



參賽及著作權授權同意書 CONSENT AND COPYRIGHT LICENSE AGREEMENT

參賽身份 PARTICIPANT INFO	<input type="checkbox"/> 參賽者姓名 NAME (個人 INDIVIDUAL) -----	作品編號 SERIAL NUMBER 本欄為由執行單位填寫 THIS COLUMN WILL BE FILLED IN BY THE ORGANIZER
	<input type="checkbox"/> 團體名稱 GROUP NAME ----- 團體代表人 GROUP REPRESENTATIVE -----	
<p>本人 / 團體 (以下簡稱為乙方) 報名參加財團法人夏荊山文化藝術基金會所舉辦的「第一屆荊山經典 文創藝術獎」競賽, 同意競賽要點之各項內容規定, 並授予主辦單位財團法人夏荊山文化藝術基金會 (以下簡稱為甲方) 以下相關權利:</p> <p>I / WE (GROUP) (HEREINAFTER AS "PARTY B") APPLY FOR THE FIRST "JING SHAN CLASSIC, CULTURAL & CREATIVE ARTS AWARDS" ORGANIZED BY XIA JING SHAN CULTURAL AND ARTS FOUNDATION. CONSENT RELATED REGULATIONS AND ASSIGN THE FOLLOWING RIGHTS TO THE ORGANIZER, XIA JING SHAN ARTS AND CULTURE FOUNDATION (HEREINAFTER AS "PARTY A"):</p> <h3>一、傳播權利 RIGHT OF PROMOTION</h3> <p>甲方為推廣本次競賽活動之後續宣傳等事宜, 得將參賽期間之參賽作品及說明書等各項資料與獲獎作品運用在相關媒體如電視、廣播、網際網路等公開播送、公開傳輸, 以及利用平面報紙、雜誌等散佈。 乙方同意甲方為競賽宣傳、編輯、展示、稅款與競賽等相關活動, 得使用乙方所提供之個人資料、活動紀錄及作品。</p> <p>FOR THE PURPOSE OF PROMOTIONS FOLLOWING THE COMPETITION, PARTY A HAS THE RIGHT TO PUBLICLY AIR AND TRANSMIT THE ENTRIES, WORK DESCRIPTION AND OTHER RELATED DOCUMENTS AS WELL AS WINNING ARTWORKS ON TELEVISION, RADIO, INTERNET, NEWSPAPERS, MAGAZINES, ETC. PARTY B AGREES PARTY A TO USE THE PERSONAL INFORMATION, ACTIVITY RECORD AND ART CREATIONS PROVIDED BY PARTY A FOR THE PURPOSE OF ADVERTISING, EDIT, EXHIBITION, TAX, ETC.</p> <h3>二、作品著作權利 COPYRIGHT OF THE WORKS</h3> <p>(一) 基於推廣參賽作品, 乙方同意將參賽作品委由甲方建立資料庫予以管理。 FOR THE PURPOSE OF PROMOTING THE ENTRIES, PARTY B AGREES PARTY A TO ESTABLISH DATABASE OF THE WORKS IN ORDER TO MANAGE THE WORKS.</p> <p>(二) 乙方同意獲獎作品之全部權利無償讓與甲方。乙方同意對本會及本會所授權之人, 不行使著作人格權且不主張任何其他權利; 並同意甲方進行設計稿修正、更改以利後續商業量產製作與使用。 PARTY B GRANTS ALL RIGHTS OF THE AWARD-WINNING WORKS TO PARTY A FOR FREE. PARTY B AGREES NOT TO CLAIM MORAL RIGHT OR ANY OTHER RIGHTS ON PARTY A AND THE PERSONS AUTHORIZED BY PARTY A. PARTY B AGREES PARTY A TO MODIFY THE DESIGN DRAFT FOR THE PURPOSE OF MASS PRODUCTION AND USAGE OF THE WORKS FOR COMMERCIAL CONSIDERATIONS.</p>		

(三) 乙方應保證其設計之作品，第三人不得主張任何權利，其如有侵害第三人之合法權益時，乙方應負責處理並承擔一切法律責任。

PARTY B MUST PROMISE THE WORKS ARE ORIGINAL AND NO THIRD PARTY SHALL CLAIM ANY RIGHT OF THE WORKS. IF CASE OF FRINGING LEGITIMATE RIGHTS AND INTERESTS OF A THIRD PARTY, PARTY B SHALL TAKE FULL RESPONSIBILITY OF IT AND ASSUME LEGAL LIABILITY.

(四) 乙方同意若所設計之作品獲獎，甲方有權基於商品權利保護及行銷考量，以甲方名義就獲獎作品申請專利並無償運用之，且乙方對甲方所申請之專利不得主張任何權利。

IF THE WORK WINS THE AWARD, PARTY B AGREES THAT PARTY A HAS THE RIGHT TO APPLY FOR PATENT AND USE THE AWARD-WINNING WORK FOR FREE FOR THE PURPOSE OF PROTECTION OF RIGHTS AND MARKETING CONSIDERATION. PARTY B SHALL NOT CLAIM ANY RIGHT ON THE PATENT THAT PARTY A APPLIES.

三、責任與義務 RESPONSIBILITY AND OBLIGATION

(一) 如經發現參賽作品有非本人創作或侵犯他人智慧財產權時，一律取消參賽資格，如有造成他人損失時，參賽者須自行負責所有相關法律責任。

IN THE EVENT THAT AN AWARD-WINNING ITEM HAS BEEN CONFIRMED TO BE PLAGIARIZED OR HAS INFRINGED UPON COPYRIGHT, THE ORGANIZER WILL DISQUALIFY THE ENTRY. IN THE EVENT OF CAUSING OTHER PEOPLE'S DAMAGES, ENTRANT MUST ASSUME ALL LEGAL LIABILITY.

(二) 得獎人之作品，須配合主辦單位進行相關宣傳與展出。

THE AWARD-WINNING ITEM HAS TO COOPERATE WITH THE ORGANIZER FOR RELATED PROMOTIONS AND EXHIBITIONS.

(三) 各獎項之獎金、獎品須依規定扣繳所得稅。

THE PRIZE MONEY AND REWARDS WILL BE TAXED IN ACCORDANCE WITH LOCAL TAX REGULATIONS.

(四) 乙方同意獲獎後須繳交原始工作檔予甲方。

FOR THE AWARD-WINNING ITEM, PARTY B AGREES TO GIVE ORIGINAL DESIGN WORK TO PARTY A.

參賽者 / 團體代表人簽名 SIGNATURE OF PARTICIPANT / GROUP REPRESENTATIVE : (蓋章 SIGN AND STAMP)

身分證字號 PERSONAL ID NUMBER :

西元： 年 月 日
Date: _____ (YYYY/MM/DD)