## Letter of Commitment by the Applicant

Applicant (to be filled in by natural persons): Name (in printed style), gender, date of birth, ethnicity, nationality, residence, ID and number, employer, post, email, mailing address, postal code, contact information, and contact phone number.

Applicant (to be filled in by legal persons or non-legal entities): Name (full legal name of legal persons or non-legal entities in printed style), address, email, mailing address, postal code, contact information, and contact phone number.

Legal representative/person in charge: Name (in printed style), gender, date of birth, ethnicity, nationality, residence, ID card and number, email, mailing address, postal code, contact information, and contact phone number.

Article 1: The applicant fully understands and accepts the announcement, documents for the collection, conditions and requirements for the collection of the proposals of the emblem design of the 9th Asian Winter Games Harbin 2025 (hereinafter referred to as the Harbin Asian Winter Games), voluntarily participates in the collection of proposals, submits the proposals and design, and makes the commitment.

- Article 2: The applicant voluntarily makes the following guarantees and commitments:
- 1. The applicant (including but not limited to the applicant and its members, employees, consultants, agents, and any third

party or related personnel involved in this collection. The same below.) fully understands and unconditionally accepts the Announcement on the Collection of Proposals on Emblem Design for the Asian Winter Games Harbin, documents and their attachments related to this collection, as well as the conditions and requirements of the collocation, and promise to fully accept the relevant regulations, arrangements, conditions, and requirements made by the organizers or relevant organizations of the Harbin Asian Winter Games, as well as those updated from time to time, without any objections. The applicant's participation in the collection indicates the above acceptance and commitment.

- 2. The applicant guarantees the originality and legality of the proposal and the design of the mascot, which are independently completed by the applicant without the assistance of others, and do not harm any rights. The applicant has complete, entire, and exclusive copyright rights to the proposal and the design. The applicant guarantees that he will not use or copy the intellectual property rights of others' works without authorization from the authors.
- 3. The applicant and any of their personnel or relatives will not disclose any information that has not been officially disclosed by the organizers or relevant organizations of the Harbin Asian Winter Games to others.
  - 4. The applicant should not promote his participation in

the collection in any form at any time or place, and shall not express or imply any special association with the organizers, relevant organizations of the Harbin Asian Winter Games, or the Asian Olympic Council.

- 5. All expenses incurred by the applicant in participating in the collection shall be borne by the applicant, unless otherwise agreed in writing with the organizers.
- 6. The applicant has the corresponding civil rights and capacity to participate in the collection (if the applicant is a person without or with limited civil capacity, the consent of the legal guardian is required, and the applicant and the legal guardian must co-sign the proposal and other documents and materials). The signatures and seals of the applicant in the collection are true, legal, and valid, and have legal binding force on the applicant. The applicant shall bear corresponding responsibilities.
- 7. The applicant fully respects and upholds the organizers, the host country, relevant organizations of the Harbin Asian Winter Games, the Harbin Asian Winter Games, and the Asian Olympic Council at any time, in any region, and on any occasion. Regardless of the outcome of the application, the applicant shall not in any way derogate from the rights, image, or reputation of the organizers, the relevant organizations of the Harbin Asian Winter Games, the Harbin Asian Winter Games, the Asian Olympic Council, or their logos, and shall not take

any actions or statements that may harm the rights, image, or reputation of the organizers, the host country, the relevant organizations of the Harbin Asian Winter Games, or the Harbin Asian Winter Games, the Asian Olympic Council.

8. If the applicant fails to comply with the promise, they shall bear all legal responsibilities such as stopping the infringement, continuing to fulfill the obligations, eliminating the impact, restoring the harmed reputation, apologizing, and compensating for losses.

Article 3: The applicant hereby makes the following commitments regarding the proposal and all rights related to intellectual property, including intellectual property rights, in the proposal (after the announcement of the results, the proposal that has not been selected as a candidate plan and has not been adopted by the organizers or relevant organizations of the Harbin Asian Winter Games may not be subject to this restriction):

1. The applicant confirms that the right to the emblem for the Harbin Asian Winter Games belongs to the organizers or relevant organizations of the Harbin Asian Winter Games without compensation or conditions, and is under their control, use, disposal, or transfer. The organizers or relevant organizations of the Harbin Asian Winter Games enjoy intellectual property rights such as copyright and all rights not prohibited by law.

- 2. The applicant confirms that they irrevocably and exclusively transfer the copyright (including but not limited to copyright, neighboring rights, commercialization rights), trademark rights, patent rights (including design) and other intellectual property rights, application rights, and related derivative rights of the application plan and the application works (including images or three-dimensional representations, etc.) worldwide, as well as all rights permitted by laws worldwide, the personal and property rights in intellectual property rights such as copyrights, automatically and permanently, to the organizers or relevant organizations of the Harbin Asian Winter Games and their licensed or re-transferred third parties, within the scope permitted by law, including but not limited to the right of authorship, publication, modification, and protection of the integrity of works. The organizers or relevant organizations of the Harbin Asian Winter Games and their licensed or transferred third parties may use the application plan and the application work without restriction, and may use it publicly without signature.
- 3. The applicant promises not to exercise or claim personal and property rights, including but not limited to publishing rights, authorship rights, modification rights, and the right to protect the integrity of the work, and unconditionally, irrevocably agree to transfer the unrestricted enjoyment and exercise of rights to the organizers or relevant organizations of

the Harbin Asian Winter Games and their licensed or transferred third parties worldwide.

- 4. The applicant agrees to accept the requirements and arrangements of the organizers or relevant organizations of the Harbin Asian Winter Games, and to deepen the design and corresponding modifications of the proposal and the design on their own or by others or in collaboration with others. All rights related to the improved design and modified intellectual property rights belong to the organizers or relevant organizations of the Harbin Asian Winter Games, as well as the third parties licensed or transferred, and all commitments made by the organizers shall apply.
- 5. The applicant promises not to publish all or part of the proposal and design in any form (whether or not bearing the words and logos of the Asian Olympic Council, Harbin Asian Winter Games, and related organizations) at any time and within any geographical scope. The applicant guarantees that he has not used or authorized others to use or develop the proposal and design in any form on a global scale.
- 6. The applicant agrees that the organizers, relevant organizations of the Harbin Asian Winter Games, and the Asian Olympic Council are not required to pay any remuneration, rights transfer fees, or other fees related to the collection, proposal, and design. The applicant does not claim any benefits such as benefits from commercial use.

- 7. The applicant promises that the organizers and relevant organizations of the Harbin Asian Winter Games have the right to decide on their own to use any technology and carrier (including currently unknown carriers and technologies) in any form of use, development, authorization, licensing, or protection without any interference or restriction from the applicant or others. The applicant does not claim any corresponding rights or benefits.
- 8. The applicant promises that due to the applicant's participation in the collection, submission of the proposal, and the design, the organizers and relevant organizations of the Harbin Asian Winter Games may face any claims, disputes, lawsuits, or arbitrations, which may cause direct or indirect losses to the organizers and relevant organizations of the Harbin Asian Winter Games in terms of reputation, or economy. Regardless of whether the applicant is at fault or not, the applicant is responsible, and the organizers, and the relevant organizations of the Harbin Asian Winter Games also have the right to require the applicant to take sufficient and appropriate measures to eliminate the impact and losses. The organizers and relevant organizations of the Harbin Asian Winter Games have the right to seek compensation from the applicant.
- 9. The applicant confirms that if the applicant fails to fulfill their commitments and violates the relevant regulations of the collection, the organizers and the relevant organizations

of the Harbin Asian Winter Games may require the applicant to make corrections within a specified period of time, cancel the qualification of the applicant and the corresponding evaluation and rewards of the applicant, and hold the applicant legally responsible.

Article 4: This letter of commitment shall come into effect from the date when the applicant signs (if there is a legal guardian, the legal guardian must co-sign the letter of commitment) and seals (if the applicant is a natural person, no seal is required). Without the consent of the organizers, the applicant shall not withdraw the proposal for any reason.

**Article 5:** This letter of commitment is made in Chinese or in both Chinese and English, and the Chinese text shall be referred to as standard.

**Article 6:** This letter of commitment shall be interpreted in accordance with the laws of the People's Republic of China.

**Article 7:** Disputes involving the organizers or organizations related to the Harbin Asian Winter Games shall be under the jurisdiction of the court where the organizers reside, and the laws of the People's Republic of China shall apply.

Signature of the applicant (to be signed by natural persons):

Signature of legal guardian (if any):

Applicant (to be filled in by legal persons or non-legal entities):

Signature of legal representative/person in charge (official seal):

**Signature of the Authorized Representative:** 

**Date: MM/DD/YYYY**