**The Shanghai Museum Logo and Mascot Design Competition**

**Terms and Conditions**

By participating in the Competition, you agree to be bound by, and are deemed to have read, understood and accepted these Terms and Conditions.

1. **Participation requirements**

* The submitted entry (including but not limited to the designs, comments, links, etc.) must not include any defamatory, offensive, pornographic or unlawful content that violates relevant laws and regulations of the People’s Republic of China. The designer shall bear full civil or criminal liability arising directly or indirectly from such violations. The Shanghai Museum reserves the right to modify or delete any inappropriate information in the submitted entry.
* The submitted designs are exclusively and entirely original works of the designer and do not comprise or incorporate any copyright or other intellectual property rights owned by any other person, have never been disclosed or used before the Competition and do not infringe the legal rights of any third party.

1. **Intellectual property rights statement**

* The winning designer shall irrevocably agree to grant the Shanghai Museum the perpetual and exclusive intellectual property rights worldwide, including but not limited to the rights to obtain a patent, design, and/or trademark, in and to the design, as well as the right to entirely or partly transfer, reproduce, copy, publish, alter, adapt, modify, translate or distribute the design in any manners such as publications, web, exhibition, broadcasting, filmmaking, television, video production, sound recording, etc., for commercial and non-commercial purposes. The Shanghai Museum has the right to grant other media, websites, organizations and individuals license of using the design for the purposes above. When using the design for the purposes above, the Shanghai Museum may or may not indicate the designer’s name or identity.
* The winning designer that quits the Competition after the announcement of results shall bear full legal and related responsibilities arising from the action. The Shanghai Museum reserves the rights to claim compensations for any potential harms and losses.
* During the Competition (including the selection period) it is not allowed to use the submitted designs for other purposes (except for occasions allowed by laws).
* The intellectual property rights of the vector graphic of the Museum’s Chinese name in calligraphy characters “上海博物馆” are in the possession of the Shanghai Museum and protected by the law. The vector graphic can be downloaded and used only by the applicants and only for the designs for the Competition. The Shanghai Museum has the right to bring proceedings against violators for using the vector graphic for other purposes.
* Submitted designs will not be returned. The intellectual property rights of the designs that fail to win remain to be owned by their designers.

1. **Disclaimers**

* In the event of infringement of intellectual property rights or other lawful rights of any third party, the designer shall bear full legal and related responsibilities arising from such violations. The Shanghai Museum has the right to delete such entries or take other restrictions and reserves the right to hand it over to relevant administrative organs. The Shanghai Museum does not bear any responsibilities arising from such violations.
* In the event of violations of any of these Terms and Conditions or other regulations of the Competition, the Shanghai Museum has the right to disqualify the involved designer, while reserving the rights to claim compensations for any potential harms and losses.
* Deletion or other restrictions by the Shanghai Museum on certain submitted entries are based on the regulations of the network service providers. The Shanghai Museum does not bear any responsibilities to compensate for that.
* The Shanghai Museum reserves the final interpretation right for the Competition and the right of interpretation, modification and update for these Terms and Conditions.