺书其余部分以及对于其他人士、地点及情况而言的该等条款、规定、约定或条件仍然具有完全的效力及作用。

6.2 The LOC is written in both Chinese and English languages. In case of any conflict, the Chinese version shall be governing. This LOC shall take effects as of the date of being sealed or signed by PARTICIPANT.

本承诺书以中英文书写，如有出入，以中文文本为准。本承诺书经参赛者签字盖章确认之日起即刻生效。

参赛者签署：

Participant's seal or signature:

(企业参赛者加盖公章/个人参赛者工整签署姓名)

(Company participant make seal here or individual participant sign here)