

Terms and Conditions - Hong Kong Local Artists / Designers Open Call

These terms and conditions (“**Terms and Conditions**”) are issued by Experience 11 Limited (the “**Company**”) in connection with the Hong Kong Local Artists / Designers Open Call (“**Open Call**”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply:

“ Acceptance ”	: means the Company’s written notification to the Applicant that their Submission has been selected for further engagement, which is expected to be around [*] 2026;
“ Applicant ”	: means an individual who submits a Submission (or a team, if applicable);
“ Company ”	: means Experience 11 Limited;
“ Future IP Project ”	: means a separate IP project for which the Company may engage an Applicant following Acceptance;
“ Intellectual Property Rights ”	: means all copyright, trademarks, design rights, patents, moral rights, and all other intellectual property rights, whether registered or unregistered, worldwide;
“ Separate Agreement ”	: means a separate written agreement that the Company (and/or its affiliates, as applicable) may enter into with the Applicant following Acceptance which governs the Future IP Project;
“ Submission ”	: means all materials, proposals, designs, concepts, portfolios, or other content submitted by the Applicant to the Company under the Open Call, including any accompanying explanations, notes or supporting documents.

1.2 References to sections are to sections of these Terms and Conditions. Headings are for convenience only.

2. Eligibility and Submission Requirements

2.1 An Applicant must:

- (a) be a local artist, designer, or creative professional who frequently resides and works in Hong Kong;
- (b) be at least 18 years of age;
- (c) if submitting as a team, designate one (1) member as the primary contact who shall be responsible for all communications with the Company.

2.2 A Submission must:

- (a) be in PDF format, not exceeding ten (10) pages;
- (b) be sent to opencall@experience11.com with the email subject “[Cross-City IP Project Proposal] – Name/Team Name”;
- (c) include all materials specified by the Company;
- (d) be submitted before the deadline of 19 June 2026.

2.3 Late or incomplete Submissions will not be considered.

3. Originality and Third-Party Rights

3.1 The Applicant represents, warrants and covenants that:

- (a) the Submission is the Applicant’s original work and has never been published in other commercial projects;
- (b) the Submission does not infringe any Intellectual Property Rights, moral rights, privacy rights, publicity rights, or any other rights of any third party;
- (c) the Submission does not contain any defamatory, obscene, sexually explicit, or otherwise inappropriate content;
- (d) no other party has any rights, claims, or interests in the Submission.

3.2 The Applicant shall fully indemnify and hold harmless the Company against all claims, losses, damages, costs, expenses or liabilities (whether direct or indirect) arising from:

- (a) breach of any warranty in Section 3.1 above;
- (b) any third-party claim regarding the Submission;
- (c) any infringement of Intellectual Property Rights or other rights by the Submission.

3.3 The Company reserves the right to reject any Submission suspected of plagiarism, copying, or infringing any Intellectual Property Rights without prior notice.

4. Intellectual Property Rights and Assignment

4.1 By making the Submission, the Applicant grants the Company a non-exclusive, royalty-free, worldwide licence to:

- (a) review, evaluate and assess the Submission for the purpose of selecting Applicants for the Future IP Project;
- (b) reproduce and display the Submission internally for the judging panel;
- (c) use images, text, or excerpts from the Submission for promotional purposes related to the Open Call (e.g. website, social media, press releases).

4.2 Upon Acceptance, the Applicant agrees to enter into good faith negotiations with the Company regarding potential collaboration or the assignment/licensing of Intellectual Property Rights in the Submission (as the case may be), on the terms set out in the Separate Agreement. No

assignment or transfer of rights shall take effect unless and until the Separate Agreement is duly executed.

- 4.3 The Applicant acknowledges that moral rights may be addressed in the Separate Agreement. For the avoidance of doubt, the Applicant agrees not to assert moral rights against the Company in respect of evaluation or promotional use of the Submission under Section 4.1 above.
- 4.4 The Applicant acknowledges that no fee, payment or compensation shall be payable for the Submission or evaluation of the Submission. Payment, if any, shall only be made under the Separate Agreement following Acceptance, which may provide for a one-off fee for artwork purchase and/or revenue-sharing commissions, as mutually agreed.
- 4.5 If the Company does not select the Applicant (i.e. no Acceptance is given), all Intellectual Property Rights in the Submission remain with the Applicant. The Company retains only the licence granted under Section 4.1 for evaluation purposes.

5. Selection Process and Acceptance

- 5.1 The Company is recruiting suitable artists for the Future IP Project. If no Submission suits the Company's projects, the Company shall not be obliged to select any Applicants.
- 5.2 Acceptance shall be communicated via email to the Applicant's designated contact.

6. Separate Agreement for Future IP Project

- 6.1 The Open Call document and these Terms and Conditions are provided for information only. The Company makes no representations or warranties regarding the Future IP Project's scope, timeline, budget or commercial viability.
- 6.2 The Company shall not be liable for any loss or damage (including indirect or consequential loss) arising from:
 - (a) the handling, storage, or return of Submission materials;
 - (b) the Company's decision not to select any Applicant;
 - (c) any delay or failure to enter into the Separate Agreement.
- 6.3 Submitted materials will not be returned. Preservation or disposal is at the Company's discretion.
- 6.4 For the avoidance of doubt, Acceptance does not itself create any binding obligation on the Company to enter into a Separate Agreement, nor does it constitute a commitment to use or exploit the Submission. Acceptance merely identifies Applicants for potential collaboration and creates an opportunity for further negotiations.

7. Personal Data Collection

- 7.1 The Company collects personal data from Applicants, including name, contact details (including email address and mobile number), and portfolio information (including Submission materials) for the following purposes:

- (a) processing and evaluating the Submission;
 - (b) communicating with the Applicant regarding the Open Call;
 - (c) entering into a Separate Agreement if the Applicant is selected;
 - (d) internal record-keeping and compliance with applicable laws.
- 7.2 Provision of personal data is voluntary. However, failure to provide the required data may result in the Company being unable to process the Submission.
- 7.3 Personal data may be transferred to the Company's affiliates/related companies, professional advisers, service providers and/or business partners engaged to assist with the Open Call.
- 7.4 Personal data will be retained for no longer than is necessary to fulfill the above purposes, and securely deleted thereafter.
- 7.5 The Company will take all reasonably practical steps to ensure that personal data is protected against unauthorized or accidental access, processing, erasure, loss or use.
- 7.6 Under the Personal Data (Privacy) Ordinance (Cap. 486), the Applicants have the right to request access to and correction of their personal data. Requests shall be addressed to opencall@experience11.com.

8. Miscellaneous Provisions

- 8.1 The Company may update or amend these Terms and Conditions at any time by posting the revised version on its website. Continued participation constitutes acceptance of such updates.
- 8.2 These Terms and Conditions do not create a partnership, joint venture, or employment relationship between the Applicant and the Company.
- 8.3 Participation in the Open Call does not guarantee selection, engagement, or collaboration with the Company.
- 8.4 For the avoidance of doubt, even if an Applicant is selected or later engaged for a Future IP Project, the Company remains under no obligation to use, exploit, or adopt any Submission.
- 8.5 The Company shall not be liable for any reputational, commercial, or other loss suffered by Applicants arising from participation in the Open Call or from the Company's decision not to engage an Applicant.
- 8.6 The Company reserves the right to interpret these Terms and Conditions, and the Company's decision on any dispute, question or matter arising out of or in connection with these Terms and Conditions shall be final and conclusive.
- 8.7 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 8.8 These Terms and Conditions are issued in both English and Chinese versions. In the event of any discrepancy or inconsistency, the English version shall prevail.

