

The 26th ifva Awards

第二十六屆 ifva 獨立短片及影像媒體比賽

Declaration & Letter of Consent 聲明及同意書

1. Hong Kong Arts Centre (the “Organiser”) has the sole and absolute discretion to make final decisions in relation to issues which have not been covered in the **ifva** Rules and Regulations, the Entry Form and the Work Submission Form. The Organiser reserves the rights to revise such regulations and forms from time to time.

香港藝術中心（「主辦機構」）有唯一及絕對的酌情權作出最終決定以處理一切未有列明於 **ifva** 參賽要求及規則、報名表格及交件表格內之事項的爭議。主辦機構保留不時修訂該等規則及表格之權利。

2. The Entrant must be the sole and exclusive owner of the copyright in the Entry. Entries should not be infringements of any rights of any third party. If the copyright of an Entry is owned by a third person / party, please submit the Entry together with an authorised letter from the copyright holder of such Entry to **ifva** for the purpose of verifying its entry eligibility. The Entrant should only use a third party’s music excerpts or film/video segments in the Entry with prior written consent of the relevant third party. The Entrant must acknowledge any authorised use of music excerpts or film/video segments in the Entry in accordance with relevant copyright laws. The Organiser shall not be responsible, whether directly or indirectly, for any liability arising whatsoever or howsoever from any violation of any copyright laws. The Entrant agrees and undertakes to accept and be responsible for all such liability arising therefrom.

參賽者必須是參賽作品的版權的唯一及獨家擁有人，參賽作品不應侵犯任何第三者之任何權利。如參賽作品之版權由第三者所擁有，請遞交此參賽作品之版權持有人 / 機構的同意書，以茲核實其參賽資格。參賽者只應該於獲得有關第三者事先書面同意的情況下於參賽作品中採用第三者之音樂、圖像、錄像或影片片段。如有任何獲授權採用之音樂、錄像或影片片段者，須根據有關版權法於參賽作品中註明。主辦機構將不會直接或間接為任何抵觸版權法例而引起的責任負責。參賽者同意及承諾會接受及為所有該等由此而起的責任負責。

3. The Entrant may at its sole and absolute discretion determines the entry category and shall be responsible for the decision. The Organiser can advise the suitability of the selected entry category and has the final decision on the entry’s eligibility.

參賽者有權自行決定所提交的作品參賽之組別，唯主辦機構可以勸喻所提交的作品是否合適在該組別參賽，主辦機構將保留該作品最終之參賽權。

4. Once an Entry has been submitted to “The 26th **ifva** Awards”, or awarded or shortlisted as Finalists in “The 26th **ifva** Festival” by the Organiser (even before notification to the Entrant), the Entrant is not entitled to withdraw the Entry from “The 26th **ifva** Festival” for any reason unless with written consent from the Organiser. The Organiser reserves all rights to take legal action against any party for any withdraw the Entry from “The 26th **ifva** Festival”.

若任何參加「第二十六屆 **ifva** 獨立短片及影像媒體比賽」，或作品獲主辦機構評選為得獎或入圍作品（即使參賽者仍未獲悉），除非得到主辦機構的書面同意，參賽者不可因任何原因要求將該得獎或入圍作品撤回參加「第二十六屆 **ifva** 獨立短片及影像媒體節」。主辦機構保留對任何人士要求將該得獎或入圍作品撤回參加「第二十六屆 **ifva** 獨立短片及影像媒體節」追究法律責任的權利。

5. The Organiser has the right to present/screen any Entry which has been awarded and/or shortlisted as Finalists during “The 26th **ifva** Festival” (March 2021).

主辦機構有權在「第二十六屆 **ifva** 獨立短片及影像媒體節」舉行期間（2021年3月）展出 / 放映任何得獎或被選為入圍作品的作品。

6. In the event that an Entry is awarded and/or shortlisted for presentation in “The 26th **ifva** Festival”, the Organiser shall have the right to use no more than 3 minutes footage or 10% of the total running time of the Entry, whichever is longer, for promotional purposes in any or all media.

若參賽作品得獎及/或被選為「第二十六屆 **ifva** 獨立短片及影像媒體節」入圍作品，主辦機構有權採用不多於三分鐘的片段或整個作品的10% 的片段（以較長者為準）於任何或所有媒體作宣傳用途。

7. In the event that an Entry is awarded and/or shortlisted for presentation in “The 26th **ifva** Festival”, the Organiser shall have the right to arrange non-commercial screenings and curate programme on online platform for the Entry in Hong Kong and other international cities within a year from the date of its award presentation ceremony, provided that the Organiser shall notify the Entrant of such arrangement in advance.

若參賽作品於「第二十六屆 **ifva** 獨立短片及影像媒體節」中得獎及/或被選為入圍作品，主辦機構或會安排作品從頒獎當日起一年內，於香港及其他國際城市作非商業性的展出/放映及於網上平台播放。主辦機構將會就有關事宜之安排事先徵求參賽者同意。

8. Prior to any commercial use of an Entry, the Organiser shall enter into a separate agreement with the copyright holder of the Entry.
在對任何參賽作品作任何商業用途前，主辦機構必須與有關版權擁有人達成另一協議。
9. Unless an Entrant objects in writing, the Entrant agrees and acknowledges that Hong Kong Film Archive has the perpetual right to keep one copy of each winning Entry for archival or research purposes, or for the purposes of non-profit making presentations in the performing venues of the Leisure and Cultural Services Department. The Entrant agrees and authorises the Organiser to provide his/her contact details to Hong Kong Film Archive for the said archival arrangement.
除非參賽者以書面提出反對，參賽者同意及確認香港電影資料館有永久的權利收藏得獎作品的副本，在館內作保存及研究，或於康樂及文化事務署的場館作非牟利展出之用。參賽者同意及授權主辦機構將其聯絡資料交予香港電影資料館作上述有關收藏安排。
10. Unless an Entrant objects in writing, the Organiser has the perpetual right to keep one copy of each winning Entry for educational, archival and research purposes.
除非參賽者以書面提出反對，主辦機構有永久的權利保存得獎作品的副本作教育、保存及研究用途。
11. The DVD screener will not be returned.
參賽者遞交之參賽DVD將不獲發還。
12. In the event of any discrepancies between the English and Chinese versions of the above terms, the English version shall prevail.
如上述條款的中英文本有差異，必須以英文本為準。

This **Declaration & Letter of Consent** shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

本**聲明及同意書**應受中華人民共和國香港特別行政區的法律管轄，並應按照該法律予以解釋。