

Commemorating the 125th Birth Anniversary of Feng Zikai
“2023 FZK Peace Series Digital Collection”
Terms and Conditions
2023-12-08

1. Event Purpose

This event is one of the series of activities in the “Commemorating the 125th Birth Anniversary of Feng Zikai”. It aims to speak volume about the current global geopolitical shifts, promote the theme of “peace” and highlight Feng Zikai’s artistic philosophy of criticizing realism and advocating for world peace in his artworks. The event seeks to convey Feng Zikai’s eternal humanistic and artistic ideals, which are filled with hope for life, and to ignite a renewed desire for peace in the world. Its aspiration is to preserve the beauty of peace in the world for a long time to come.

2. Event Content

The digital collections being sold in this event are the "2023 FZK Peace Series Digital Collection", commemorating the 125th birth anniversary of Feng Zikai. These limited-edition collections are sold in sets (referred to as "Sets") and issued as Non-fungible tokens (NFTs) on the Polygon blockchain, with clear ownership rights and benefits. They are available for public sale on the Cinfinix platform (<https://mart.cinfinix.io/en-US/collection/fengzikai>) .

3. Event Organizers

This event is initiated by Feng Zikai International Cultural Association (referred to as the "Association"), a non-profit organization registered in Hong Kong, with the support of Dr. Feng Yu, the grandson of Feng Zikai, and Ms. Cui Dongming, the daughter of Feng Zikai's youngest daughter Feng Yiyin. The Association has collaborated with Hieroglyph Digital Technology Company and authorized Cinfinix, a Web3 platform to operate the event.

4. Event Nature

This event is a charity sale, and the proceeds will be used for charitable purposes according to the articles of association of the Feng ZiKai International Cultural Association.

5. Use of The Digital Collection

5.1 Each set of digital collections include a digital benefits token (referred to as "Benefits Token") that provides exclusive privileges for holders, and a digital collectible token (referred to as "Collectible Token") that can be directly redeemed for a limited-edition reproduction of a Feng Zikai's art masterpiece.

5.2 The holder of the Collectible Token can directly redeem for a limited-edition reproduction of a Feng Zikai's artwork on the Cinfinix platform. Upon redemption, the collectible token will be reclaimed by the Association. Each reproduction is marked with a unique serial number, Feng Zikai's seal, and autograph of his grandson Dr. Feng Yu.

5.3 The Benefits Token will be airdropped to the individual digital wallet of the initial purchasers by the Association after the transaction is completed.

5.4 The holder of the Benefits Token can become the permanent member of Feng Zikai International Cultural Association, and enjoy the privilege of priority participation in various arts and cultural activities. Detailed information about the activities will be regularly updated on the Association's website and communicated to the holders.

5.5 The use right of the tokens in the Sets remains valid after transfer.

5.6 The Association reserves the right to interpret, modify, suspend, or permanently terminate the provision of permanent ownership rights and benefits at any time. Buyers agree and understand that the Association is not liable for any legal responsibilities in relation to this.

5.7 The Association is not liable for any damages resulting from the use or inability to use the tokens in the Sets.

5.8 The digital collections are considered "intangible digital content" and, once the transaction is successful, it is deemed as a completed online service. Therefore, requests for returns or refunds are not accepted.

6 Use of Intellectual Property (IP) Rights for The Digital Collections

6.1 The intellectual property (IP) rights for the digital collections and reproductions of the original artworks included in this "Set" are owned by the Feng Zikai family and authorized for issuance by the Feng Zikai International Cultural Association. All digital tokens and reproductions may only be used for personal and limited commercial activities, including public exhibitions, displays, and auctions, provided that they are identified as reproductions and the source is acknowledged. However, this does not include the rights to create derivative works, edit, modify, or otherwise create patterns in whole or in part. Reproductions of original artworks cannot be further reproduced.

6.2 The owners of the digital collections and reproductions of original artworks only acquire a limited, global, non-exclusive, non-transferable, indivisible, royalty-free right to display the purchased "Set." They do not acquire any rights or ownership related to the copyrights, trademarks, or other intellectual property rights of this "Set."

6.3 Buyers agree that without obtaining prior written consent from the Association, they shall not use the "Set" for advertising, promotion, or selling third-party products or services. They shall not link the "Set" with images, videos, or other forms of media related to hate, intolerance, violence, or cruelty. Furthermore, they shall not use the "Set" for purposes such as movies, videos, games, or any other form of media without permission.

6.4 Buyers shall not attempt to acquire trademark rights, copyrights, or any other intellectual property rights of the "Set." They shall not attempt to forge, label, or create digital collectibles with similar representations to this project. Furthermore, they shall not engage in any actions that distort, damage, or harm the reputation or reputation of the Feng Zikai International Cultural Association regarding the digital collections (including but not limited to forgery, false reporting, or concealing the creators of the "Set").

6.5 In the event of any violation of the terms of use for the "Set," misuse of the "Set" by the user, or infringement of third-party rights, the buyer agrees to indemnify the Association for damages (including but not limited to attorney fees, litigation costs, compensation, and settlement fees) and any damage to the reputation of the Association.

7 Purchase and Sale

7.1 This event offers a total of 125 limited edition "Sets" for sale on a first-come, first-served basis. The order of sale will be determined based on the timing of payment receipt. If the "Sets" are sold out after receiving payment, the Association will contact the buyers within seven working days to arrange a refund.

7.2 Payment methods include digital currency and fiat currency (Chinese Yuan/Hong Kong Dollar/US Dollar). Digital currency holders can make purchases directly on the Cinfinix platform, while fiat currency payments should follow the payment process provided by the Association.

7.3 Both the buyer and seller agree that, after the completion of the transaction, the buyer has no right to request a refund of the payment. Once the goods/services have been delivered or provided, the buyer has no right to request a return or cancel the transaction.

7.4 The Feng Zikai art reproductions are stored at the Feng Zikai International Cultural Association. After the buyer completes the payment, they can choose to redeem the art reproduction using the Collectible Token on the Cinfinix platform and provide a delivery address. The Association will arrange for delivery. When picking up the goods, the buyer should carefully inspect and verify the items. Once the goods have been signed for, it indicates acceptance of the condition and quality of the reproduction without any objections.

8. Delivery

8.1 The Feng Zikai art reproductions will be shipped via SF Express within fourteen working days after the end of the sale. The buyer is responsible for the shipping fees.

8.2 Once the Feng Zikai art reproductions have been shipped, the Association will contact the buyer and provide the tracking number.

9. Buyers who successfully purchase the digital collection "Set" released in this event will be deemed to have automatically agreed to all the terms and conditions stated herein. The Association reserves the right to interpret these terms and conditions.

10. In the event of any discrepancies or ambiguities between the Chinese and English versions of these terms and conditions, the Chinese version shall prevail.

11. These terms and conditions (including, but not limited to, their validity, interpretation, construction, performance, and enforcement, as well as any disputes or controversies arising from or relating to these terms) shall be governed by and construed in accordance with the laws of Hong Kong. Any disputes arising from these terms shall be resolved through good-faith negotiations. If negotiations fail and litigation is necessary, it shall be subject to the jurisdiction of the courts in Hong Kong.

Please carefully read and comply with the above terms and conditions. If you have any questions, please feel free to contact us.

Contact Information:

Contact Person: Ms. Ng

Email: info@fengzikai.org