

Design Competition for Transformation of Sensory Garden
at Kwun Tong Promenade

Competition Document

Organizers: Energizing Kowloon East Office, Development Bureau
The Hong Kong Institute of Architects

Co-organizer: Architectural Services Department

Supporting Organizations: Leisure and Cultural Services Department
The Harbourfront Commission
The Hong Kong Institute of Landscape Architects
The Hong Kong Institute of Planners
The Hong Kong Institute of Urban Design
Hong Kong Design Centre

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Definitions

For the purpose of this Competition Document including the Annexes,

“Architectural Services Department” means the Architectural Services Department of the Government of the Hong Kong Special Administrative Region.

“Competition” means the Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade contemplated in this Competition Document.

“Competition Website” means the website for the Competition at <https://www.hkia.net/en/competition/sensorygardencompetition/index.html>

“Energizing Kowloon East Office” or **“EKEO”** means the Energizing Kowloon East Office of the Development Bureau of the Government of the Hong Kong Special Administrative Region.

“Entry” means an entry for the Competition, as the case may be, submitted by a Participant, including all plans, cross sections, drawings, sketches, photographs, diagrams, collages, design statements, documents and other things submitted.

“Entry Form” means the Entry Form contained in **Annex 1**.

“Entry Group” means any one of the entry groups specified in Clause 3.1.4.

“Government” or **“HKSARG”** means the Government of the Hong Kong Special Administrative Region.

“HC” means the Harbourfront Commission.

“HKDC” means Hong Kong Design Centre.

“HKIA” means The Hong Kong Institute of Architects.

“HKILA” means The Hong Kong Institute of Landscape Architects.

“HKIP” means The Hong Kong Institute of Planners.

“HKIUD” means The Hong Kong Institute of Urban Design.

“Jury Panel” means the Jury Panel to be formed pursuant to Clause 4.6 of this Competition Document.

“Leisure and Cultural Services Department” means the Leisure and Cultural Services Department of the Government of the Hong Kong Special Administrative Region.

“Merit Entries” mean the Entries which have been selected by the Jury Panel and honoured with Certificates of Merit.

“Organizing Committee” means the Organizing Committee formed for the purpose of this Competition pursuant to this Competition Document.

“Participant” means a participant of this Competition, which is:

- (for Professional Group) a team comprising two to six individuals; or,
- (for Student Group) an individual or a team of university/ post-secondary student(s).

“Professional Advisor” means the Professional Advisor (Honorary) appointed by the Organizing Committee to provide expert advice for this Competition pursuant to Clause 4.5 of this Competition Document.

“Sensory Garden” means the site or area covered by this Competition in **Annex 5**.

“Team Leader” means the Team Leader named in the Entry Form in **Annex 1** submitted by a Participant.

“Technical Committee” means the Technical Committee formed to assist the Jury Panel pursuant to Clause 4.7 of this Competition Document.

“Winner” means the Participant whose Entry has been selected by the Jury Panel as the 1st Prize Winning Entry.

“Winning Entries” mean the Entries which have been selected by the Jury Panel as the 1st, 2nd and 3rd Prizes only.

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Part One – Introduction

1.1 The Competition

- 1.1.1 The Competition invites design ideas for transforming the existing Sensory Garden at Kwun Tong Promenade for adoption, with or without modifications, and implementation by the Government.

1.2 Objectives

- 1.2.1 This Competition is a single-stage design competition aiming to collect innovative design ideas and concepts for the transformation of Sensory Garden at Kwun Tong Promenade.
- 1.2.2 The Competition provides a collaborative platform for local talents particularly in the fields of architecture, landscape architecture, planning and urban design to showcase their creativity and expertise, and gain valuable experience.
- 1.2.3 The competition is to explore innovative uses and new meaning for our public open spaces in this post-COVID era.
- 1.2.4 The new design should adopt a place-making approach to turn the Sensory Garden into a more vibrant place, and enhance the connectivity with the adjacent neighbourhood and Kwun Tong Promenade.
- 1.2.5 The design should evoke sensory experience through connection with nature and the urban context of the site for the users to become more aware of the physical environment.
- 1.2.6 An inclusive and universal approach shall be applied to the transformed garden for enjoyment by diversified users.
- 1.2.7 Comments received in the public engagement prior to the launch of the Competition have generally been incorporated into the design requirements of the Competition.

1.3 Background

- 1.3.1 Kwun Tong Promenade is located at the former Kwun Tong Public Cargo Working Area which used to be an enclosed, isolated area that served as loading and unloading area for the recycled paper industry. It was redeveloped in two phases to open up the promenade for public enjoyment. Phases 1 and 2 of the redevelopment were completed in January 2010 and May 2015 respectively. Since its opening, Kwun Tong Promenade has become one of most popular scenic public open spaces.
- 1.3.2 The entire Kwun Tong Promenade is about one kilometer in length. There are boardwalk, plaza, performance area, sitting-out areas, pavilions, fitness stations, children's play area. With the design theme "to bring nature into city", extensive greenery was introduced. The concept of "A Promenade for All" is emphasized to provide diversified activities for all walks of people. Its design also echoes with the industrial heritage of the site. Iconic features inspired by stacks of recycled paper in compressed cubic blocks scattered over the promenade; while the use of steel works with rustic finish is inspired by the lifting cranes which used to be on the barges.

1.3.3 Sensory Garden was constructed as part of Kwun Tong Promenade Phase 2 redevelopment project. It is located along Hoi Bun Road and adjacent to the children's play area under Kwun Tong Bypass. Its original design intention was to provide a variety of sensory experience for the visitors by introducing scented plants and later refurbished by sensory installations. After serving the public for more than six years, the condition of installations in Sensory Garden requires improvement to meet the public aspirations. Through this competition, we hope to give the Sensory Garden a new image and serve the public better.

1.4 Scope

1.4.1 Sensory installations and planting areas are provided in the current Sensory Garden (see **Annex 5**). The scope of the Competition comprises the following:

- (i) Propose new structures/ installations/ functions to replace the existing sensory installations for leisure, enjoyment and sensory experience; and,
- (ii) Review and renovate the overall hard and soft landscaping of the competition area, taking consideration of the immediate surrounding to be well integrated with the existing public open space.

Part Two – The Design Brief

2.1 The Site

- 2.1.1 The proposed site is located at the Sensory Garden, Kwun Tong Promenade. It is located along Hoi Bun Road and adjacent to the children’s play area under Kwun Tong Bypass. The site area is approximately 1,720 m². Please refer to **Annex 5** for site location and photographs.

2.2 Design Requirements

- 2.2.1 The design should achieve the following key design requirements:

(i) Aesthetic and originality

The design should be responsive to the surrounding urban and waterfront settings. Various areas with distinct characters are currently accommodated along Kwun Tong Promenade, including music fountains, iconic featured installations and viewing decks, etc. The promenade also serves different functions for various promenade users such as leisure, jogging, fitness training, children’s play area, etc. A holistic design approach should be adopted in the proposal to transform the Sensory Garden in relation to Kwun Tong Promenade.

(ii) Place-making and identity

The design should create a public space with a strong identity where people would like to visit, stay and enjoy. The Participant should demonstrate how they envision the public to use, enjoy and interact with the spaces created in the design during different times of the day and different days of the week. The theme for Sensory Garden and inclusiveness should be demonstrated.

(iii) Innovation and creativity

The design should adopt innovative and creative ideas. Creative space planning that provides flexibility for different activities to take place and optimizes the potential and utilization of the site should be achieved. Cross-disciplinary design collaboration and co-creation are encouraged. Incorporation of smart city elements into the design and application of internet-of-things technology that can bring greater benefits to future users of the Sensory Garden are also encouraged.

(iv) Buildability and constructability

The design for the various components in the Sensory Garden should be technically feasible for construction. It is preferable that major structural components of the construction could be pre-fabricated off-site and easily assembled on site with a view to minimizing site works, construction cost and time. Durable and low maintenance materials should be used.

(v) Cost effectiveness and Budget

The design should be cost-effective and within budget. The maximum construction budget is targeted below **HK\$ 15 million** (at September 2021 price level) which includes all the costs for construction and building works, sensory installations, building services (including any plumbing and drainage) and electrical and mechanical installations, utility connections, external works, landscaping and signage. The submission should demonstrate the cost effectiveness of the proposal and viability within the budget.

(vi) Sustainability and social benefits

The design should be environmentally friendly including the use of materials. The design should consider its synergy with the surrounding neighbourhood and the social benefits (such as how the design can attract a greater diversity of people in connecting the community, etc.). Green and sustainable design as well as ecology and species diversity in flora and fauna should be considered.

- 2.2.2 Impacts on and disturbance to existing mature trees should be avoided as far as possible. No tree felling or transplanting for tree with trunk diameter of 95mm or more at a height of 1.3m above the ground level. The area of soft landscaping to be provided in the design should be similar to or equivalent to the existing provision within the Site.
- 2.2.3 A clearance of minimum 2m around the columns and abutments of the Kwun Tong Bypass should be made available for inspection and maintenance works at all times.
- 2.2.4 The Project falls within the Kowloon East Smart City Pilot Area. The design should consider and propose smart initiatives to increase the efficiency and effectiveness in the operation and maintenance of the park and facilities, promote energy efficiency, and enhance public enjoyment and convenience. For more details of the possible smart initiatives, please refer to Working Paper 2 – Smart City Proposals for Kai Tak Development (October 2018) prepared under EKEO’s consultancy study. Reference information could be found in the following website: <https://www.ekeo.gov.hk/smartke/eng/study.html>
- 2.2.5 All works shall comply with the prevailing ordinances, regulations, standards, specifications, practice notes and codes of practices relevant to all building works and public works contracts in Hong Kong. The site and facilities shall be easily accessible by persons with disabilities, and designed and constructed in accordance with the latest edition of the Design Manual: Barrier Free Access, Buildings Department, where applicable.
- 2.2.6 Please also refer to Clause 4.10 on Compliance with Provisions of Competition Document.
- 2.2.7 A public survey and workshop were conducted in September 2021 with regards to the proposed transformation of the Sensory Garden. The results of the survey are uploaded to the competition website for general reference. The survey is intended to collect public views and to develop community involvement in formation of public spaces. Competition participants are expected to take into consideration of the survey for developing places and identity of this unique public open space.

Part Three – Submission

3.1 Registration

- 3.1.1 Interested parties shall register for the Competition via the online registration system at the Competition Website:
<https://www.hkia.net/en/competition/sensorygardencompetition/index.html>
The registration will close on **Date 5** as set out in the Competition Timetable in Clause 4.11.
- 3.1.2 **Any registration received after the stipulated time and date above will be disqualified.**
- 3.1.3 **Those who have not registered will not be accepted to enter the Competition.**
- 3.1.4 There are two Entry Groups, namely (a) the Professional Group, (b) the Student Group. Please refer to Clause 4.8 for eligibility.
- 3.1.5 A Confidential Registration Number will be assigned and emailed to each Participant within two working days after the registration. Participants who have not received the Confidential Registration Number should contact the Professional Advisor via email: sensorygardencompetition@hkia.net for clarifications.

3.2 Enquiries by Participants

- 3.2.1 Participants may make enquiries regarding the details of the Competition to the Professional Advisor via email (sensorygardencompetition@hkia.net) on or before **Date 3** as set out in the Competition Timetable in Clause 4.11. The Professional Advisor will, in response, upload the replies to the Competition Website by **Date 4**. The Professional Advisor will not reply directly to any individual Participants.
- 3.2.2 All enquiries shall be submitted in English or Traditional Chinese. Enquiries submitted in other languages will not be responded to.

3.3 Entry Submission

3.3.1 Professional Group

- (a) Entries shall be submitted by post or by hand, and must be received by the Professional Advisor at the following address **before 12:00 noon, 21 February 2022**:

**The Professional Advisor
Design Competition for the Transformation of Sensory Garden at Kwun Tong Promenade**

c/o The Energizing Kowloon East Office,
122 Hoi Bun Road, Kwun Tong, Kowloon

- (b) The opening hours of the office of EKEO are as follows:

Monday to Friday : 9:00 am - 5:30 pm
Saturday, Sunday and Public Holiday : Closed

3.3.2 Student Group

Files for Design Submission as listed in Clause 3.5 and scan copy of the required Document Submission in Clause 3.4 shall be submitted via electronic submission before the deadline in Clause 3.3.1 (Hong Kong Time). File link for the electronic submission will be sent to the Team Leader via email upon successful registration.

3.3.3 **Late submissions or those without registration under Clause 3.1 will be disqualified. Please refer to Clause 3.4 on the mandatory entry submission requirements.**

3.3.4 The Professional Advisor shall have the right to require the Participant to submit or re-submit a duly completed and signed Entry Form and any supporting documentation within the period as specified by the Professional Advisor. The Professional Advisor reserves the right to disqualify the Entry from any Participant who fails to submit or re-submit the documents as required by the Professional Advisor.

3.3.5 If Tropical Cyclone Warning Signal No. 8 or above, or a Black Rainstorm Warning Signal or "extreme conditions after tropical cyclone" announced by the Government is in force within three hours before the submission deadline set out above, the submission deadline will be postponed to 2:00 pm the first working day after **all** Tropical Cyclone Warning Signal No. 8 or above, Black Rainstorm Warning Signal and "extreme conditions after tropical cyclone" announced by the Government have ceased to be in force.

3.3.6 No responsibility will be accepted by the Government, any member of the Organizers, Co-organizer, Organizing Committee, and the Professional Advisor for the failure of postal delivery of any Entry or damage to any Entry.

3.3.7 Upon submission of Entries, Participants are deemed to have accepted all terms and conditions set out in the Competition Document.

3.4 **Mandatory Entry Submission Requirements – Document Submission**

3.4.1 Professional Group

(a) Entry Form

One (1) original copy of the duly completed and signed Entry Form (**Annex 1**) by all members of the Participant, together with the Licence and Undertaking (**Annex 2A**).

The Entry Form shall be enclosed in a sealed white opaque A4 envelope clearly marked with "**Confidential – Entry Submission for Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade**" together with the documents required in Clause 3.4.1(b), design statement required in Clause 3.5.1(d) and USB flash drive required in Clause 3.5.2(c), for submission. The envelope shall be affixed to the roll of printed drawings as required in Clause 3.5.2(b) for submission.

(b) Proof of Eligibility

One (1) copy of the proof of eligibility, i.e. current membership of HKIA, HKILA, HKIP or HKIUD of the Team Leader, and current membership of HKIA for at least one (1) Team Member if the Team Leader is not a Full Member of HKIA, of the Participant shall be enclosed in the envelope as required in Clause 3.4.1(a).

3.4.2 Student Group

(a) Entry Form

One (1) scanned copy of the duly completed and signed Entry Form (**Annex 1**) by all members of the Participant, together with the Licence and Undertaking (**Annex 2A**) or Deed of Licence and Undertaking (to be executed by the parent / guardian of Participants aged under 18) (**Annex 2B**).

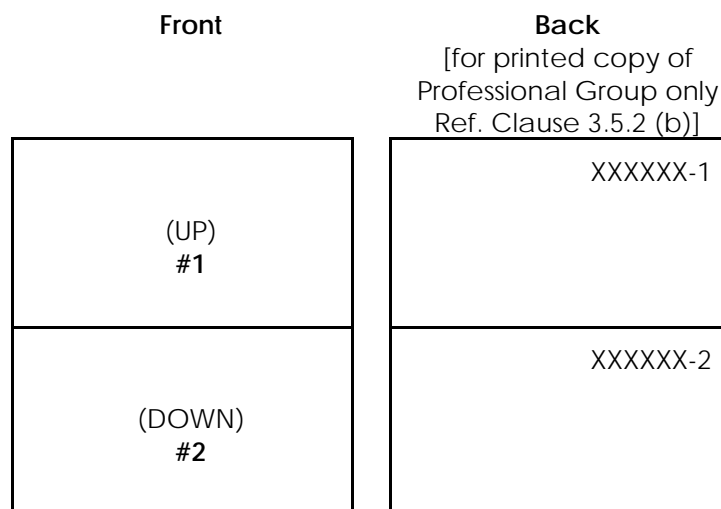
(b) Proof of Eligibility

One (1) scanned copy of current student ID for each member(s) of the Participant to demonstrate they are studying full-time in universities/ post-secondary institutes shall be submitted.

3.5 **Mandatory Entry Submission Requirements – Design Submission**

3.5.1 General Requirements for Professional Group and Student Group

- (a) **A1 entry panels** are to be prepared in the metric scale and laid out in A1 international size which shall be 594mm x 841mm. The drawings submitted shall contain two (2) A1 layouts arranged in landscape format for the ease of display setup as shown below:



- (b) The submitted **drawing files** shall be named with Confidential Registration Number followed by hyphen and panel number to distinguish the panel order (e.g. XXXXXX-1 & XXXXXX- 2 where XXXXXX = Confidential Registration Number). No other identification marks shall be used.
- (c) Photographs, diagrams, collages and any other means of 2D presentation are permitted to illustrate the concept of the site-specific considerations and general layout of the design. Such information, however, must be presented within the A1- size drawings.
- (d) A **design statement** explaining the detailed design ideas and concepts shall be submitted. The design statement shall be in both Traditional Chinese and English in no more than 500 words each, and each printed on one (1) A4 international size document which shall be 297mm x 210mm. The font type

shall be Sim Hei for Chinese and Times New Roman for English and at font size 12. The Confidential Registration Number shall be marked on the top right hand corner of this A4-size document. No other identification marks shall be used.

3.5.2 Specific Requirement for Professional Group

- (a) The **A1 entry panels** mentioned in Clause 3.5.1(a) shall contain the following drawings:
- master layout plan of scale 1:500;
 - plan(s), elevation(s) and section(s) of scale not less than 1:200;
 - detailed drawing(s) of scale between 1:20 and 1:50 showing major design features and materials;
 - computer renderings, perspectives or axonometric drawings showing the spatial arrangement, architectural/landscape features and its relationship to the surroundings; and
 - diagrams or illustrations demonstrating the design ideas and concepts, flexibility of use during different days of the week or periods of the day, attractiveness to locals and visitors, ability to adapt to different activities, events and occasions, etc.
- (b) One set of printed **A1 entry panels** (no backing or mounting required) shall be submitted and labelled as indicated in Clause 3.5.1(a). The printed drawings shall be rolled up and properly packed.
- (c) Soft copy of the document and design submission mentioned in Clause 3.4 and Clause 3.5 shall be submitted in a USB flash drive. The Confidential Registration Number shall be marked on the USB flash drive. No other identification marks shall be used. The USB flash drive shall be enclosed in the envelope as required in Clause 3.4.1(a). The USB flash drive shall contain:
- (i) Scanned copy of **Entry Form** and **Proof of Eligibility** required in Clause 3.4.1;
 - (ii) **A1 entry panels** in full size (594mm x 841mm) in JPEG format of resolution not less than 300 dpi;
 - (iii) **Design statement** in Microsoft Word 97-2003 and pdf formats; and,
 - (iv) 5 key perspectives or images in JPEG format of resolution not less than 300 dpi.

3.5.3 Specific Requirement for Student Group

- (a) The **A1 entry panels** mentioned in Clause 3.5.1(a) shall contain the following drawings:
- master layout plan;
 - plan(s), elevation(s) and section(s); and
 - other illustrations that can show the ideas and design concept, such as computer renderings, perspectives, axonometric drawings, and diagrams.
- (b) Hardcopy submission of **A1 entry panels** is not required.

3.5.3.2 The following files shall be submitted via electronic submission:

- (a) Scanned copy of **Entry Form** and **Proof of Eligibility** required in Clause 3.4.2;
- (b) **A1 entry panels** in full size (594mm x 841mm) in JPEG format of resolution not

- less than 300 dpi;
- (c) **Design statement** in Microsoft Word 97-2003 and pdf formats; and
- (d) 5 key perspectives or images in JPEG format of resolution not less than 300 dpi.

3.6 General Submission Requirements

3.6.1 Presentation Media

The drawings as described above are the only recognized presentation media. Any Entry with attachment on the drawings may lead to disqualification. No other types of presentation media such as scale model(s), animation(s) or internet web page design will be required or accepted. All submitted deliverables should be produced at Participant's own costs.

3.6.2 Legibility of drawings

All drawings shall be prepared with the boldness and clarity which will permit reduction by photographic means so that they may be used for reference and publication purposes.

3.6.3 Design requirements

Participants are required to observe and respond to the design requirements as set out in this Competition Document.

3.6.4 No Physical Model

No physical model will be accepted. Entry with submission of deliverables other than the requirements in this Competition Document will not be considered.

3.7 Duplicate Copy of Entries

3.7.1 The Government, Organizers, Co-organizer, Organizing Committee and the Professional Advisor will not be responsible for any damage or loss of the Entries howsoever caused. Submissions would be disposed of after the Competition and would not be returned to the Participants.

3.7.2 Participants are advised to retain a duplicate copy of all their submitted Entries in case of any unforeseen events which may lead to damage or loss of the Entries. Under such circumstances, the Participants will be requested to forward the duplicate copy of their Entries to the Professional Advisor for subsequent arrangement at no additional costs to the Government and the Organizers.

3.8 Anonymity of Entries

3.8.1 All Entries must be marked with the assigned Confidential Registration Number and written at the top right hand corner at the back of each presentation document and design statement and on the USB flash drive. No other identification marks may be used and if found the Entry will be disqualified.

3.8.2 Any presentation, design statement pages and USB flash drive **submitted shall have no name or mark** that could serve as a means of identifying the Entry, **except for the Confidential Registration Number**. The Professional Advisor, upon receiving the

Entries, shall remove and destroy any wrapping materials with markings that may reveal any identification of the Entry. All Entries shall maintain anonymity during the whole assessment process. Before the announcement of the results of the Competition, no person shall, without the prior authorization by the Professional Advisor, disclose, exhibit or publicize the submitted Entries in any form and if found it may lead to disqualification.

- 3.8.3 In order to maintain anonymity, it is the Professional Advisor who will open the envelopes containing the identification of the Participants, and these identities will not be disclosed to anyone except the Professional Advisor until announcement of the results of the Competition.

Part Four – Competition

4.1 The Organizers

The Organizers of the Competition are the Energizing Kowloon East Office of the Development Bureau and The Hong Kong Institute of Architects.

4.2 The Co-organizer

The Co-organizer of the Competition is the Architectural Services Department.

4.3 The Supporting Organizations

The Supporting Organizations are the Leisure and Cultural Services Department, the Harbourfront Commission, The Hong Kong Institute of Landscape Architects, The Hong Kong Institute of Planners, The Hong Kong Institute of Urban Design, and the Hong Kong Design Centre.

4.4 The Organizing Committee

The Organizing Committee is composed of the members and supported by the staff as listed in **Annex 4**.

4.5 The Professional Advisor

4.5.1 The Organizers have appointed Registered Architect (R.A.) Lucia CHEUNG as the Professional Advisor to this Competition. All correspondence related to this Competition shall be addressed to the Professional Advisor via email: sensorygardencompetition@hkia.net.

4.5.2 The Professional Advisor shall have the absolute right and discretion to (a) determine the eligibility of any Participant; and (b) interpret and apply the terms contained in this Competition Document.

4.5.3 The Professional Advisor's decision as mentioned above in Clause 4.5.2 shall be final, binding and conclusive. The Professional Advisor shall not be obliged to disclose any information concerning her deliberations or decisions.

4.6 The Jury Panel

4.6.1 Entries shall be adjudicated by a Jury Panel composed of the members as listed in **Annex 4**.

4.6.2 The Organizing Committee reserves the right to change the number, composition and members of the Jury Panel without prior notice to the Participants, and such will be updated on the Competition Website.

4.6.3 One (1) reserve juror will be appointed for the purpose of replacing any juror who, owing to matters outside the control of the Organizing Committee, is unable to perform the juror's duty at the time of adjudication of the submitted Entries.

4.6.4 The Organizers undertake to accept the decisions made by the Jury Panel in relation to the selection of the Winning and Merit Entries as final.

4.7 The Technical Committee

4.7.1 The Jury Panel will be assisted by a Technical Committee composed of the members as listed in **Annex 4**.

4.7.2 The Organizing Committee reserves the right to change the number, composition and members of the Technical Committee without prior notice to the Participants, and such will be updated on the Competition Website.

4.7.3 The main role of the Technical Committee is to pre-examine the Entries in order to assess the technical aspects of the Entries including the requirements outlined in this Competition Document.

4.7.4 The Technical Committee will not have any voting rights in the adjudication process, nor will it have the right to disqualify any Entry.

4.8 Eligibility

4.8.1 There are two Entry Groups, namely (a) Professional Group, (b) Student Group.

(a) Professional Group

- (i) Each Participant must comprise **two to six members**, one of which must be a Full Member of HKIA. A team member shall be nominated to act as the Team Leader, who must be a Full Member of HKIA, HKILA, HKIP or HKIUD and shall be a Hong Kong resident. Other members must be aged 18 or over. Submission shall be made in Participant's own capacity.
- (ii) **It should be reminded that certain professional institutes have promulgated Code of Professional Conduct** requiring their Members to permit their subordinates and others they employ or superintend to enter design competitions with their prior knowledge on the understanding that it would not adversely affect the Member's Practice or firm. **By registering for the Competition, Participants are deemed to have obtained the necessary consent from their offices or employers for participating in the Competition.**

(b) Student Group

- (i) The Student Group is open to all students who are studying full-time in universities/ post-secondary institutes in Hong Kong or overseas, and are not participating in the Professional Group.
- (ii) Individual entries and team entries are permitted. For team entries, it can comprise **not more than six members**, and a Team Leader should be nominated. The Individual Participant or Team Leader shall be a Hong Kong resident.
- (iii) A person under the age of 18 (as of the date of competition registration) is eligible to participate in this Competition provided that his or her parent/ guardian consents to his or her entry and executes the Deed of Licence and Undertaking contained in **Annex 3B**.

- 4.8.2 Any member of Participant must not participate in more than one Entry. Any Entry involving duplication of any individual in registrations will be disqualified.
- 4.8.3 The Organizers reserve the right to modify the terms of the Deed of Licence and Undertaking as set out in **Annex 3A/ Annex 3B** to take into account any changes in the composition of a team.
- 4.8.4 In the case that a person is withdrawn from a team, any withdrawn member will have to execute all necessary documentation for assignment of Intellectual Property Rights and right of ownership to the Team Leader, waiver of moral rights and renunciation of entitlement to the Prize in a form to be prescribed by the Organizers.
- 4.8.5 The Competition has different assessment criteria for the Professional Group and the Student Group Entries. The adjudication Guideline are outlined in clause 4.13 of the Competition Document.

4.9 Ineligibility

- 4.9.1 The Organizing Committee and its supporting staff, Professional Advisor, Jury Panel (including reserve juror), and Technical Committee are strictly prohibited from participating directly or indirectly in this Competition.
- 4.9.2 No members as listed at **Annex 4** nor any of their immediate family members, nor any person who has been concerned with the preparation or the organization of the Competition, shall be eligible to compete or assist a Participant directly or indirectly.

4.10 Compliance with Provisions of Competition Document

- 4.10.1 Any Participant who does not abide by the rules, requirements or conditions as set out in this Competition Document may result in disqualification from the Competition.
- 4.10.2 Any disqualification shall be at the absolute discretion of the Organizing Committee, the Jury Panel and/or the Professional Advisor.
- 4.10.3 The decisions of the Organizing Committee, the Jury Panel and/or the Professional Advisor regarding this Competition shall be final and binding on all parties concerned and the relevant Participant shall have no right of appeal to any such decision.

4.11 Competition Timetable and Changes to the Competition

4.11.1 The Competition Timetable is set out below:

	Date	Event
(Date 1)	10 Dec 2021	Registration opens
(Date 2)	17 Dec 2021	Online Briefing Session
(Date 3)	11 Jan 2022	Competition enquiry closes
(Date 4)	18 Jan 2022	Completion of replies to enquiries
(Date 5)	24 Jan 2022	Registration closes
(Date 6)	12:00 noon, 21 Feb 2022	Submission entry closes
(Date 7)	Mar 2022	Completion of Assessment by Technical Committee
(Date 8)	Apr 2022	Adjudication by Jury Panel
(Date 9)	End Apr 2022	Announcement of results

4.11.2 Participants are encouraged to visit the site by themselves to better understand the site and its context.

4.11.3 All dates including those for submissions, enquires, adjudication, result notifications or public announcements are subject to change by the Organizers. Any change to the Competition Timetable, the Competition Document and the Annexes will be uploaded to the Competition Website.

4.12 Competition Website

4.12.1 Details of the Competition and official updates can be found at the Competition Website:

<https://www.hkia.net/en/competition/sensorygardencompetition/index.html>

4.12.2 The Organizing Committee reserves the right to amend this Competition Document at any time without prior notice to the Participants. The amendments will be announced on the Competition Website.

4.12.3 Participants are advised to check the Competition Website from time to time for any new information or changes related to the Competition (including without limitation changes to this Competition Document). Participants shall be deemed to have received, read, understood and accepted all matters, information or changes as announced on the Competition Website. All changes to the Competition Document announced through the Competition Website shall be deemed to form part of the Competition Document. All matters, information or changes as announced in the above website concerning the Competition shall be deemed confirmed with and shall be binding upon all Participants.

4.13 Assessment Criteria of the Competition

4.13.1 The judging will be done on an anonymous basis, i.e. the identity of the Participant will not be known until after the final judging.

4.13.2 Entries shall be judged according to the following criteria:

Criteria (for Professional Group)	Weighting
a) Aesthetic and Originality	30%
b) Place-making and Identity	20%
c) Innovation and Creativity	15%
d) Buildability and Constructability	10%
e) Cost Effectiveness and Budget	10%
f) Sustainability and Social Benefits	15%
Total	100%

Criteria (for Student Group)	Weighting
a) Aesthetic and Originality	40%
b) Place-making and Identity	20%
c) Innovation and Creativity	20%
d) Sustainability and Social Benefits	20%
Total	100%

4.14 Prizes and Results

4.14.1 Three (3) Winning Entries and Merit Entries will be selected for Professional Group and Student Group respectively. The results of the Competition will be publicly announced through the Competition Website. Participants of the Winning Entries and Merit Entries will be notified directly of the results by the Professional Advisor. The prizes of the Winning Entries and Merit Entries shall be:

For Professional Group

3 Winning Entries	HK\$ 100,000 Cash Cheque for the 1st prize HK\$ 50,000 Cash Cheque for the 2nd prize HK\$ 20,000 Cash Cheque for the 3rd prize
Merit Entries	Certificates of Merit

For Student Group

3 Winning Entries	HK\$ 10,000 Cash Cheque for the 1st prize HK\$ 6,000 Cash Cheque for the 2nd prize HK\$ 2,000 Cash Cheque for the 3rd prize
Merit Entries	Certificates of Merit

4.14.2 The Organizers reserve the right not to award all or any prize if the quality and the standard of the Entries are considered not satisfactory according to the Jury Panel's decision.

4.14.3 The Organizers reserve the right to determine the numbers of Merit Entries to be awarded subject to the decision by the Jury Panel.

4.14.4 Payment will be made to the Team Leader of the Participant of the respective Winning Entries only.

4.14.5 The Organizing Committee is entitled to display or exhibit on any date and in any venue the Entries or any part thereof, and promote, issue, copy or publish in any media, webpage, publication, publicity, the Entries or any part thereof.

- 4.14.6 Upon announcement of the results at **Date 9**, the Participants of the Winning Entries and Merit Entries shall produce and submit one (1) set of the A1-size Entry panels with 5mm thick foam board backing to the Organizers with no additional cost for the publicity, exhibition or other purposes related to this Competition.

Part Five – Rules and Conditions

5.1 Implementation of the 1st Prize Winning Entry of the Professional Group

5.1.1 It is the intention of the Government to adopt the design ideas and concepts of the 1st Prize Winning Entry of the Professional Group with or without modifications for the design and implementation of the Transformation of Sensory Garden at Kwun Tong Promenade. Consideration may also be given to integrating suitable parts or elements from the design ideas of other Winning Entries (professional and student entries) into the design to be implemented.

5.1.2 The Government may invite the Winner (the Team Leader of the Participant) to participate in the design and implementation of the Transformation of Sensory Garden at Kwun Tong Promenade in form of a separate design advisory service agreement, details of which will be **subject to further agreement between the Government and the Winner**. By registering for the Competition, Participants are deemed to have obtained consent from their offices or employers for such possible arrangement.

5.2 Language and Time

5.2.1 Except otherwise specified therein, Entries shall be in English. Participants are reminded that the explanatory statement required in this Competition Document shall be submitted in both English and Traditional Chinese.

5.2.2 Time mentioned in this Competition Document shall be **Hong Kong time**.

5.3 Conflict of Interest

5.3.1 Participants having any actual, apparent, potential, or perceived conflict of interest with this Competition or any interest or association with any member of the Organizers, Co-organizer, Organizing Committee, Professional Advisor, Jury Panel (including reserve jurors), Technical Committee and the supporting staff may be disqualified to participate in this Competition. The Professional Advisor shall have the sole and absolute discretion to determine whether a Participant shall be disqualified on this ground.

5.3.2 Each and every team member of a Participant must declare any personal/ financial interests that he or she considers to be in actual, apparent, potential or perceived conflict with this Competition and any interest or association the Participant has with any member of the Organizers, Co-organizer, Organizing Committee, Professional Advisor, Jury Panel (including reserve juror), Technical Committee and the supporting staff. Each member of Participant must complete and sign the Entry Form. Each Participant shall notify the Professional Advisor immediately should he become aware of the conflict of interest referred to above after submission of the Entry Form.

5.5 Intellectual Property and Rights of Ownership

- 5.5.1 "Intellectual Property Rights" means patents, trademarks, services 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.
- 5.5.2 Upon submitting Entry for the Competition, all members of a Participant declare, warrant, agree and undertake in the form set out in **Annex 2A / Annex 2B**.
- 5.5.3 The Participants of the Winning and Merits Entries shall duly execute and provide to the Government the Deed of Licence and Undertaking in the form set out in **Annex 3A/ Annex 3B** prior to the announcement of the results of the Competition.

5.6 Confidentiality of Entries

- 5.6.1 All Participants shall keep the Entries confidential and take such necessary steps to ensure the same is not disclosed to any third parties throughout the Competition until the final announcement of the results of the Competition.

5.7 Remuneration

- 5.7.1 Apart from the prizes awarded to the Participants of the Winning Entries represented by the respective Team Leaders, all Participants shall not be entitled to any remuneration, payment or compensation for participating in the Competition.

5.8 Severability

- 5.8.1 If any provision herein is determined to be illegal or unenforceable by any court of competent jurisdiction or arbitrator, such provision shall be deemed to have been deleted without affecting the remaining provisions of the Competition Document.

5.9 Disclaimers

- 5.9.1 The Organizers, the Co-organizer, the Government and any person directly or indirectly involved in or participated in the organization of this Competition shall not be responsible or liable for any erroneous, damaged, destroyed, lost, late, incomplete, illegible and misdirected Entries, or any damage or loss arising from, connected with, or relating to the Competition, the submission of Entries to the Competition, participation in the Competition, regardless of the cause or any fault by any of the abovementioned parties or any person for whom the abovementioned parties is responsible, and notwithstanding that any of those persons may have been advised of the possibility of such damage or loss being incurred.
- 5.9.2 The Organizers 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.

5.10 Jurisdiction

5.10.1 This Competition Document shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The Government and the Participants shall submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

5.11 General Provisions

5.11.1 In this Competition Document unless the context otherwise requires:

- (i) words importing the singular number shall include the plural and vice versa;
- (ii) words importing any particular gender shall include all other genders;
- (iii) words importing the whole shall be treated as including a reference to any part of the whole;
- (iv) the time of receipt of communications sent by electronic transmission of facsimile shall be the time such record comes to the knowledge of the addressee; and
- (v) time shall be of the essence for any time, date and period mentioned in this Competition Document.

5.12 Reservation

5.12.1 The Government is under no obligation to adopt or use any design ideas and concepts of the Winning and Merit Entries or any of the Entries in any project.

5.12.2 The Government is under no obligation to invite any member of the Participant to participate in the design and implementation of the Transformation of Sensory Garden at Kwun Tong Promenade or to engage any of the Participant in the form of a separate design advisory services agreement, and reserves the right to employ a third party to undertake the design and construction of the Transformation of Sensory Garden at Kwun Tong Promenade with reference to the Entries and any part or elements thereof [pls make reference to other competition on the right of the OC to engage the winners to be the design advisor with remuneration to assist the implementation of the design].

5.13 Verification

5.13.1 It is the responsibility of all Participants to verify the information provided in this Competition Document and to obtain for themselves additional information as deemed necessary. The Government shall not be held responsible for the accuracy of the information provided.

Annex 1

Entry Form

SECTION 1: Entry Group

Please tick one only:

- Professional Group
- Student Group (Individual Entry)
- Student Group (Team Entry)

Notes:

1. Each member of a Participant must complete and sign the Declaration and Undertaking contained in **Section 5** of this Entry Form.
2. For Professional Group and Student Group (Team Entry), each member of the Participant warrants and undertakes that they duly authorize the Team Leader to act as their agent in relation to this Competition and agree to be bound by all actions taken by the Team Leader in relation to this Competition.
3. The Licence and Undertaking contained in **Annex 2A** must be submitted together with the Entry Form.
4. Consent from parent or guardian is required for persons under the age of 18 (as of the date of competition registration). Parent/ guardian of the participant under the age of 18 must sign the Declaration and Undertaking contained in Section 5 and the Deed of Licence and Undertaking contained in **Annex 2B**, which must submitted together with the Entry Form.
5. If you are the Team Leader of Participant (for Professional and Student Group (Team Entry)) or an individual participant (for Student Group (Individual Entry)), please complete **Sections 2 and 5**. If you are Team Members collaborating with the Team Leader, please complete **Section 3** and separate sheets of **Section 5**.
6. For Professional Group and Student Group (Team Entry), all correspondence regarding this Competition will be sent **ONLY** to the Team Leader nominated in Section 2.
7. For Professional Group:
 - (a) It should be reminded that certain professional institutes have promulgated Code of Professional Conduct requiring their Members to permit their subordinates and others they employ or superintend to enter design competitions with their prior knowledge on the understanding that it would not adversely affect the Member's practice or firm. By registering for the Competition, Participants are deemed to have obtained the necessary consent from their offices or employers for participating in the Competition.
 - (b) **Participants are also reminded to draw their employer's attention to Clause 5.1 of the Competition Document on the possible engagement of a design advisory service agreement.**

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SECTION 2:

**Team Leader (for Professional Group or Student Group (Team Entry))
/ Individual Participant (for Student Group (Individual Entry))**

- Section 2 is to be completed by the Team Leader (for Professional Group or Student Group (Team Entry)) or the Individual Participant (for Student Group (Individual Entry))
- *Delete as appropriate
- Mark "N/A" in not applicable field(s)
- "first 4 digits" means "first 4 alphanumeric characters"

2a) Team Leader / Individual Participant's Particulars

Name: _____ (Mr / Ms / Mrs*)

HKID No. (first 4 digits): _____ Nationality: _____

Telephone No.: _____ Facsimile No.: _____

Postal Address: _____

Email Address: _____

Note: All communications will be directed to the above person only.

2b) Professional Qualification (for Professional Group only):

HKIA/HKILA/HKIP/HKIUD* Membership No.: _____

2c) Name of University/ Post-secondary Institute (for Student Group only):

Note:

- (i) For Professional Group, Team Leader of a Participant must be a Full Member of HKIA, HKILA, HKIP or HKIUD and Hong Kong resident. A copy of the current membership certificate issued by HKIA, HKILA, HKIP or HKIUD for the Team Leader of a Participant shall be submitted together with the Entry Form.
- (ii) Student Group is open to all students who are studying full-time in universities/ post-secondary institutes, and are not participating in the Professional Group. The Team Leader shall be a Hong Kong resident. A copy of current student ID issued by university/ post-secondary institute shall be submitted together with the Entry Form.

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SECTION 3: Other Team Member(s) (in personal capacity)

- Section 3 is to be completed by each Team Member(s) of Professional Group or Student Group (Team Entry).
- Submit separate sheets if necessary.
- *Delete as appropriate.
- "first 4 digits" means "first 4 alphanumeric characters".

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____
(For Student Group (Team Entry))
Name of University / Post-secondary Institute:

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____
(For Student Group (Team Entry))
Name of University / Post-secondary Institute:

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Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)

Team Member Name: _____ (Mr / Ms / Mrs*)

HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)

Membership with professional institute or association (if any): Membership No.: _____

Name of the institute or association: _____

(For Student Group (Team Entry))

Name of University / Post-secondary Institute:

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)

Team Member Name: _____ (Mr / Ms / Mrs*)

HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)

Membership with professional institute or association (if any): Membership No.: _____

Name of the institute or association: _____

(For Student Group (Team Entry))

Name of University / Post-secondary Institute:

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)

Team Member Name: _____ (Mr / Ms / Mrs*)

HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)

Membership with professional institute or association (if any): Membership No.: _____

Name of the institute or association: _____

(For Student Group (Team Entry))

Name of University / Post-secondary Institute:

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Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)

Team Member Name: _____ (Mr / Ms / Mrs*)

HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

(For Professional Group)

Membership with professional institute or association (if any): Membership No.: _____

Name of the institute or association: _____

(For Student Group (Team Entry))

Name of University / Post-secondary Institute:

Note:

- (i) For **Professional Group**, if the Team Leader is not a Full Member of HKIA, a copy of proof of current membership of HKIA for at least one other Team Member of a Participant shall be submitted together with the Entry Form.

- (ii) For **Student Group**, a copy of current student ID for each member(s) of the Participant to demonstrate they are studying full-time in universities/ post-secondary institutes shall be submitted together with the Entry Form.

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SECTION 4: Personal Information Collection Statement

Purpose of Collection

1. The personal data provided by means of this Entry Form will be used for the following purposes:
 - (i) registration of Entries and verification of the eligibility of the Participants;
 - (ii) correspondence with the Participants;
 - (iii) announcement of the results of the Competition and award of the prizes relating to the Competition;
 - (iv) identification of the Participants in publishing, printing, display and exhibition of the Entries;
 - (v) enforcement of provisions of the Competition Document and the Deed of Licence and Undertaking;
 - (vi) other purposes related to the Competition; and
 - (vii) purposes related to the purposes referred to in sub-paragraphs (i) to (v) above.

2. It is obligatory for the Participants to provide the personal data required by this Entry Form. If they fail to provide the required data, the Professional Advisor will not register the Entry or verify the eligibility of the Participant.

3. The personal data provided in this Entry Form may be disclosed to any person listed in **Annex 4**, other government bureaux, departments, professional institutes and the public for purposes mentioned in Paragraph 1 above.

Access to Personal Data

You have a right to request access to and correction of your personal data provided in your Entry in accordance with the Laws of Hong Kong Personal Data (Privacy) Ordinance (Cap.486). Should you need to exercise the right, you should make your request in writing to the Professional Advisor.

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SECTION 5: Declaration and Undertaking

- Section 5 shall be signed and completed by all Participants, including each member of a Participant.
- Submit separate sheets if necessary.
- Please cross out the entire paragraph if not applicable.
- * Delete as appropriate.

In consideration of the opportunity to participate in this Competition, **[I/we]*** declare, warrant and undertake as follows:

1. **[I/We]*** fully agree and accept the requirements, terms and conditions in the Competition Document, including but not limited to the terms and conditions in this Entry Form and of the Licence and Undertaking contained in **Annex 2A** / the Deed of Licence and Undertaking contained in **Annex 2B** of the Competition Document and **will** accept and abide by the decisions made by the Organizing Committee.

2. In accordance with Clause 5.3 of the Competition Document:

(a) **[I/We]*** declare that there is no actual, potential or perceived conflict between **our** personal or financial interests and this Competition.

OR

[I/We]* declare that there is actual, potential or perceived conflict between **our** personal or financial interests and this Competition as set out below:

Attach separate sheets if necessary.

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(b) [I/We]* declare that [I/we]* are not an immediate family member, business partner or associate of any member involved in this Competition listed in **Annex 4**.

OR

[I/We]* declare that [I/we]* are an immediate family member, business partner or associate of a member involved in this Competition listed in **Annex 4** and our relationship / association is listed below.

Attach separate sheets if necessary.

AND

3. [I/We]* declare that [I/we]* do not have any interest or association with any member involved in this Competition listed in **Annex 4**;

OR

[I/We]* declare that [I/we]* have the following interest or association with the following person named in **Annex 4**:

Attach separate sheets if necessary.

4. [I/We]* also undertake that should any conflict of interest contemplated in Clause 5.3 of this Competition Documents arises at any time during the course of the Competition, [I/we]* will inform the Professional Advisor immediately.

5. [I/We]* consent and hereby authorize the Professional Advisor and any of its authorized officer to investigate and verify any information of [my/our]* declaration provided herein with any third parties.

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6. **[I/We]*** declare that all information stated on this Entry Form together with any subsequent information provided to the Organizing Committee are correct, true and complete.

7. **[I/We]*** declare that **[I/we]*** have sought consent from offices or employers in participating in the Competition.

Please sign and complete the appropriate section below. **Each Participant and/or Team Member must submit separate sheets of Section 5.**

Participant/ Team Leader* (*delete as appropriate)

Participant's Signature: _____

Participant's Name: _____

Parent/ Guardian's Signature (if applicable): _____

Parent/ Guardian's Name (if applicable): _____

Date: _____

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Annex 2A

Licence and Undertaking

Licence and Undertaking

The Participant (including all team members of the Participant) severally declare, warrant, agree and undertake the following:

1. The Participant has read carefully and understands the Competition Document for the "Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade " (hereinafter referred to as "the Competition") including any changes announced on the Competition Website.
2. The Participant declares his eligibility to participate in the Competition and declares that all information stated on the Entry Form is true, accurate and complete.
3. The Participant fully agrees to be bound by the terms and conditions as set out in the Competition Document and all decisions of the Organizing Committee, the Jury Panel and the Professional Advisor of the Competition.
4. Except as otherwise provided in Clause 5 herein, the Participant grants to the Organizing Committee and the Government of the Hong Kong Special Administrative Region ("the Government"), their authorized users, assigns and successors-in-title a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in relation to the Entry including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "the Entry") the right to conduct the following:
 - (i) display, exhibit, show, play, broadcast and/or make available the Entry or any part(s) of the Entry (whether in physical or electronic form) to the public; and
 - (ii) use (including to do any of the acts restricted by copyright under the Copyright Ordinance), reproduce, publish and/or publicize the Entry or any part(s) of the Entry in any medium.
5. To the extent that ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the Participant declares and warrants that the relevant owner of the third party Intellectual Property Rights has granted a valid and continuing licence in favour of the Participant for entering the Competition and a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence together with an indemnity in favour of the Organizing Committee and the Government and their authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 4 and 8 herein.

6. The Participant under any of the Entry Groups agrees and undertakes, in the event that his Entry is selected as one of the Winning Entries or Merit Entries as specified in the Competition Document, to grant to the Government the licence to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the Entry, including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition, and to duly execute and provide to the Government the Deed of Licence and Undertaking in the form set out in **Annex 3A** of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party. To the extent that ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the Participant shall procure at his own cost that the relevant owner of the third party Intellectual Property Rights shall grant a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence under which the Government and its authorized users, assigns and successors-in-title are entitled to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the component(s) of his Entry.

7. The Participant warrants and undertakes that:
 - (i) the Participant has full capacity, power and authority to enter into the Competition and agree to the terms and conditions set out in the Competition Document;

 - (ii) the Entry is original and has never been published before and the use or possession of which by the Organizing Committee and the Government and their authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights or any other rights of any party;

 - (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;

 - (iv) the Participant is the author of the Entry and is the legal and beneficial owner of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the ownership of Intellectual Property Rights is vested in a third party) and has never assigned or licensed any of such rights to any third party;

- (v) the Participant has never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Organizing Committee and the Government and their authorized users, assigns and successors-in-title of the rights licensed pursuant to the provisions herein and those in **Annex 3A**; and
 - (vi) this provision shall continue in full force and effect without limitation of time.
8. The Participant shall fully indemnify and keep indemnified the Organizing Committee and the Government and their authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Organizing Committee and the Government and their authorized users, assigns and successors-in-title or which the Organizing Committee and the Government and their authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Licence and Undertaking by the Participant or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights or any other rights of any party in relation to the Entry. This provision shall continue in full force and effect without limitation of time.
9. Each of the members of the Participant waives and undertakes to procure his employees, consultants, sub-contractors and agents to waive all moral rights (whether past, present or future) in relation to the Entry in favour of the Government, its authorized users, assigns and successors-in-title and such waiver to take effect upon creation of the Entry. This provision shall continue in full force and effect without limitation of time.
10. The Participant undertakes to keep the Entry confidential and take such necessary steps to ensure the same is not disclosed to any third parties until the public announcement of the results of the Competition.
11. The Participant agrees that the provisions in this Licence and Undertaking shall bind his permitted assigns, personal representatives and successors-in-title.
12. Nothing in this Licence and Undertaking shall be deemed to constitute a partnership between the Participant and the Government and their authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.

13. For the avoidance of doubt, "Intellectual Property Rights" means patents, trademarks, 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.

Annex 2B

Deed of Licence and Undertaking
(To be executed by the parent/
guardian of Participants aged under 18)

Deed of Licence and Undertaking

(To be executed by the parent / guardians of Participants aged under 18)

To: The Government of the Hong Kong Special Administrative Region ("Government")

I / We, (1) _____, holder(s) of HKID Card No(s). (1) _____

(2) _____ (2) _____

(3) _____ (3) _____

currently residing at

(1) _____

(2) _____

(3) _____

being the parent/guardian(s) of _____

holder(s) of Birth Certificate/HKID Card No(s) _____

("the Participant(s)"), hereby (jointly and severally) declare, warrant, agree and undertake on my/our behalf and in the capacity of the parent/guardian(s) of the Participant(s) as follows:

1. I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Participant(s) have read carefully and understands the Competition Document for "Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade" (hereinafter referred to as "the Competition") including any changes announced in the Competition Website as specified in the Competition Document, that the Participant(s) are eligible to participate in the Competition and that all information stated in the Entry Form is true accurate and complete, that the Participant(s) fully agree to be bound by the terms and conditions as set out in the Competition Document and all decisions of the Organising Committee, the Jury Panel and the Professional Adviser of the Competition.
2. Except as otherwise provided in clause 3 herein, I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Government, its authorized users, assigns and successors-in-title has been granted a royalty-free, freely transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in relation to the Entry including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "the Entry") the right to conduct the following:
 - (i) Display, exhibit and/or make available the Entry or any part(s) of the Entry (whether in physical or electronic form) to the public; and
 - (ii) Reproduce, publish and/or publicise the Entry or any part(s) of the Entry in any medium.
3. I/We, and I/we authorized by the Participant(s), hereby declare and warrant that to the extent that the beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the relevant beneficial owner of the third party Intellectual Property Rights has granted a valid and continuing licence in favour of the Participant(s) for entering the Competition and a royalty free, freely transferrable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence together with an indemnity in favour of the Government and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in clauses 2

and 8.

4. I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Participant(s) has agreed and undertaken, in the event that his Entry is selected as one of the Winning Entries as specified in the Competition Document, to grant to the Government the licence to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the Entry, including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition, and to duly execute and provide to the Government the Deed of Licence and Undertaking in the form set out in **Annex 3B** of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party. To the extent that ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the Participant shall procure at his own cost that the relevant owner of the third party Intellectual Property Rights shall grant a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence under which the Government and its authorized users, assigns and successors-in-title are entitled to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the component(s) of his Entry.
5. I/We have procured the Participant(s) to read carefully and explained to them the provisions of this Deed and the Participant(s) agree to the content of this Deed and authorize me/us to execute the same on their behalf.
6. I/We hereby (jointly and severally) undertake and agree, and/or shall procure the Participant(s), to take all such actions and execute all such documents and deeds as may be required by the Government from time to time for the purposes of the Deed in such manner and to such extent as the law would allow.
7. I/We hereby (jointly and severally) warrant and undertake that:
 - (i) I/We am/are the father/mother/guardian(s) of the Participant(s) who are at the date of this Deed minors under 18 years of age. I/We have full capacity, power and authority to enter into this Deed, including but not limited to executing the licence and undertaking pursuant to the provisions of this Deed;
 - (ii) the Entry of the Participant(s) is original and has never been published before and the use or possession of which by the HKSARG, its authorized users, assigns and successors-in-title, will not infringe any Intellectual Property Rights of any third party;
 - (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
 - (iv) the Participant(s) are the authors of the Entry and the legal and beneficial owners of Intellectual Property Rights subsisting in the Entry, which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of the Intellectual Property Rights is vested in a third party), and have never assigned or licensed any of such rights to any third party; and
 - (v) the Participant(s) have never entered into and shall not enter into, and I/we shall procure the Participant(s) not to enter into, any arrangement which may inhibit or restrict the exercise by the HKSARG of the rights licensed pursuant to this Deed.

This provision shall continue in full force and effect without limitation of time.

8. I/We shall fully indemnify and keep indemnified the Government, its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Government, its authorized users, assigns and successors-in-title or

which the Government its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions or warranties in this Deed by me/us and/or the Participants or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation of time.

9. I/We, authorized by the Participant(s), hereby waive all the moral rights of the Participant(s) and undertakes to procure the Participant(s)' employees, consultants, sub-contractors and agents to waive all moral rights in respect of the Entry, now or at any time in the future, with effect from the (respective) creation date(s) of the Entry. This provision shall continue in full force and effect without the limitation of time.
10. I/We hereby (jointly and severally) warrant and undertake to procure that the Participant(s) to keep the Entry confidential and take such necessary steps to ensure the same is not disclosed to any third parties until the public announcement of the results of the Competition.
11. I/We hereby warrant and agree that I/we shall submit the Deed of Assignment and Undertaking in the form set out in **Annex 3B** of the Competition Document in the event that the Participant(s)' Entry is selected as one of the Winning Entries as specified in the Competition Document.
12. No amendment or modification of or addition to this Deed shall be valid unless made in writing and signed by me/us and the Government and countersigned by the Participant(s).
13. This Deed shall constitute the entire agreement between me/us, and the Government concerning the grant of licence and undertaking relating to the Entry and supersede all prior agreements (whether oral or in writing), letters and other documents in whatever form between us concerning the same.
14. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.
15. This Deed shall bind and ensure to the benefit of me/us, the Participant(s), the Government and their respective permitted assigns, personal representatives and successors in title.
16. Nothing in this Deed shall be deemed to constitute a partnership between me/us, the Participant(s) and the Government or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
17. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we, the Participant(s) and the HKSARG agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
18. For the purposes of this Deed:
 - (i) "Intellectual Property Rights" means patents, trademarks, 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.

the words and expressions used in this Deed shall, where applicable, have the same meaning assigned to them in the Competition Document.

SIGNED, SEALED AND DELIVERED BY

(Names of Father/Mother/Guardian(s) of Participant(s)
of Participant(s))

(Signatures of Father/Mother/ Guardian(s))

for and on behalf of the Participant(s) in the)
presence of:-)

(Signature of Witness)

Name of Witness: _____

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Annex 3A

Deed of Licence and Undertaking
(For Winning Entries or Merit Entries under all Entry Groups)

Deed of Licence and Undertaking is made on this day of _____
(DD/MMM/YYYY) (hereinafter referred to as "this Deed")

To: The Government of the Hong Kong Special Administrative Region ("**The Government**")

I/We (please refer to the signatory blocks for names), being the Participant (including all team members) in the Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade (hereinafter referred to as "the Competition"), hereby jointly and severally declare, warrant, agree and undertake, in the event that our Entry is selected as one of the Winning Entries or Merit Entries of the Competition, as follows:

1. I/We execute this Deed pursuant to the terms and conditions of the Competition Document in favour of the Government in connection with the Competition.
2. I/We hereby grant to the Government and its authorized users, assigns and successors-in-title, free of all fees and royalties, a freely transferable, irrevocable, exclusive, worldwide, perpetual and sub-licensable licence in relation to the Intellectual Property Rights subsisting in the Entry including all plans, drawings, sketches and all other things in whatever form which I/we have submitted for the Competition (the Entry shall hereinafter be referred to as "the Entry" and the licence provided in this Clause shall hereinafter be referred to as "the Licence") to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance), develop, build, construct, produce, reproduce, modify, adapt and translate the same.
3. To the extent that ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, I/we declare and warrant that the relevant owner of the third party Intellectual Property Rights has granted a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in favour of the Government and its authorized users, assigns and successors-in-title for using (including doing any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the relevant component of the Entry together with an indemnity in favour of the Government and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 2 and 6 herein.

4. I/We hereby undertake and agree to take all such actions and execute all such documents and deeds as may be required by the Government from time to time for the purposes of the Licence.
5. I/We hereby warrant and undertake that:
- (i) I/we have full capacity, power and authority to enter into this Deed, including but not limited to executing the Licence pursuant to this Deed;
 - (ii) the Entry is original and has never been published before and the use or possession of the Entry by the Government, its authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights or any other rights of any party;
 - (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
 - (iv) I/we are the authors of the Entry and are the legal and beneficial owners of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the ownership of Intellectual Property Rights is vested in a third party) and have never assigned or licensed any of such rights to any third party;
 - (v) I/we have never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Government, its authorized users, assigns and successors-in-title, of the rights granted pursuant to this Deed;
 - (vi) each of us shall waive and undertake to procure our employees, consultants, sub-contractors and agents to waive all moral rights (whether past, present or future) in relation to the Entry in favour of the Government, its authorized users, assigns and successors-in-title, such waiver to take effect upon creation of the Entry; and
 - (vii) this provision shall continue in full force and effect without limitation of time.
6. I/We shall fully indemnify and keep indemnified the Government, its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims,

demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Government, its authorized users, assigns and successors-in-title or which the Government, its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Deed by us or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights or any other rights of any party in relation to the Entry. This provision shall continue in full force and effect without limitation of time.

7. This Deed shall constitute the entire agreement between us and the Government (including but not limited to their authorized users, assigns and successors-in-title) concerning the Licence of the Intellectual Property Rights of the Entry and supersede any prior agreements (whether oral or in writing), letters and other documents in whatever form concerning the same. In the event of any inconsistency between this Deed and the Licence and Undertaking in **Annex 2A** to the Competition Document, the terms and conditions in this Deed shall prevail.
8. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.
9. This Deed shall bind and ensure to the benefit of the parties and their respective permitted assigns, personal representatives and successors-in-title.
10. Nothing in this Deed shall be deemed to constitute a partnership between us and the Government, its authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
11. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
12. For the purposes of this Deed, "Intellectual Property Rights" means patents, trademarks,

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.

IN WITNESS whereof this Deed has been duly executed on the date above written.

Participant:

_____ Name of Team Leader	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature

SIGNED, SEALED AND DELIVERED for and on behalf of the Government in the presence of

Signature of Witness: _____

Name of Witness: _____

Annex 3B

Deed of Licence and Undertaking
(To be executed by the parent/
guardian of Participants aged under 18)
(For Winning Entries or Merit Entries under all Entry Groups)

Deed of License and Undertaking

(To be executed by the parent / guardians of Participants aged under 18 of the Winning Entries)

To: The Government of the Hong Kong Special Administrative Region ("The Government")

I / We, (1) _____, holder(s) of HKID Card No(s). (1) _____
(Team Leader) (Team Leader)
(2) _____ (2) _____
(3) _____ (3) _____

currently residing at

(1) _____
(for Team Leader ONLY)

being the parent/guardian(s) of _____

holder(s) of Birth Certificate/HKID Card No(s) _____

("the Participant(s)"), hereby (jointly and severally) declare, warrant, agree and undertake on my/our behalf and in the capacity of the parent/guardian(s) of the Participant(s) as follows:

1. I/We, authorized by the Participant(s), hereby execute this Deed of License and Undertaking pursuant to the terms and conditions of the Competition Document in favour of the Government in connection with the "Design Competition for Transformation of Sensory Garden at Kwun Tong Promenade" (hereinafter referred to as the "Competition"). The Participant(s)' Entry has been selected as the Winning Entry for this Competition.

2. I/We, authorized by the Participant(s), hereby grant to the Government and its authorized users, assigns and successors- in-title, free of all fees and royalties, a freely transferable, irrevocable, exclusive, worldwide, perpetual and sub-licensable licence in relation to the Intellectual Property Rights subsisting in the Entry including all plans, drawings, sketches and all other things in whatever form which I/we have submitted for the Competition (the Entry shall hereinafter be referred to as "the Entry" and the licence provided in this Clause shall hereinafter be referred to as "the Licence") to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance), develop, build, construct, produce, reproduce, modify, adapt and translate the same.

3. I/We, and I/we authorized by the Participant(s), hereby declare and warrant that to the extent that the beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the relevant beneficial owner of the third party Intellectual Property Rights has granted free of all fee a royalty free, freely transferrable, irrevocable, non- exclusive, worldwide, perpetual and sub-licensable licence in favour of the Government and its authorized users, assigns and successors-in-title for using, adapting and modifying the relevant component of the Participant(s)' Entry in the implementation of the public toilets together with an indemnity in favour of the Government and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clause 7.

4. I/We have procured the Participant(s) to read carefully and explained to them the provisions of this Deed and the Participant(s) agree to the content of this Deed and authorize me/us to execute the same on their behalf.

5. I/We hereby (jointly and severally) undertake and agree, and/or shall procure the

Confidential Registration Number

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Participant(s), to take all such actions and execute all such documents and deeds as may be required by the Government from time to time for the purposes of the Assignment in such manner and to such extent as the law would allow.

6. I/We hereby (jointly and severally) warrant and undertake that:
- (i) I/We am/are the parent/guardian(s) of the Participant(s) who are at the date of this Deed minors under 18 years of age. I/We have full capacity, power and authority to enter into this Deed, including but not limited to executing the Assignment pursuant to the provisions of this Deed;
 - (ii) the Entry of the Participant(s) is original and has never been published before and the use or possession of which by the Government, its authorized users, assigns and successors-in-title will not infringe any Intellectual Property Rights of any third party;
 - (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
 - (iv) the Participant(s) are the author(s) of the Entry and the legal and beneficial owner(s) of all Intellectual Property Rights subsisting in the Entry, which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of the Intellectual Property Rights is vested in a third party), and have never assigned or licensed any of such rights to any third party; and
 - (v) the Participant(s) have never entered into and shall not enter into, and I/we shall procure the Participant(s) not to enter into, any arrangement which may inhibit or restrict the exercise by the Government of the rights assigned pursuant to this Deed.

This provision shall continue in full force and effect without limitation of time.

7. I/We shall fully indemnify and keep indemnified the Government, its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Government, its authorized users, assigns and successors-in-title or which the Government, its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions or warranties in this Deed by me/us and/or the Participants or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation of time.

8. I/We, authorized by the Participant(s), hereby waive all the moral rights of the Participant(s) and undertakes to procure the Participant(s)' employees, consultants, sub-contractors and agents to waive all moral rights in respect of the Entry, now or at any time in the future, with effect from the (respective) creation date(s) of the Entry. This provision shall continue in full force and effect without the limitation of time.

9. No amendment or modification of or addition to this Deed shall be valid unless made in writing and signed by me/us and the Government and countersigned by the Participant(s).

10. This Deed shall constitute the entire agreement between me/us and the Government (including but not limited to their authorized users, assigns and successors-in-title) concerning the Licence of the Intellectual Property Right of the Entry and supersede all prior agreements (whether oral or in writing), letters and other documents in whatever form between us concerning the same. In the event of any inconsistency between this Deed and the Deed of Licence and Undertaking in Annex 2B to the Competition Document, the terms and conditions in this Deed shall prevail.

11. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.

12. This Deed shall bind and ensure to the benefit of me/us, the Participant(s), the Government and their respective permitted assigns, personal representatives and successors in title.

13. Nothing in this Deed shall be deemed to constitute a partnership between me/us, the Participant(s) and the Government, its authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.

14. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we, the Participant(s) and the Government agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

15. For the purposes of this Deed:
i. "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.

the words and expressions used in this Deed shall, where applicable, have the same meaning assigned to them in the Competition Document.

SIGNED, SEALED AND DELIVERED BY

(Names of Father/Mother/Guardian(s) of Participant(s))
Guardian(s) of Participant(s))

(Signatures of Father/Mother/

for and on behalf of the Participant(s) in the)
presence of:-)

(Signature of Witness)

Name of Witness: _____

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Annex 4

List of Members Involved in this Competition

ORGANIZING COMMITTEE

Co-chairs (in alphabetical order)

R.A. CHING Yuk Yu, Eugene

Chairman of Planning and Urban Design Committee, The Hong Kong Institute of Architects

Deputy Chair of Environmental and Sustainable Development Committee, The Hong Kong Institute of Architects

R.A. KING Kwok Cheung

Deputy Head of Energizing Kowloon East Office, Development Bureau

Members (in alphabetical order)

R.A. Raymond LAU

Chief Project Manager 302, Architectural Services Department

R.A. LAU Wai Yan, Sofia

Senior Place Making Manager (Design), Energizing Kowloon East Office, Development Bureau

R.A. SIU Kwan Yeung, Marco

Member of Competition Committee, The Hong Kong Institute of Architects

Professional Advisor

R.A. CHEUNG Yim Fun, Lucia

Deputy Chair of Competition Committee, The Hong Kong Institute of Architects

JURY PANEL

Head Juror

To be nominated amongst the jurors

Jury Members (in alphabetical order)

Mr. CHAN Yuen King, Paul

Vice-President, The Hong Kong Institute of Landscape Architects

Ms. CHEUNG Yi Mei, Amy, JP

Head of Energizing Kowloon East Office, Development Bureau

R.A. CHOI Wun Hing, Donald

President, The Hong Kong Institute of Architects

R.A. HO Wing Yin, Winnie, JP

Director of Architectural Services Department

R.A. NG Wing Shun, Vincent, JP

Chairman of The Harbourfront Commission

Prof. WANG Weijen

Andrew K F Lee Professor in Architecture Design, Department of Architecture, The University of Hong Kong

Prof. YIM Chi-ming, Eric, JP

Chairman of Hong Kong Design Centre

Reserve Juror

R.A. AU Chung Leung, Joanlin

TECHNICAL COMMITTEE

Chair

R.A. Raymond LAU

Chief Project Manager 302, Architectural Services Department

Members (in alphabetical order)

R.A. BEH Kiang Hioke, Kentis

Council Member, The Hong Kong Institute of Architects

Ms. TANG Wing Sze, Maria

District Leisure Manager (Kwun Tong), Leisure and Cultural Services Department

R.A. TANG Yuk Hang, Marco

Architect/210, Architectural Services Department

R.A. YUEN Pui Shan, Jessica

Place Making Manager (Design) 2, Energizing Kowloon East Office, Development Bureau

SUPPORTING STAFF (in alphabetical order)

Ms. CHAN Ho Yi, Alice

Project Manager 391, Architectural Services Department

Ms. LEE Ka Lai, Jackie

Senior Project Manager 330, Architectural Services Department

Ms. MAK Suk Man, Ellie

Senior Manager, The Hong Kong Institute of Architects

Mr. MOK Tsz Chung, Viktro

Administrative Officer, The Hong Kong Institute of Architects

Ms. WONG Wai Fan, Denise

Senior Manager, The Hong Kong Institute of Architects

Ms. YIN Jialin, Lori

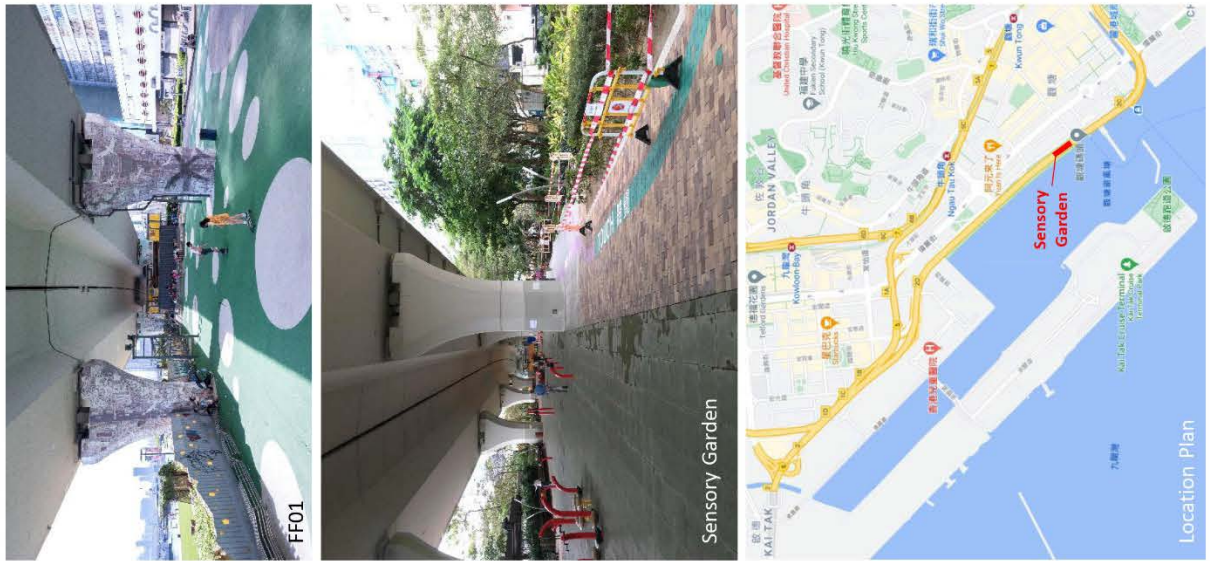
Project Manager 395, Architectural Services Department

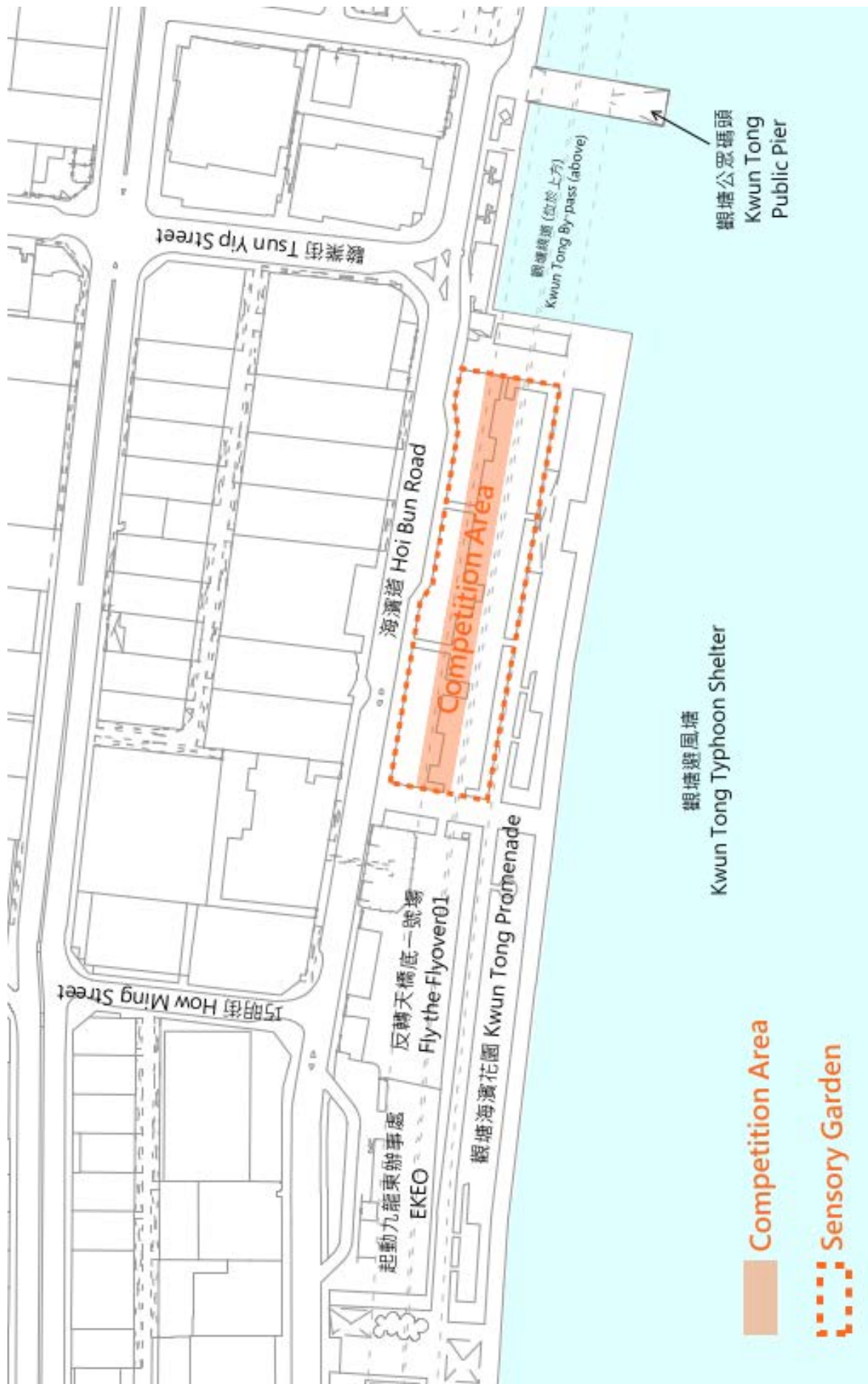
Annex 5

Location Plans and Photographs (for reference only)

(Please refer to the current condition in Sensory Garden
and the CAD drawing on competition website
for the exact extent competition area)

Site Photos : Sensory Garden adjoining Kwun Tong Promenade





Site Photos : Sensory Garden adjoining Kwun Tong Promenade



Site Photos : Sensory Garden adjoining Kwun Tong Promenade

